

MESA MEADOWS

DECLARATION OF RESTRICTIONS, COVENANTS, AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That we, Alan A. Gamblin and Jeri W. Gamblin, hereinafter referred to as Grantor, do hereby certify and declare:

- 1. GENERAL PROVISIONS:** The Grantor is the owner of said land (legal description attached) in Adams County, State of Idaho. That Grantor does hereby establish a general plan for the development, improvement, maintenance and protection of the real property, and for that purpose does hereby establish the building restrictions and protective covenants set forth herein. Said building restrictions and protective covenants shall attach to and shall pass with the land, and shall bind all persons who may at any time hereafter and from time to time own or claim any right, title or interest in and to said land, and the successors in title and interest to said land, whether acquired through voluntary act or through operation of law.
- 2. DEFINITION OF TERMS:** That the term "Grantor" wherever used herein shall refer either singularly or collectively, to the above named Grantors, and to their administrators, executors, personal representatives, heirs and assigns, and to any person or persons, or corporation to whom the rights and obligations of the Grantor as set forth in these building restrictions and protective covenants shall be specifically transferred.

The term "Grantee" used herein shall refer not only to the person, corporation or association who originally purchases a parcel of and from the Grantor, but also to any person, corporation or association who hereafter shall assert or claim any right, title, claim or interest in and to said land, or any lot or piece of parcel thereof, whether as successors in title, voluntarily or by operation of law.

- 3. LAND USE:** The property covered by these protective covenants shall be used exclusively for residential or recreational purposes, except as may be permitted herein or as specifically authorized by Grantor in writing, and may not be partitioned or subdivided except by Grantor. Platted lots shall be limited and restricted to one single family dwelling and an attached, semi-detached or detached private garage or carport, and other outbuildings. All dwellings shall be of good quality, permanent construction, manufactured modular homes inclusive, affixed to the land upon permanent foundations and aesthetically compatible with other structures in the area. Prefabricated residential buildings must have a roof pitch of 4:12 and must have a roof eave that is at least 18 inches wide. If the garage is not attached to the house it is to be constructed of a material and design similar to the house. Any outbuildings shall be of good quality, permanent construction and shall be aesthetically compatible with the main residences and surrounding development. Each dwelling shall have not less than 960 square feet on the main floor, measured at the outside perimeter of the top of the foundation, exclusive of porches, basements and garages. No structure of temporary character shall be constructed, placed or used on any tract at any time as a residence or otherwise, except as specified in Section 9. No old buildings may be moved onto the premises. It shall be permissible, where a single family residence has been erected on a particular parcel to erect in connection therewith appropriate fences, corrals, stalls, barns and shop buildings, for the storage and keeping of machinery, hay and feed and for the keeping of livestock.
- 4. BUILDING LOCATION:** No building shall be located on any lot nearer than twenty-five (25) feet to any lot line. Said distances measured at the closest point of said structure to said lot line. For the purpose of this paragraph, eaves, steps, open porches and bays shall be considered a part of the building or structure.
- 5. BUILDING SIZE:** No dwelling shall be erected or placed on any building site, the floor area of which (exclusive of one story open porches, terraces and garages) shall be less than nine hundred sixty (960) square feet.

- 6. BUILDING MATERIALS:** All buildings (including out buildings) erected upon any lot shall be constructed of good quality building material, completely finished and painted on the outside and shall be of good quality and character that will be in harmony with the other buildings on said property. A painted metal roof may be utilized if desired.
- 7. BUILDING PLANS:** Any building plans and buildings erected on said land shall be subject to approval by the authorities of the lawful municipal authority, and shall comply with all present and future existing codes of Adams County.
- 8. WORK PROSECUTION:** The construction of all buildings, alterations and additions thereto, shall be prosecuted diligently and continuously from commencement of construction until such buildings, alterations and additions are completed and painted. The exterior shall be completed within nine (9) months after the date of commencement of construction unless such completion is prevented by causes beyond the control of the Grantees, or unless specifically authorized by Grantor (not including lack of money or other financial causes).
- 9. TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, mobile home, basement truck-camper, vehicle, tent or shack shall be used on any lot at any time as a residence, except as temporary living quarters while permanent dwelling is under construction. Any such temporary structure will be permitted on the lot or parcel for a maximum of six (6) months, after which it must be removed or properly garaged. Except that a trailer, camper or motor home may be used for recreational purposes of a period not to exceed thirty (30) consecutive days (but not exceeding a total of ninety (90) days in any calendar year). No working or commercial vehicle, one and one half (1 1/2) ton or greater, or trailers or mobile homes shall regularly or as a matter of practice be parked neither on any building site, nor on the street adjacent thereto, unless properly garaged.
- 10. MOVING OF BUILDINGS:** No buildings or structures shall be moved onto said property except for a new prefabricated structure or modular home. No building shall be erected or maintained on a building site prior to the erection of the dwelling house thereon, except that a garage or other small buildings of permanent construction may be erected for the purpose of storing tools and other articles prior to the erection of a permanent dwelling.
- 11. EXCAVATION:** No excavation for stone, gravel, earth or minerals shall be made upon a building site unless such excavation is necessary for the construction of a building thereon in accordance with county approved building plans. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for, or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.
- 12. REFUSE AND DUMPING:** No lot or building site included within the property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be deposited only in sanitary containers, which meet the requirements of the sanitation ordinances and regulations of Adams County and the State of Idaho Health Authorities. All incinerators (if permitted by said ordinances and regulations) or other receptacles or storage for such trash, garbage, etc., shall at all times be maintained in a sanitary and clean condition. No machinery, car bodies, appliances or unsightly material shall be stored upon a building site, excepting only such items as are necessary for construction of a permitted building and in that event only when a Grantee is ready and able to commence construction with respect to which such building material shall be used, and then such building material shall be placed within the property line of such building site upon which the structure is to be erected.
- 13. SEWAGE DISPOSAL:** All bathroom, sink and toilet facilities shall be located inside the dwelling house and shall be connected by underground pipe to a private septic tank or to a central sewage treatment system if one is constructed, which pipe shall be placed at a depth and made of material approved by Adams County and the State of Idaho Health Authorities.

Drainage from any septic tank shall be kept within the building limits of each building site. Approval of all sewage disposal systems installed shall be obtained from the cognizant health authority, and Grantor shall have no obligation to construct any sewer or provide any connection thereto.

No waste material shall be permitted to enter into streams, rivers, ponds or lakes, and all sanitary facilities must conform with the requirements and recommendations of Adams County, the State of Idaho, Grantor or any other governing body having general jurisdiction over the premises. No drain system or other disposal system shall be allowed nearer than seventy-five (75) feet to a stream, river, pond or lake (or greater if required by applicable governmental regulation), and shall not in any way contribute to the pollution of said stream, river, pond or lake.

14. PARKING: Parking of boats, trailers, motorcycles, trucks, truck campers and like equipment, or junk cars or car bodies, or any unsightly vehicles shall not be allowed on any part of said property, nor on public ways adjacent thereto excepting only with the confines of an enclosed garage, carport or other approved enclosure.

15. NUISANCES AND COMMERCIAL USE: No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any lot which is unreasonably loud or annoying. No odor shall be emitted from any lot which is noxious or offensive to others.

No portion of the property or of a building site or any structure thereon shall be used for the conduct of any trade business or professional activities including warehousing. Noxious or undesirable uses of any portion of the property shall not be permitted or maintained. The term "business" or "professional activities" shall not include the following: sales activities by representatives or agents of Grantor, Grantor's development or construction activities. Light agricultural or activities such as manufacturer's representative, accounting, or such personal business activities which are not incompatible with the atmosphere of the development, as may be approved by Grantor in writing.

16. BILLBOARDS AND SIGNS: No signs or billboards of any kind for any use shall be erected, painted or displayed upon any of the land, except, however there shall be a right to display signs during the period that a Grantor or Grantee, or its authorized agents, are placing any building site or sites upon the market for sale.

17. EASEMENTS: Grantor, for itself, its successors and assigns, reserves a twelve (12) foot easement along all road rights-of-way for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim or cut or remove any trees and or brush, and the right to locate guy wires, braces and anchors where ever necessary (whether or not within the twelve (12) foot easement specified above) for all installations, operations or maintenance, together with the right to install, operate and maintain gas and water mains and appurtenances thereto, sewer lines, culverts and drainage ditches, reserving also the right of ingress and egress to such areas for any of the purposes mentioned above. The Grantor may at its option, release the easement.

18. FIRE HAZARD: Grantees will not use the property, nor permit others to use said property, in any way that will increase the fire hazard on the property or surrounding property, or any parts thereof, nor shall Grantees maintain or permit to be maintained in or about the premise any article which may increase said fire hazard. Grantees, at Grantees' sole cost and expense, shall comply with any and all requirements pertaining to said property of any insurance organization or company, Grantor, United States Forest Service, Adams County, or the State of Idaho necessary for fire protection for use of said lands.

19. SUBDIVISION OF LOTS: The parcel of land herein described (legal description attached) shall not be further subdivided.

20. TERM: These protective restrictions and covenants shall run with the land described herein and shall be binding upon the Grantees and all successors in title or interest to said property or any part thereof, until January 1, 2010, at which time said protective restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless the owner or owners of the legal title to not less than two thirds (2/3) of the platted lots, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said protective restrictions and covenants, and such termination or amendment shall become effective only upon the filing of such instrument or instruments for record in the office of the Adams County Recorder. Such instrument or instruments shall contain references by volume and page numbers to the record of the plat or plats within the property, and the record of this instrument, and all amendments thereof.

21. ASSIGNMENT BY GRANTOR: Grantor preserves the right to assign, transfer, sell, lease or rent all or a portion of the property then owned by it and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

22. UTILITIES: All electrical utilities are to be buried from the public right of way to the residence.

23. VIOLATIONS: The grantee or owner of any lot, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein set forth before the termination thereof. It shall be lawful for any person or persons owning any other lots purchased from Grantor and adjacent to said land (survey map attached) or lawful municipal authority, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, other relief for such violation. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and costs. Grantor may cure any violation and assess the owner in violation for the costs of so doing, which assessment shall be a lien upon said owner's lot.

24. SEVERABILITY: The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

25. FENCING: All lot owners with boundaries contiguous with a cattle-grazing operation and along boundary of the subdivision shall maintain their portion of said boundary fences, as provided by law.

26. OTHER DEVELOPMENT PROJECTS OF GRANTOR: With regard to any real estate owned by Grantor, other than the real estate described in Exhibit A attached hereto, which grantor shall seek subdivide, rezone, improve or otherwise develop, each Grantee, as a condition for purchasing a parcel from Grantor designates and appoints grantor as Grantee's special attorney-in-fact to approve, consent to and support any such land use action or development sought by Grantor. This designation of authority and proxy, is coupled with an interest and shall not be revoked with the written consent of Grantor. Further, all Grantees waive any and all right of protest and shall not act in any way inconsistent with this designation of authority to Grantor.

[Handwritten signature]

STATE OF IDAHO WA
COUNTY OF KANE

On this 2nd day of September in the
Year 1999 before me, a Notary Public, personally appeared
Alan A. Gambler Jeri W. Gambler
known or identified to me to be the person whose name
subscribed to the within instrument, and acknowledged to me that
he executed the same.

[Handwritten signature]
Notary Public
Residing at [Handwritten address] WA

INSTRUMENT NO. 96847
State of Idaho)
County of Adams) ss.
Filed for record at the request of
Creed Noah
this 14 day of Sept, 1999
by [Handwritten signature] Deputy
Fee \$ 12.00
Return to: Creed Noah
Box 268
Cambridge, ID
83610

Declaration of Restrictions, Covenants, and Protective Covenants

KNOW ALL MEN BY THESE PRESENTS: That we, Alan A. Gamblin and Jeri W. Gamblin, hereinafter referred to as Grantor, do hereby certify and declare:

1. GENERAL PROVISION: The Grantor is the owner of said land (legal description attached) in Adams County, State of Idaho. That Grantor does hereby establish a general plan for the development, improvement, maintenance and protection of the real property, and for that purpose does hereby establish the building restrictions and protective covenants set forth herein. Said building restrictions and protective covenants shall attach to and shall pass with the land, and shall bind all persons who may at any time hereafter and from time to time own or claim any right, title, or interest in and to said land, and the successors in title and interest to said land, whether acquired through voluntary act or through operation of law.

2. DEFINITION OF TERMS: That the term "Grantor" wherever used herein shall refer either singularly or collectively, to the above named Grantors, and to their administrators, executors, Personal Representatives, heirs and assigns, and to any person or persons, or corporation to whom the rights and obligations of the Grantor as set forth in these building restrictions and protective covenants shall be specifically transferred.

The term "Grantee" used herein shall refer not only to the person, corporation, or association who originally purchases a parcel of and from the Grantor, but also to any person, corporation or association who hereafter shall assert or claim any right, title, claim, or interest in and to said land or any lot or piece or parcel thereof, whether as successors in title, voluntarily or by operation of law.

3. LAND USE: The property covered by these protective covenants shall be used exclusively for residential or recreational purposes, except as may be permitted herein or as specifically authorized by Grantor in writing, and may not be partitioned or subdivided except by grantor. platted lots shall be limited and restricted to one single family dwelling and an attached, semi-detached or detached private garage or carport, and other outbuildings. New modular or prefabricated homes may be located upon platted lots as the single family dwelling permitted for said lots. It shall be permissible, where a single family residence has been erected on a particular parcel to erect in connection therewith appropriate fences, corrals, stalls, barns and shop buildings, for the storage and keeping of machinery, hay and feed and for the keeping of livestock.

4. BUILDING LOCATION: No building shall be located on any lot nearer than twenty-five (25) feet to any lot line. said distances measured at the closest point of said structure to said lot line. For the purpose of this paragraph, eaves, steps, open porches and bays shall be considered a part of the building or structure.

INSTRUMENT NO. 90529

5. BUILDING SIZE: No dwelling shall be erected or placed on any building site, the floor area of which (exclusive of one story open porches, terraces and garages) shall be less than 1,000 square feet.

6. BUILDING MATERIALS: All buildings (including out buildings) erected upon any lot shall be constructed of good quality building material, completely finished and painted on the outside and shall be of good quality and character that will be in harmony with the other buildings on said property. A painted metal roof may be utilized if desired.

7. BUILDING PLANS: Any building plans and buildings erected on said land shall be subject to approval by the authorities of the lawful municipal authority, and shall comply with all present and future existing codes of Adams County.

8. WORK PROSECUTION: The construction of all buildings, alterations and additions thereto, shall be prosecuted diligently and continuously from commencement of construction until such buildings, alterations, and additions are completed and painted. The exterior shall be completed within nine (9) months after the date of commencement of construction unless such completion is prevented by causes beyond the control of the grantees, or unless specifically authorized by Grantor (not including lack of money or other financial causes).

9. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile home, basement, truck camper, vehicle, tent or shack shall be used on any lot at any time as a residence, except as temporary living quarters while a permanent dwelling is under construction. Any such temporary structure will be permitted on the lot or parcel for a maximum of six (6) months, after which it must be removed or properly garaged. Except that a trailer, camper or motorhome may be used for recreational purposes of a period not to exceed thirty (30) consecutive days (but not exceeding a total of ninety (90) days in any calendar year). No working or commercial vehicle, one and one half ton or greater, or trailers or mobile homes shall regularly or as a matter of practice be parked on any building site, nor on the street adjacent thereto, unless properly garaged.

10. MOVING OF BUILDINGS: No buildings or structures shall be moved onto said property except for a new prefabricated structure, modular home, or a double wide mobile home. No building shall be erected or maintained on a building site prior to the erection of the dwelling house thereon, except that a garage or other small building of permanent construction may be erected for the purpose of storing tools and other articles prior to the erection of a permanent dwelling.

11. EXCAVATION: No excavation for stone, gravel, earth or minerals shall be made upon a building site unless such excavation is necessary for the construction of a building thereon in accordance with county approved building plans. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for, or removing oil, gas or other hydro-carbons, minerals, rocks, stones, gravel or earth.

INSTRUMENT NO. 90529

12. REFUSE AND DUMPING: No lot or building site included within the property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be deposited only in sanitary containers which meet the requirements of the sanitation ordinances and regulations of Adams county and the State of Idaho health authorities. All incinerators (if permitted by said ordinances and regulations) or other receptacles or storage for such trash, garbage, etc., shall at all times be maintained in a sanitary and clean condition. No machinery, car bodies, appliances or unsightly material shall be stored upon a building site, excepting only such items as are necessary for construction of a permitted building and in that event only when a grantee is ready and able to commence construction with respect to which such building material shall be used, and then such building material shall be placed within the property line of such building site upon which the structure is to be erected.

13. SEWAGE DISPOSAL: All bathroom, sink and toilet facilities shall be located inside the dwelling house and shall be connected by underground pipe to a private septic tank or to a central sewage treatment system if one is constructed, which pipe shall be placed at a depth and made of material approved by Adams County and State of Idaho health authorities.

Drainage from any septic tank shall be kept within the building limits of each building site. Approval of all sewage disposal systems installed shall be obtained from the cognizant health authority, and Grantor shall have no obligation to construct any sewer or provide any connection thereto.

No waste material shall be permitted to enter into streams, rivers, ponds or lakes, and all sanitary facilities must conform with the requirements and recommendations of Adams County, the State of Idaho, Grantor, or any other governing body having general jurisdiction over the premises. No drain system or other disposal system shall be allowed nearer than seventy-five (75) feet to a stream, river, pond or lake (or greater if required by applicable governmental regulation), and shall not in any way contribute to the pollution of said stream, river, pond or lake.

14. PARKING: Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment, or junk cars or car bodies, or any other unsightly vehicles shall not be allowed on any part of said property, not on public ways adjacent thereto excepting only within the confines of an enclosed garage, car port or other approved enclosure.

15. NUISANCES AND COMMERCIAL USE: No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any Lot which is unreasonably loud or annoying. No odor shall be emitted from any Lot which is noxious or offensive to others.

No portion of the property or of a building site or any structure thereon shall be used for the conduct of any trade business or professional activities including warehousing. Noxious or undesirable uses of any portion of the property shall not be permitted or maintained. The term "business" or "professional activities" shall not include the following: sales activities by representatives or agents of Grantor. Grantor's development

INSTRUMENT NO. 90529

or construction activities. Light agricultural or activities such as manufacturer's representative, accounting, or such other personal business activities which are not incompatible with the atmosphere of the development, as may be approved by Grantor in writing.

16. BILLBOARDS AND SIGNS: No signs or billboards of any kind for any use shall be erected, painted or displayed upon any of the land; except, however, there shall be a right to display signs during the period that a grantor or grantee, or its authorized agents, are placing any building site or sites upon the market for sale.

17. EASEMENTS: Grantor, for itself, its successors and assigns, reserves a 12-foot easement along all road right-of-ways for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim or cut or remove any trees and or brush, and the right to locate guy wires, braces and anchors wherever necessary (whether or not within the 12-foot easement specified above) for said installations, operation or maintenance, together with the right to install, operate and maintain gas and water mains and appurtenances thereto, sewer lines, culverts and drainage ditches, reserving also the right of ingress and egress to such areas for any of the purposes mentioned above. The Grantor may at its option, release the easement.

18. FIRE HAZARD: Grantees will not use the property, nor permit others to use said property, in any way that will increase the fire hazard on the property or surrounding property, or any parts thereof, nor shall grantees maintain or permit to be maintained in or about the premises any article which may increase said fire hazard. Grantees, at grantees' sole cost and expense, shall comply with any and all requirements pertaining to said property of any Insurance organization or company, Grantor, United States Forest Service, Adams County, or the State of Idaho necessary for fire protection for use of said lands.

19. SUBDIVISION OF LOTS: The parcel of land herein described (legal description attached) shall not be further subdivided.

20. TERM: These protective restrictions and covenants shall run with the land described herein and shall be binding upon the grantees and all successors in title or interest to said property or any part thereof, until January 1, 2010, at which time said protective restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless the owner or owners of the legal title to not less than two thirds (2/3) of the platted lots, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said protective restrictions and covenants, and such termination or amendment shall become effective only upon the filing of such instrument or instruments for record in the office of the Adams County Recorder. Such instrument or instruments shall contain references by volume and page numbers to the record of the plat or plats within the property, and the record of this instrument, and all amendments thereof.

INSTRUMENT NO. 90529

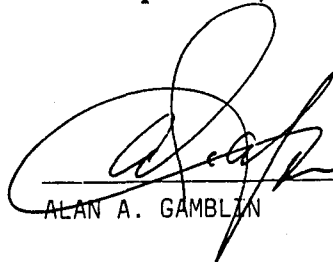
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22. UTILITIES: All electrical utilities are to be buried from the public right-of-way to the residence.


23. VIOLATIONS: Violations: If the Grantee or owner of any lot, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein set forth before the termination thereof, it shall be lawful for any person or persons owning any other lots purchased from Grantor and adjacent to said land (survey map attached) or lawful municipal authority, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, other relief for such violation. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and costs. Grantor may cure any violation and assess the owner in violation for the costs of so doing, which assessment shall be a lien upon said owner's lot.

24. SEVERABILITY: The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

INSTRUMENT NO. 90529
State of Idaho)
County of Adams) ss.

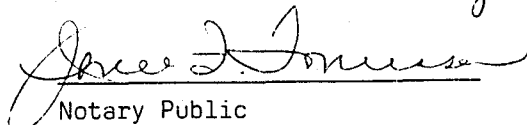

ALAN A. GAMBLIN

Filed for record at the request of
Timberline Title & Escrow
01 min. past 2 o'clock P.M.
this 16th day of August, 1996
MICHAEL FISK, RECORDER
by Leah P. Pundak
Deputy


JERI W. GAMBLIN

Fee \$ 18.00

Subscribed and sworn to before me this 9 day of Aug, 1996.


Notary Public

State of Washington, County of King
Commission expires 7-25-98

INSTRUMENT NO. 90529

Township 15 North, Range 1 West, Boise Meridian, Adams County, Idaho.

Section 4: S1/2NE1/4, SE1/4NW1/4, Lots 1, 2 and 3.

Township 16 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 33: E1/2NE1/4, N1/2SW1/4, N1/2SE1/4

Section 34: All that part of the SE1/4NW1/4, SW1/4NW1/4, NW1/4SW1/4 and SW1/4SW1/4 which lies West of the North and South Highway (U.S. 95) as the same was located in 1936.

EXCEPTING THEREFROM the following parcel of property:

Township 16 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 34: A parcel of land located in said section, township and range more particularly described as follows:

Commencing at the 1/4 corner common to Sections 33 and 34 of said Township; Thence North 43°08'50" East 890.61 feet to the real point of beginning; Thence North 89°26'25" East 700.25 feet; thence North 08°50'11" East 114.07 feet; thence North 00°30'23" East 550.52 feet; thence South 89°26'25" West 722.22 feet from which the Section corner common to Sections 27, 28, 33 and 34 bears North 24°35'47" West 1460.32 feet; thence South 00°02'10" West 663.00 feet to the real point of beginning.

ALSO EXCEPTING the railroad right-of-way and right-of-way of U.S. Highway 95 as now established.

INSTRUMENT NO. **100920**
 PAGE 1 OF 4

MESA MEADOWS

(To Amend Instr. No. 90529)

DECLARATION OF RESTRICTIONS, COVENANTS, AND PROTECTIVE COVENANTS

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1. **GENERAL PROVISIONS:** The Grantor is the owner of said land (legal description attached) in Adams County, State of Idaho. That Grantor does hereby establish a general plan for the development, improvement, maintenance and protection of the real property, and for that purpose does hereby establish the building restrictions and protective covenants set forth herein. Said building restrictions and protective covenants shall attach to and shall pass with the land, and shall bind all persons who may at any time hereafter and from time to time own or claim any right, title or interest in and to said land, and the successors in title and interest to said land, whether acquired through voluntary act or through operation of law.

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3. **LAND USE:** The property covered by these protective covenants shall be used exclusively for residential or recreational purposes, except as may be permitted herein or as specifically authorized by Grantor in writing, and may not be partitioned or subdivided except by Grantor. Platted lots shall be limited and restricted to one single family dwelling and an attached, semi-detached or detached private garage or carport, and other outbuildings. All dwellings shall be of good quality, permanent construction, manufactured modular homes inclusive, affixed to the land upon permanent foundations and aesthetically compatible with other structures in the area. Prefabricated residential buildings must have a roof pitch of 4:12 and must have a roof eave that is at least 18 inches wide. If the garage is not attached to the house it is to be constructed of a material and design similar to the house. Any outbuildings shall be of good quality, permanent construction and shall be aesthetically compatible with the main residences and surrounding development. Each dwelling shall have not less than 960 square feet on the main floor, measured at the outside perimeter of the top of the foundation, exclusive of porches, basements and garages. No structure of a temporary character shall be constructed, placed or used on any tract at any time as a residence or otherwise, except as specified in Section 9. No old buildings may be moved onto the premises. It shall be permissible, where a single family residence has been erected on a particular parcel to erect in connection therewith appropriate fences, corrals, stalls, barns and shop buildings, for the storage and keeping of machinery, hay and feed and for the keeping of livestock.

4. **BUILDING LOCATION:** No building shall be located on any lot nearer than twenty-five (25) feet to any lot line. Said distances measured at the closest point of said structure to said lot line. For the purpose of this paragraph, eaves, steps, open porches and bays shall be considered a part of the building or structure.

5. **BUILDING SIZE:** No dwelling shall be erected or placed on any building site, the floor area of which (exclusive of one story open porches, terraces and garages) shall be less than nine hundred sixty (960) square feet.

Instrument # 100920

COUNCIL, ADAMS, IDAHO

2001-12-27

04:42:50 No. of Pages: 4

Recorded for : TIMBERLINE TITLE & ESCROW

MICHAEL FISK

Fee: 12.00

Ex-Officio Recorder Deputy

Index to: COVENANTS

INSTRUMENT NO. 100920
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- 6. BUILDING MATERIALS:** All buildings (including out buildings) erected upon any lot shall be constructed of good quality building material, completely finished and painted on the outside and shall be of good quality and character that will be in harmony with the other buildings on said property. A painted metal roof may be utilized if desired.
- 7. BUILDING PLANS:** Any building plans and buildings erected on said land shall be subject to approval by the authorities of the lawful municipal authority, and shall comply with all present and future existing codes of Adams County.
- 8. WORK PROSECUTION:** The construction of all buildings, alterations and additions thereto, shall be prosecuted diligently and continuously from commencement of construction until such buildings, alterations and additions are completed and painted. The exterior shall be completed within nine (9) months after the date of commencement of construction unless such completion is prevented by causes beyond the control of the Grantees, or unless specifically authorized by Grantor (not including lack of money or other financial causes).
- 9. TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, mobile home, basement truck-camper, vehicle, tent or shack shall be used on any lot at any time as a residence, except as temporary living quarters while permanent dwelling is under construction. Any such temporary structure will be permitted on the lot or parcel for a maximum of six (6) months, after which it must be removed or properly garaged. Except that a trailer, camper or motor home may be used for recreational purposes of a period not to exceed thirty (30) consecutive days (but not exceeding a total of ninety (90) days in any calendar year). No working or commercial vehicle, one and one half (1 1/2) ton or greater, or trailers or mobile homes shall regularly or as a matter of practice be parked neither on any building site, nor on the street adjacent thereto, unless properly garaged.
- Amendment of Item 9 for Tract 5: A trailer, camper or motor home may be used for recreational purposes for up to 90 days consecutively (but not to exceed a total of 180 days in any calendar year).
- 10. MOVING OF BUILDINGS:** No buildings or structures shall be moved onto said property except for a new prefabricated structure or modular home. No building shall be erected or maintained on a building site prior to the erection of the dwelling house thereon, except that a garage or other small buildings of permanent construction may be erected for the purpose of storing tools and other articles prior to the erection of a permanent dwelling.
- 11. EXCAVATION:** No excavation for stone, gravel, earth or minerals shall be made upon a building site unless such excavation is necessary for the construction of a building thereon in accordance with county approved building plans. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for, or removing oil, gas or other hydrocarbons, minerals, rocks, stones gravel or earth.
- 12. REFUSE AND DUMPING:** No lot or building site included within the property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be deposited only in sanitary containers, which meet the requirements of the sanitation ordinances and regulations of Adams County and the State of Idaho Health Authorities. All incinerators (if permitted by said ordinances and regulations) or other receptacles or storage for such trash, garbage, etc., shall at all times be maintained in a sanitary and clean condition. No machinery, car bodies, appliances or unsightly material shall be stored upon a building site, excepting only such items as are necessary for construction of a permitted building and in that event only when a Grantee is ready and able to commence construction with respect to which such building material shall be used, and then such building material shall be placed within the property line of such building site upon which the structure is to be erected.
- 13. SEWAGE DISPOSAL:** All bathroom, sink and toilet facilities shall be located inside the dwelling house and shall be connected by underground pipe to a private septic tank or to a central sewage

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treatment system if one is constructed, which pipe shall be placed at a depth and made of material approved by Adams County and the State of Idaho Health Authorities.

Drainage from any septic tank shall be kept within the building limits of each building site. Approval of all sewage disposal systems installed shall be obtained from the cognizant health authority, and Grantor shall have no obligation to construct any sewer or provide any connection thereto.

No waste material shall be permitted to enter into streams, rivers, ponds or lakes, and all sanitary facilities must conform with the requirements and recommendations of Adams County, the State of Idaho, Grantor or any other governing body having general jurisdiction over the premises. No drain system or other disposal system shall be allowed nearer than seventy-five (75) feet to a stream, river, pond or lake (or greater if required by applicable governmental regulation), and shall not in any way contribute to the pollution of said stream, river, pond or lake.

- 14. PARKING:** Parking of boats, trailers, motorcycles, trucks, truck campers and like equipment, or junk cars or car bodies, or any unsightly vehicles shall not be allowed on any part of said property, nor on public ways adjacent thereto excepting only with the confines of an enclosed garage, carport or other approved enclosure.
- 15. NUISANCES AND COMMERCIAL USE:** No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any lot which is unreasonably loud or annoying. No odor shall be emitted from any lot which is noxious or offensive to others.

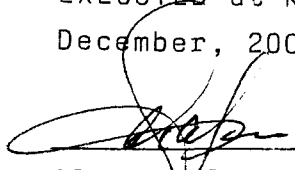
No portion of the property or of a building site or any structure thereon shall be used for the conduct of any trade business or professional activities including warehousing. Noxious or undesirable uses of any portion of the property shall not be permitted or maintained. The term "business" or "professional activities" shall not include the following: sales activities by representatives or agents of Grantor. Grantor's development or construction activities. Light agricultural or activities such as manufacturer's representative, accounting, or such personal business activities which are not incompatible with the atmosphere of the development, as may be approved by Grantor in writing.


- 16. BILLBOARDS AND SIGNS:** No signs or billboards of any kind for any use shall be erected, painted or displayed upon any of the land, except, however there shall be a right to display signs during the period that a Grantor or Grantee, or its authorized agents, are placing any building site or sites upon the market for sale.
- 17. EASEMENTS:** Grantor, for itself, its successors and assigns, reserves a twelve (12) foot easement along all road rights-of-way for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim or cut or remove any trees and or brush, and the right to locate guy wires, braces and anchors where ever necessary (whether or not within the twelve (12) foot easement specified above) for said installations, operations or maintenance, together with the right to install, operate and maintain gas and water mains and appurtenances thereto, sewer lines, culverts and drainage ditches, reserving also the right of ingress and egress to such areas for any of the purposes mentioned above. The Grantor may at its option, release the easement.
- 18. FIRE HAZARD:** Grantees will not use the property, nor permit others to use said property, in any way that will increase the fire hazard on the property or surrounding property, or any parts thereof, nor shall Grantees maintain or permit to be maintained in or about the premises any article which may increase said fire hazard. Grantees, at Grantees' sole cost and expense, shall comply with any and all requirements pertaining to said property of any insurance organization or company, Grantor, United States Forest Service, Adams County, or the State of Idaho necessary for fire protection for use of said lands.

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- 19. **SUBDIVISION OF LOTS:** The parcel of land herein described (legal description attached) shall not be further subdivided.
- 20. **TERM:** These protective restrictions and covenants shall run with the land described herein and shall be binding upon the Grantees and all successors in title or interest to said property or any part thereof, until January 1, 2010, at which time said protective restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless the owner or owners of the legal title to not less than two thirds (2/3) of the platted lots, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said protective restrictions and covenants, and such termination or amendment shall become effective only upon the filing of such instrument or instruments for record in the office of the Adams County Recorder. Such instrument or instruments shall contain references by volume and page numbers to the record of the plat or plats within the property, and the record of this instrument, and all amendments thereof.
- 21. **ASSIGNMENT BY GRANTOR:** Grantor preserves the right to assign, transfer, sell, lease or rent all or a portion of the property then owned by it and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.
- 22. **UTILITIES:** All electrical utilities are to be buried from the public right of way to the residence.
- 23. **VIOLATIONS:** The grantee or owner of any lot, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein set forth before the termination thereof, it shall be lawful for any person or persons owning any other lots purchased from Grantor and adjacent to said land (survey map attached) or lawful municipal authority, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, other relief for such violation. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and costs. Grantor may cure any violation and assess the owner in violation for the costs of so doing, which assessment shall be a lien upon said owner's lot.
- 24. **SEVERABILITY:** The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 25. **FENCING:** All lot owners with boundaries contiguous with a cattle-grazing operation and along boundary of the subdivision shall maintain their portion of said boundary fences, as provided by law.
- 26. **OTHER DEVELOPMENT PROJECTS OF GRANTOR:** With regard to any real estate owned by Grantor, other than the real estate described in Exhibit A attached hereto, which grantor shall seek subdivide, rezone, improve or otherwise develop, each Grantee, as a condition for purchasing a parcel from Grantor designates and appoints grantor as Grantee's special attorney-in-fact to approve, consent to and support any such land use action or development sought by Grantor. This designation of authority and proxy, is coupled with an interest and shall not be revoked with the written consent of Grantor. Further, all Grantees waive any and all right of protest and shall not act in any way inconsistent with this designation of authority to Grantor.

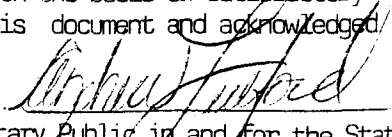
EXECUTED at King County, Washington on the 24th day of December, 2001


Alan A. Gamblin


Jeri W. Gamblin

On the 24th day of December, 2001, before me personally appeared Alan A. Gamblin and Jeri W. Gamblin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this document and acknowledged that they executed it.

IN WITNESS WHEREOF, I HERELUNTO SET MY HAND AND OFFICIAL SEAL


Notary Public in and for the State of Washington, residing at Franklin

INSTRUMENT NO. 104908

PAGE 1 OF 1

Amendment to

**Declaration of Restrictions, Covenants and Protective Covenants
Recorded as Instrument No. 90529, records of Adams County, Idaho
(Variance for Lot 16 Only)**


KNOW ALL MEN BY THESE PRESENTS: That we, Alan A. Gamblin and Jeri W. Gamblin, hereinafter referred to as Grantor, do hereby certify and declare:

8. WORK PROSECUTION: The construction of all buildings, alterations and additions thereto, shall be prosecuted diligently and continuously from commencement of construction until such buildings, alterations and additions are completed and painted. The exterior shall be completed within nine (9) months after the date of commencement of construction unless such completion is prevented by causes beyond the control of the grantees, or unless specifically authorized by Grantor (not including lack of money or other financial causes).

We hereby authorize the variance for Lot 16 of Mesa Meadows as follows:

Lot 16, Mesa Meadows Subdivision, according to the official plat thereof on file in the office of the Adams County Recorder, Adams County, Idaho recorded October 19, 1998 as Instrument No. 94905.


The construction period will be 2 years with the following options:
One year to get the foundation in and one year to frame and complete the house
-OR- One year to complete the entire exterior including painting and an additional year to complete the inside such as sheet rock, carpets etc.



Alan A. Gamblin

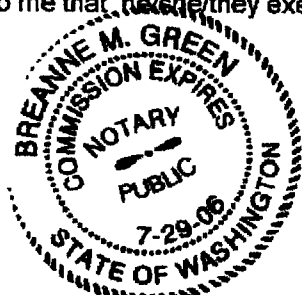



Jeri W. Gamblin

Instrument # 104908
COUNCIL, ADAMS, IDAHO
2003-11-07 02:17:10 No. of Pages: 1
Recorded for: **TIMBERLINE TITLE & ESCROW**
MICHAEL RISK Fee: 3.00
Ex-Officio Recorder Deputy 
Index to: AMENDMENT

STATE OF Washington)
COUNTY OF King) : ss

On this 3rd day of November, in the year 2003, before me, a Notary Public in and for said State, personally appeared Alan A. Gamblin and Jeri W. Gamblin known or identified to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.





Notary Public of
Residing at: Washington
Commission Expires: 7-29-06