

INSTRUMENT NO. 86987

State of Idaho )  
County of Adams ) ss.

Filed for record at the request of

Jonathan Koch

30 min. past 1 o'clock P.M.

this 7th day of Nov, 1994

MICHAEL FISK, RECORDER

by Deputy  
Deputy

Fee \$54<sup>00</sup>

DECLARATION OF PROTECTIVE COVENANTS -- PAGE 1

DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS  
RIDGEVIEW ESTATES

For Platted Lands - See Attached Legal Description, Exhibit A.

THIS DECLARATION made this 13th Day of December 1993, by  
Jonathan Koch, hereinafter called "Developer".

WHEREAS Developer desires to provide for the preservation of the  
values and amenities in said Community, and to this end, the  
covenants, conditions, restrictions, easements, charges and liens  
hereinafter set forth, each and all of which is and are intended for  
the mutual benefit of said property and of each owner of a portion  
thereof;

NOW, THEREFORE, the Developer declares that the real property in  
Article II, and such additions thereto as may be made pursuant to  
Article II hereof, is and shall be held, transferred, sold, conveyed  
and occupied subject to covenants, conditions, easements, charges,  
and liens hereinafter set forth.

ARTICLE I.

DEFINITIONS.

Section 1.01.

Architectural Control Committee:

The term "Architectural Control Committee" shall mean the  
committee created pursuant to Article IV.

Section 1.02.

Committees:

The term "Committee" shall mean the Architectural Control  
Committee.

Section 1.03.

Community:

The term "Community" as used herein shall refer to the Existing  
Properties considered as a whole.

## DECLARATION OF PROTECTIVE COVENANTS - PAGE 2

## Section 1.04.

## Declaration:

The term "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions contained herein.

## Section 1.05

## Developer:

The term "Developer" shall refer to Jonathan Koch, his successors and assigns.

## Section 1.06.

## Development:

The term "Development" shall include the Existing Properties and any additional land brought within the scheme of this Declaration.

## Section 1.07.

## Dwelling, Dwelling Units:

The terms "Dwelling" and "Dwelling Units" are interchangeable and shall mean any building or portion thereof located on a parcel and designed and intended for use and occupancy as a single family residence.

## Section 1.08.

## Existing Properties:

The term "Existing Properties" shall mean that real property described in Article II.

## Section 1.09.

## Improvements:

The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

## DECLARATION OF PROTECTIVE COVENANTS --PAGE 5

the prior written approval of the Architectural Control Committee is obtained. such approval to be obtained in the same manner as for new construction.

C.

Visitors and guests may park a camper, motor home or trailer for a reasonable term, not to exceed two weeks duration nor more than 30 days each calendar year, except with special permission of the Architectural Control Committee.

D.

A residence shall contain a minimum of 1,000 square feet of living space and shall be a minimum of 20 feet in width. All construction must be of good quality and done in a good workman-like manner. Structures shall include the alteration, construction, or installation of any building, fence, antenna, flag pole, patio, retaining wall, dam, windmill or similar object.

E.

No exterior surfaces of any structure shall be painted other than earth tones and no reflective roofing material may be exposed on any lot. All exterior walls of any structure shall be of natural materials such as wood, stained wood, rock or brick, but may be a manufactured product, such as wood manufactured siding. The Architectural Committee may approve other siding materials and colors if the Committee feels that its use would be appropriate within the Community.

F.

To a reasonable extent, no structure shall block another owner's view of any object of natural beauty such as a creek or mountain.

G.

TV Satellite dishes must be screened from view of the road and other homes and be first approved by the Architectural Committee. Acceptable screening shall be with fencing or landscaping that is of natural materials and blends in with the rest of the Community.

H.

All residences must be placed directly on a permanent cement foundation which would run continuously around the outside perimeter of the house.

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Section 1.10.

Lot:

The term "Lot" shall mean any parcel of real property designated for single family residential use on the Recorded Plat of the Existing Properties.

Section 1.11.

Owner:

The term "Owner" shall refer to that person or entity or those persons or entities who hold the ownership interest in any Lot as shown on the records of the County Recorder, Adams County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means.

Section 1.12.

Record, Recorded:

The term "Record" or "Recorded" shall mean, with respect to any documents, the recordation of said document in the Office of the County Recorder, Adams County, Idaho.

Section 1.13.

Residence:

The term "Residence" shall mean a building or buildings including any garage, carport or similar outbuilding, used for residential purposes.

Section 1.14

Single Family Residential Use

The term "Single Family Residential Use" shall mean the occupation and use of a single family dwelling in conformity with this Declaration and any requirements imposed by applicable zoning laws or other state or municipal agencies, rules or regulations.

Section 1.15.

Structures:

The term "Structure" shall include buildings outbuildings, roads, driveways, parking areas, fences, walls, stairs, decks and poles.

DECLARATION OF PROTECTIVE COVENANTS - PAGE 4

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION.

Section 2.01

Existing Property:

The real property which is, and shall be held, transferred sold, conveyed and occupied subject to this declaration is located in Adams County, Idaho, and is more particularly described as follows:

See exhibit "A" attached hereto.

All of the above-described property shall hereinafter be referred to as "Existing Property."

ARTICLE III.

PROTECTIVE COVENANTS.

Section 3.01.

Land Use and Living Units:

All of the subject lots in the Existing Property shall be used and occupied solely for single family residential purposes. All single family residences shall be subject to the following conditions and limitations:

A.

No buildings other than one detached residence, a private garage for the use of the occupants of such residence, and such other usual and appropriate outbuildings strictly incident and appurtenant to a private residence shall be erected or maintained on any parcel. No use whatsoever shall be made of any parcel herein other than as the site and grounds of private residence. The term "private residence" as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house, sanitarium, hospital and the like.

B.

No structure of a temporary character, to specifically include mobile homes, basement, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence, either temporarily or permanently except during the period of construction as defined and limited by Article IV; nor shall any residential structure be moved on to any parcel from any other location unless

## DECLARATION OF PROTECTIVE COVENANTS - PAGE 6

## Section 3.02.

## Dwelling Location

No dwelling structure or any part thereof (including a garage or other outbuilding whether or not physically a part of such dwelling) shall be erected or allowed to remain on any parcel nearer than twenty feet from the property line on the street side, or 7.5 feet to a boundary of a subdivision or a section, or side or rear property line which is not a section subdivision line or street side, or a minimum of two-thirds the height of the structure, whichever is greater.

Easements and right-of-way, as indicated upon the recorded Plat of this development, are reserved for the purposes of ingress and egress, the installation and maintenance of public and private utilities, and no building or improvements shall be placed upon such easements or interference made with the free use of the same for the purposes intended.

## Section 3.03.

## Landscaping.

All of the parcels shall be properly cared for at all times so as to maintain a good appearance to the public view. The owner of each such parcel, upon erecting a single family residence or other approved structure thereon shall provide and maintain a minimal natural landscaping on the rear and side portions of the parcel as well as the front parcel area. All disturbed areas shall be re-established with native vegetation. In the event of neglect to properly maintain and care for any such parcel, or to provide for such minimal landscaping, the Architectural Committee shall have the right, but shall have no obligation, to have the necessary work performed on any parcel to keep it from presenting an unsightly appearance, the charges for work so performed to be billed to, and paid for, by the owner or owners of such parcel and become a lien upon the property.

All outdoor lighting shall be placed in such a manner and be of such a kind that it will not project light horizontally, so that no bright or glaring light shall be obvious within the development.

The cutting of any live trees more than four (4) inches in diameter, 30 inches above the ground, shall require the prior approval of the Architectural Committee. Further provided that after construction of the residence, the lot owner is required to plant two trees per lot owned. These trees are to be conducive to this particular area and climate.

## DECLARATION OF PROTECTIVE COVENANTS - PAGE 7

All landscaping, exterior structure surfaces, dimensions, and location on the lot shall be approved by the Declarant or Architectural Committee, prior to commencement of any work thereon. No structure or landscaping shall detract from the attractiveness or desirability of Ridgeview Subdivision.

## Section 3.04.

## Animals.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the Development other than dogs, cats or other household pets may be kept, provided that the same are not kept, bred or maintained for commercial purposes. No more than two adult dogs will be allowed per lot. Provided further that the same shall not be allowed to run at large and must be kept and maintained upon the property of the owner thereof.

## Section 3.05.

## Garbage, Refuse Disposal and Storage of Materials

## A.

No parcel shall be used or maintained as dumping ground from rubbish, trash, junk, or other waste materials. All such waste of this nature must be kept in sanitary containers out of the sight of the street and secure from access by domestic or wild animals and must be removed from the parcel at least once each week. All equipment for the storage or disposal of such waste material shall be maintained in a clean and sanitary condition at all times.

## B.

All snowmobiles, boats, boat trailers, unlicensed vehicles, travel trailers, camper trailer, mobile homes, automotive campers or any other similar property stored on any parcel shall be stored on the rear portion of such parcel, and, if such storage is intended to be of a permanent nature, said property shall be stored in an enclosed building of permanent design. None of the aforementioned items shall ever be parked in the front yard of any parcel, nor on the streets of this development for more than three (3) days. Temporary storage shall not exceed 30 days in any given calendar year.

## C.

Adequate space shall be provided on each parcel for off-street parking of all of the owner's personal automobiles.

## DECLARATION OF PROTECTIVE COVENANTS - PAGE 8

D.

No building materials of any kind shall be placed or stored upon any parcel until the owner thereof is ready and able to commence construction, and then such materials shall be placed and kept neatly within the property lines of such parcel.

E.

No burning of any household garbage, trash or other noxious refuse shall be permitted on any parcel.

## Section 3.06.

## Nuisances.

Discharge of firearms is strictly prohibited and no one shall perform in said community any activity which is noxious or offensive or an annoyance or nuisance to the owner of any lot, or involves the pollution of the earth or water of, or the air over, any part of the Development, or creates noxious, offensive, annoying, or dangerous odors or noises or visual or tactile conditions, or creates or leaves a residue of non-degradable substances. This includes, but not limited to the operation of all-terrain vehicles, snow machines, musical instruments, barking dogs, etc. Whether violation of this sub-paragraph has occurred shall be determined by the Declarant of the Architectural Committee.

## Section 3.07.

## Prohibited Lot Uses.

A.

There shall be no mining, smelting or milling of ores or similar mineral operations within the Community.

B.

No outdoor privy or any common cesspool shall be installed on any parcel at any time.

C.

Nothing shall be done or kept on any parcel by any person which will increase the rate of insurance on any other parcel or which will result in the cancellation of any insurance or which constitutes a violation of any law.



## DECLARATION OF PROTECTIVE COVENANTS - PAGE 9

## Section 3.08.

## Utilities.

The Developer has provided electrical power service to the Community as a whole. The purchaser and owner of each parcel agrees to use the service so provided. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure. All electrical power lines, telephone lines and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted, except during the construction phase.

## Section 3.09.

## Weed Control and Dust Abatement

## A.

Declarant or Architectural Committee, or their agents, shall have a right to come on the property and do what is necessary to make the property conform to such laws and ordinances at the lot owner's expense.

## B.

All lot owners are responsible for dust abatement on the gravel roads in the subdivision. If a dust palliative is used, it will be Environmental Protection Agency approved and the cost born by the property owners. Dust abatement is not the responsibility of the Adams County or City of New Meadows Road Departments.

## Section 3.10.

## Signs.

No signs of any kind containing more than 2 1/2 square feet shall be displayed to the public view on any lot.

## Section 3.11.

## Sight Distance at Intersections.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

## DECLARATION OF PROTECTIVE COVENANTS - PAGE 10

No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## Section 3.12.

## Fences

No fence, wall or hedge higher than four feet, six inches shall be erected or maintained on said lots or any thereof, save and except, however, with the consent in writing of all adjoining lot owners, first had and obtained, a fence, wall or hedge of not to exceed six feet in height may be erected and maintained around any lot, or portion thereof. Provided, however, this section is subject to the limitations set forth in Section 3.12. above and further is subject to approval of the Declarant or Architectural Committee.

## ARTICLE IV.

## ARCHITECTURAL CONTROL

## Section 4.01

## Purpose and Theme of Controls

It is the desire of the Developer that design controls be implemented for all building improvements to insure that the overall excellence of RIDGEVIEW ESTATES shall be maintained throughout its development. To this end, an Architectural Control Committee (hereafter referred to as the "Committee") will be established pursuant to Section 4.02 of this Article IV to guide the site development and design of all structures and to aid the residential home builders to discover the opportunities and limitations of their building sites.

All of the residential improvements will be encouraged to offer a diversity of types, sizes and styles of architecture and yet will be required to conform to a total visual homogeneity. Consistent use of earth tone colors and textures, natural woods, and masonry materials will be encouraged to enhance the aesthetic features of the buildings in this mountain environment.

The discretion hereinafter invested in the Architectural Committee will be exercised towards the end that high standards of workmanship and quality of materials will be maintained throughout Development and that all improvements will be in harmony with and complement the natural landscape, topography and flora.

## DECLARATION OF PROTECTIVE COVENANTS - PAGE 11

## Section 4.02.

## Architectural Control Committee

No building, fence, wall or other structure shall be commenced, erected, altered, placed or maintained upon any parcel nor shall any exterior addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee composed of Jonathan L. Koch, Kathy A. Koch and Russ Smith. If any member of the Committee resigns or is unable to act, the remaining members shall appoint his or her successor. Pending such appointment the remaining members shall discharge the functions of the Committee. For each 20 lots closed, one new member to the Committee will be appointed from the new owners. 2/3 majority of the members shall be necessary for action. All members must be full time residents of Adams County, Idaho or Valley County, Idaho.

## Section 4.03.

## Documentation Required for Architectural Approval

No single family residence or other building, fence, wall or structure shall be considered or approved by the Committee until the parcel owner has submitted the following information to the Committee:

A.

Two (2) sets of plans and specifications for the proposed improvements;

B.

A parcel plan of the parcel showing the location of all existing and proposed improvements, and which also identifies the location, size and type of all trees proposed to be removed;

C.

Drawings showing all exterior building elevations.

D.

A schedule of exterior materials and colors to be used on the proposed improvement; and

E.

The owner's proposed construction schedule.

## DECLARATION OF PROTECTIVE COVENANTS - PAGE 12

## Section 4.04.

## Basis for Approval or Disapproval

The Committee shall give its approval for the requested improvement only if:

A.

The owner or applicant shall have strictly complied with the requirements of Section 4.03 hereof:

B.

The Committee finds that the plans and specifications conform to the requirements of Article III of this Declaration, and furthermore that the owner or applicant is in compliance with all of the provisions and requirements of this Declaration in its entirety;

C.

The members of the Committee, in their sole and reasonable discretion, find that the proposed improvement is compatible with the theme of this Development and with the purposes and intent of this Declaration as a whole as to the quality of workmanship and materials, as to the harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations.

The Committee may waive submission of plans and specifications for approval where minor construction or a minor addition to an existing structure is involved which does not appear to materially affect the Development.

## Section 4.05.

## Form of Approval or Disapproval

A.

All approvals given under Section 4.04 shall be in writing; provided, however, that as to any request for approval which has not been rejected within thirty (30) days from the date of submission thereof to the Committee, such approval will not be required and the provisions of this Section will be deemed to have been fully complied with.

## DECLARATION OF PROTECTIVE COVENANTS - PAGE 13

B.

In disapproving any plans and specifications or other documents the Committee shall specify, in writing, the deficiencies it has relied upon in rendering such disapproval and shall give the applicant the right and opportunity to resubmit his plans and specifications or other documents in amended form. The Committee shall thereafter reconsider such documents as if they were being submitted for the first time.

C.

One set of plans and specifications as finally approved or disapproved shall be retained by the Committee as a permanent record.

D.

Nothing contained in this Section shall be deemed to relieve the owner of any parcel from complying with all of the provisions of this Declaration or with the provisions of all applicable building codes, zoning regulations, or other governmental regulations or laws governing the lands within this development.

## Section 4.06.

## Arbitration

In the event an owner or applicant disputes the decision of the Committee, said dispute may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the Committee the owner or applicant mutually agree otherwise. The arbitrators shall be governed and guided in their decision by this Declaration. If so, the award rendered by the arbitrators shall be final and shall be binding upon the parties to the same extent as if it had been rendered by a judge of a competent court. The owner or applicant shall file demand for arbitration with the Committee and with the American Arbitration Association. Such demand shall be made within a reasonable time after the dispute in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings on such dispute would be barred by the applicable statute of limitations.

## Section 4.07.

## Proceeding with Work.

Upon receipt of approval from the Committee pursuant to Section 4.05 above, the owner shall, as soon as practicable satisfy all the conditions thereof and diligently proceed with reconstruction,

## DECLARATION OF PROTECTIVE COVENANTS - PAGE 14

refinishing, alterations and excavations authorized by such approval, said commencement to be in all cases within one year from the date of such approval. If the owner shall fail to comply with this Section, the approval given pursuant to Section 4.05 shall be deemed revoked, unless the Committee upon written request of the owner made prior to the expiration of said one year period extends the time for such commencement. No such extension shall be granted except upon a finding by the Committee that there has been no change in the circumstances upon which the original approval was granted.

## Section 4.08.

## Completion of Construction.

The owner shall complete the construction authorized by the approval given in Section 4.05 within two years after commencing construction thereof, except, and only for so long as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, acts of God, unusual wintertime conditions, actual inability of the owner to procure deliveries of necessary materials, or by other forces or persons beyond the control of the owner or his contractor to secure labor or materials or to discharge liens or attachments shall not be deemed a cause beyond his control.

## Section 4.09.

## Failure to Complete Work

Any construction which is not completed in a good and workmanlike manner, or in substantial conformity to the plans and specifications approved for it by the Committee, within the time limits provided by this Article IV, and where such failure is not excused by the provisions hereof, shall be deemed a nuisance, and the Committee shall have the right to enter upon the premises and to have such incomplete construction removed or to carry such construction forward to completion, and the costs and expenses incurred in such removal for completion shall constitute a lien upon the property under the Mechanic's Lien Law of the State of Idaho, such lien to attach as of the time of the commencement of the work involved in removing or completing the incomplete construction. Such lien may be enforced in the same manner as provided for the enforcement of mechanic's liens.

## ARTICLE V

## ENFORCEMENT.

## Section 5.01.

Persons Entitled to Enforce:

## DECLARATION OF PROTECTIVE COVENANTS - PAGE 15

The provisions of this Declaration may be enforced by any of the following persons or entities in accordance with the procedures outline herein:

- (a) The Developer, his successors and assigns;
- (b) The Committee; and
- (c) The owner or owners of any parcel adversely affected, but only after each of the aforementioned persons or entities has been given demand to take enforcement action and has failed to do so, may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, condition, or restriction and either to prevent him or her or them from so doing or to recover damages or other relief for such violation.

## Section 5.02.

## Methods of Enforcement:

Any owner or other persons found or alleged to be in violation of any of the provisions of this Declaration shall be given fifteen (15) days written notice of the nature of the violation and opportunity to correct same. Upon failure of such owner to correct the violation within said fifteen (15) day period, or such further time as may be granted by the entity giving such notice of violation, these covenants may be enforced by any or all of the following means:

- (a) Arbitration, if agreed upon by the parties, under the guidelines set forth in paragraph 4.06 above;
- (b) Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission or cancellation of any contracts of an executory nature;
- (c) Eviction for trespass by police action;
- (d) Action by the Developer or the Committee, their agent or employees, to restore the portion of the affected property to the condition in which it is required to be kept by this Declaration.

## Section 5.03.

## Fees and Costs.

Any person or association entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a decree from any court or arbitrator enforcing any of the provisions hereof, shall be entitled to a reasonable attorney's fee and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his judgment or decree against the party in violation hereof.

## DECLARATION OF PROTECTIVE COVENANTS - PAGE 16

## Section 5.04.

## Non-Liability for Enforcement or Non-Enforcement:

Neither the Developer nor property owners shall be liable to any person under any of these covenants for failure to enforce any of them, for personal injury, loss of life, damage to property, economic detriment, or for any other loss caused either by their enforcement or non-enforcement. Failure to enforce any of the covenants contained herein shall in no event be deemed a waiver of the right to do thereafter.

## ARTICLE VI.

## GENERAL PROVISIONS

## Section 6.01.

## Binding Effect:

The various restrictive measures and provisions of these covenants and restrictions are declared to constitute mutual equitable servitude for the protection and benefit of each parcel in the Community and of the owners thereof and for the benefit of the Community as a whole. Each grantee of a conveyance or purchaser under a contract of sale, by accepting a deed or contract of sale, accepts such subject to all of the covenants, conditions and restrictions set forth in this Declaration and specifically agrees to be bound by each and all of them. Furthermore each such person acknowledges that the area surrounding future uses do and may include farming (including aerial spraying), ranching, logging, hunting, fishing and generally all kinds of outdoor activity, including use of trail or ATV vehicles.

## Section 6.02.

## Term and Amendment of Declaration:

The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument approved by not less than two-thirds of the parcel owners in the Development, which they execute and cause to be recorded in the office of the County Recorder of Adams County, Idaho, which instrument shall be ineffective until recorded. One vote shall be cast for each separate lot or parcel.



## DECLARATION OF PROTECTIVE COVENANTS -- PAGE 17

## Section 6.03.

## Effect of Security Interest:

None of the provisions of this Declaration shall in any way reduce the security or defeat or render invalid the lien of any mortgage or the title held under any deed of trust nor or hereafter placed on any part of the Community. If, however, any portion of the said property is sold under foreclosure of any mortgage or deed of trust or the power of sale therein, the party acquiring title at such foreclosures or sale and his successors shall hold all property so acquired subject to all of the terms and conditions hereof.

## Section 6.04.

## Severability:

Invalidation of any one or more of the covenants, conditions, or restrictions contained herein by judgment or otherwise shall in no way affect the validity of any of the other provisions, which shall remain in full force and effect.

## Section 6.05.

## Application of Declaration:

The provisions of this Declaration shall apply to all parts of the Community, where applicable, and not to just the parcels, and shall further apply to all person (not just the owner) of any part of the Community property. It shall be the responsibility of the owners of the subject parcels within the Community to make sure that their tenants, if any, are fully aware of and abide by all of the conditions set forth in this Declaration at all times.

## Section 6.06.

## Non-Discrimination:

No owner, or his broker any other agent advertising his property for rent or sale, shall make any reference to, or discriminate on the basis of color, race or religion; not in renting or selling shall he inquire into, or discriminate or refuse to negotiate, or offer different terms, on the basis of color race or religion of the prospective tenant or buyer.





**COPY**

**Instrument # 110526**

COUNCIL, ADAMS, IDAHO

2005-12-05

02:20:59 No. of Pages: 21

Recorded for : **TIMBERLINE TITLE & ESCROW**

**MICHAEL FISK**

Fee: 63.00

Ex-Officio Recorder Deputy

Index to: COVENANTS

**DECLARATION OF PROTECTIVE COVENANTS – PAGE 1**

**DECLARATION OF PROTECTIVE COVENANTS  
CONDITION AND RESTRICTIONS  
RIDGEVIEW SUBDIVISION**

For Platted Lands – See Attached Legal Description. Exhibit A.

THIS DECLARATION made this 14<sup>th</sup> Day of November 2005, by New Meadows Properties, LLC, hereinafter called “Developer”.

WHEREAS Developer desires to provide for the preservation of the values and amenities in said Community, and to this end, the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are intended for the mutual benefit of said property and of each owner of a portion thereof.

NOW, THEREFORE, the Developer declares that the real property in Article II, and such additions thereto as may be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to covenants, condition, easements, charges and liens hereinafter set forth.

**ARTICLE I.**

**DEFINATIONS.**

**Section 1.01.**

**Architectural Control Committee:**

The term “Architectural Control Committee” shall mean the committee created pursuant to Article IV.

**Section 1.02.**

**Committees:**

The term “Committee” shall mean the Architectural Control Committee.

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**Community**

The term “Community” as used herein shall refer to the Existing Properties considered as a whole.

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Section 1.05

Developer:

The term “Developer” shall refer to New Meadows Properties, LLC, their successors and assigns.

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Section 1.07.

Dwelling, Dwelling Units:

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DECLARATION OF PROTECTIVE COVENANTS – PAGE 3

Section 1.10.

Lot:

The term "Lot" shall mean any parcel of real property designated for single-family residential use on the Recorded Plat of the Existing Properties.

Section 1.11.

Owner:

The term "Owner" shall refer to that person or entity or those persons or entities who hold the ownership interest in any Lot, as shown on the records of the County Recorder, Adams County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means.

Section 1.12.

Record, Recorded:

The term "Record" or "Recorded" shall mean, with respect to any documents, the recordation of said document in the Offices of the County Recorder, Adams County, Idaho.

Section 1.13.

Residence:

The term "Residence" shall mean a building or buildings including any garage, carport or similar outbuilding, used for residential purposes.

Section 1.14.

Single Family Residential Use:

The term "Single-Family Residential Use" shall mean the occupation and use of a single family dwelling in conformity with this Declaration and any requirements imposed by applicable zoning laws or other state or municipal agencies, rules or regulations.

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Structures:

The term "Structure" shall include buildings, outbuildings, roads, driveways, parking areas, fences, walls, stairs, decks and poles.

DECLARATION OF PROTECTIVE COVENANTS – PAGE 4

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01.

Existing Property:

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Adams County, Idaho, and is more particularly described as follows:

See exhibit "A" attached hereto.

All of the above-described property shall hereinafter be referred to as "Existing Property".

ARTICLE III.

PROTECTIVE COVENANTS.

Section 3.01.

Land Use and Living Units:

All of the subject lots in the Existing Property shall be used and occupied solely for single family residential purposes. The only exception will be if an owner purchases 4 lots, then 1 of the 4 lots can have a townhouse for multi-family use with prior city of New Meadows and the Architectural Control Committee approval. All single-family residences and multi family residences shall be subject to the following conditions and limitations:

A.

No buildings other than one detached residence, a private garage for the use of the occupants of such residence, and such other usual and appropriate outbuildings strictly incident and appurtenant to a private residence shall be erected or maintained on any parcel. No use whatsoever shall be made of any parcel herein other than as the site and grounds of private residence. The term "private residence" as used herein is intended to exclude every form of multi-family dwelling (other than specified in Section 3.01.Land Use & Living Units), boarding or lodging house, sanitarium, hospital and the like.

B.

No structure of a temporary character, to specifically include mobile homes, basement, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence, either temporarily or permanently except during the period of construction as defined and limited by Article IV; nor shall any residential structure be moved on to any parcel from any other location unless the prior written approval of the Architectural Control Committee is obtained,

DECLARATION OF PROTECTIVE COVENANTS – PAGE 5

such approval to be obtained in the same manner as for new construction.

C.

Visitors and guests may park a camper, motor home or trailer for a reasonable term, not to exceed two weeks duration or more than 30 days each calendar year.

D.

A residence shall contain a minimum of 1200 square feet of living space for a single story home and shall be a minimum of 20 feet in width. A maximum height of 35 feet for a two story home with a minimum 800 square feet on the first floor. All construction must be of good quality and done in a good workman-like manner. Structures shall include the alteration, construction, or installation of any building, fence, antenna, flagpole, patio, retaining wall, dam, windmill or similar object.

E.

No exterior surfaces of any structure shall be painted other than earth tones and no reflective roofing material may be exposed on any lot. All exterior walls of any structure shall be of natural materials such as wood, stained wood, rock or brick, but may be a manufactured product, such as wood manufactured siding. The Architectural Committee may approve other siding materials and colors if the Committee feels that its use would be appropriate within the Community.

F.

To a reasonable extent, no structure shall block another owner's view to any object of natural beauty such as a creek or mountain.

G.

TV Satellite dishes must be screened from view of the road and other homes and be first approved by the Architectural Control Committee. Acceptable screening shall be with fencing or landscaping that is of natural materials and blends in with the rest of the community.

H.

All residences must be placed directly on a permanent cement foundation, which would run continuously around the outside perimeter of the house.

I.

If a townhouse is approved and built, a Home Owner's Association must be formed by the owner of said lot which will specify the care and maintenance of property at the expense of the owner.



J.

All lot owners are to install driveway culverts and to provide drainage on lot for ground water to drain to bar ditch and driveway culverts at their own expense. Low spots need to be filled and are not to interfere with the established drainage pattern over any portion of the property or encumber adjacent lots.

Section 3.02.

Dwelling Location.

No dwelling, structure, or any part thereof (including a garage or other outbuilding whether or not physically a part of such dwelling) shall be erected or allowed to remain on any parcel nearer than twenty feet (20) from the property line on the street side, or 7.5 feet to a boundary of the subdivision or a section, or a side or rear property line which is not a section subdivision line or street side, or a minimum of two-thirds the height of the structure, whichever is greater.

Easements and right-of-way, as indicated upon the recorded Plat of this development, are reserved for the purpose of ingress and egress, the installation and maintenance of public and private utilities, and no building or improvements shall be placed upon such easements or interference made with the free use of the same for the purposes intended.

Section 3.03.

Landscaping.

All of the parcels shall be properly cared for at all times so as to maintain a good appearance to the public view. The owner of each parcel, upon erecting a single family residence or other approved structure thereon shall provide and maintain a minimal natural landscaping on the rear and side portions of the parcel as well as the front parcel area. All disturbed areas shall be re-established with native vegetation. In the event of neglect to properly maintain and care for any such parcel, or to provide for such minimal landscaping, the Architectural Control Committee shall have the right, but shall have no obligation, to have the necessary work performed on any parcel to keep it from presenting an unsightly appearance, the charges for the work so performed to be billed to, and paid for, by the owner or owners of such parcel and become a lien upon the property.

All outdoor lighting shall be placed in such a manner and be of such a kind that it will not project light horizontally, so that no bright or glaring light shall be obvious within the development.

The cutting of any live trees more than four (4) inches in diameter, thirty (30) inches above the ground, shall require the prior approval of the Architectural Control Committee. Further provided that after construction of the residence, the lot owner is required to plant two trees per lot owned. These trees are to be conducive to this area and climate.

DECLARATION OF PROTECTIVE COVENANTS – PAGE 7.

All landscaping, exterior structure surfaces, dimensions, and location on the lot shall be approved by the Declarant or Architectural Control Committee, prior to commencement of any work thereon. No structure or landscaping shall detract from the attractiveness or desirability of Ridgeview Subdivision.

Section 3.04.

Animals.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot in the Development other than dogs, cats or other household pets. Household pets may be kept, provided that the same are not kept, bred, or maintained for commercial purposes. No more than two adult dogs will be allowed per lot. Provided further that the same shall not be allowed to run at large and must be kept and maintained upon the property of the owner thereof.

Section 3.05.

Garbage, Refuse Disposal and Storage of Materials.

A.

No parcel shall be used or maintained as dumping ground from rubbish, trash, junk, or other waste materials. All such waste of this nature must be kept in sanitary containers out of sight of the street and secure from access by domestic or wild animals and must be removed from the parcel at least once each week. All equipment for the storage or disposal of such waste material shall be maintained in a clean and sanitary condition at all times.

B.

All snowmobiles, boats, boat trailers, unlicensed vehicles, travel trailers, camper trailer, motor homes or any other similar property stored on any parcel shall be stored on the rear portion of such parcel, and if such storage is intended to be of a permanent nature, said property shall be stored in an enclosed building of permanent design. None of the aforementioned items shall ever be parked in the front yard of any parcel, not on the streets of this Development for more that three (3) days. Temporary Storage shall not exceed 30 days in any given calendar year.

C.

Adequate space shall be provided on each parcel for off-street parking of all of the owner's personal automobiles.

DECLARATION OF PROTECTIVE COVENANTS – PAGE 8

D.

No building materials of any kind shall be placed or stored upon any parcel until the owner thereof is ready and able to commence construction, and then such materials shall be placed and kept neatly within the property lines of such parcel.

E.

No burning of any household garbage, trash or other noxious refuse shall be permitted on any parcel.

Section 3.06.

Nuisances.

Discharge of firearms is strictly prohibited and no one shall perform in said community any activity which is noxious or offensive or an annoyance or nuisance to the owner of any lot, or involves the pollution of the earth or water of, or the air over, any part of the Development, or creates noxious, offensive, annoying, or dangerous odors or noises, or visual or tactile conditions, or creates or leaves a residue of non-degradable substances. This includes, but not limited to the operation of all-terrain vehicles, snow machines, musical instruments, barking dogs, etc. Whether violation of the sub-paragraph has occurred shall be determined by the Declarant of the Architectural Control Committee.

Section 3.07.

Prohibited Lot Uses.

A.

There shall be no mining, smelting or milling of ores or similar mineral operations within the subdivision.

B.

No outdoor privy or any common cesspool shall be installed on any parcel at any time.

C.

Nothing shall be done or kept on any parcel by any person which will increase the rate of insurance on any other parcel or which will result in the cancellation of any insurance or which constitutes a violation of any law.

D.

No building lot may be further subdivided, nor may any easement or other interest therein be created, unless such subdivision complies with all applicable laws and Architectural Control Committee approval.

DECLARATION OF PROTECTIVE COVENANTS – PAGE 9

Section 3.08.

Utilities.

The Developer has provided electrical power and telephone service to the community as a whole. The purchaser and owner of each parcel agrees to use the service so provided. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure in an emergency. All electrical power lines, telephone lines and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted, except during the construction phase.

Section 3.09.

Weed Control and Dust Abatement.

A.

Declarant or Architectural Control Committee, or their agents, shall have a right to come on the property and do what is necessary to make the property conform to such laws and ordinances at the lot owner's expense.

B.

All lot owners are responsible for dust abatement on the gravel roads in the community. If a dust palliative is used, it will be Environmental Protection Agency approved and the cost born by the property owners. Dust abatement is not the responsibility of Adams County or City of New Meadows Road Departments.

Section 3.10.

Signs.

No signs of any kind containing more than 2 ½ square feet shall be displayed to the public view on any lot.

Section 3.11.

Sight Distance at Intersections.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

## DECLARATION OF PROTECTIVE COVENANTS – PAGE 10

No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

### Section 3.12.

#### Fences.

No fence higher than six feet in height shall be erected or maintained on said lots or any thereof. Any fence constructed on or near the lot line common to one or more building lots shall be constructed as a "good neighbor" fence. No fence shall be constructed so as to extend toward the front of the building lot past the front plane of the dwelling structure constructed thereon. All fencing shall be of cedar material with dog-eared pattern and stained natural.

### Article IV.

## ARCHITECTURAL CONTROL

### Section 4.01.

#### Purpose and Theme of Controls.

It is the desire of the Developer that design controls be implemented for all building improvements to insure that the overall excellence of RIDGEVIEW SUBDIVISION shall be maintained throughout its development. To this end, an Architectural Control Committee (hereafter referred to as the "Committee") will be established pursuant to Section 4.02 of this Article IV to guide the site development and design of all structures and to aid the residential home builders to discover the opportunities and limitations of their building sites.

All of the residential improvements will be encouraged to offer a diversity of types, sizes and styles of architecture and yet will be required to conform to a total visual homogeneity. Consistent use of earth tone colors and textures, natural woods, and masonry materials will be encouraged to enhance the aesthetic features of the buildings in this mountain environment.

The discretion hereinafter invested in the Architectural Control Committee will be exercised towards the end that high standards of workmanship and quality of material will be maintained throughout Development and that all improvements will be in harmony with and complement the natural landscape, topography and flora.

DECLARATION OF PROTECTIVE COVENANTS – PAGE 11

Section 4.02.

Architectural Control Committee.

No building, fence, wall or other structure shall be commenced, erected, altered, placed or maintained upon any parcel nor shall any exterior addition to or change or alteration therein be made, until plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee composed of, New Meadows Properties, LLC and assigns. If any member of the Committee resigns or is unable to act, the remaining members shall appoint his or her successor. Pending such appointment the remaining members shall discharge the functions of the Committee. For each 20 lots closed, one new member to the Committee will be appointed from the new owners. 2/3 majority of the members shall be necessary for action. All members must be full time residents of Adams County, Idaho or Valley County, Idaho.

Section 4.03.

Documentation Required for Architectural Approval.

No single family residence or other building, fence, wall or structure shall be considered or approved by the Committee until the parcel owner has submitted the following information to the Committee:

A.

Two (2) sets of plans and specifications for the proposed improvements.

B.

A parcel plan of the parcel showing the location of all existing and proposed improvements, and which also identifies the location, size and type of all trees proposed to be removed.

C.

Drawings showing all exterior building elevations.

D.

A schedule of exterior materials and colors to be used on the proposed improvement and the owner's proposed construction schedule.

DECLARATION OF PROTECTIVE COVENANTS – PAGE 12

Section 4.04.

Basis for Approval or Disapproval.

The Committee shall give its approval for the requested improvement only if:

A.

The owner or applicant shall have strictly complied with the requirements of Section 4.03 hereof.

B.

The Committee finds that the plans and specifications conform to the requirements of Article III of this Declaration, and furthermore that the owner or applicant is in compliance with all of the provisions and requirements of this Declaration in its entirety.

C.

The members of the Committee, in their sole and reasonable discretion, find that the proposed improvement is compatible with the theme of this Development and with the purposes and intent of this Declaration as a whole as to the quality of workmanship and materials, as to the harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations.

The Committee may waive submission of plans and specifications for approval where minor construction or a minor addition to an existing structure is involved which does not appear to materially affect the Development.

Section 4.05.

Form of Approval or Disapproval.

A.

All approvals given under Section 4.04 shall be in writing, provided, however, that as to any request for approval which has not been rejected within thirty (30) days from the date of submission thereof to the Committee, such approval will not be required and the provisions of this Section will be deemed to have been fully complicit with.

## DECLARATION OF PROTECTIVE COVENANTS – PAGE 13

### B.

In disapproving any plans and specifications on other structures, the Committee shall specify, in writing, the deficiencies it has relied upon in rendering such disapproval and shall give the applicant the right and opportunity to resubmit his plans and specifications or other documents in amended form. The Committee shall thereafter reconsider such documents as if there were being submitted for the first time.

### C.

One set of plans and specifications as finally approved or disapproved shall be retained by the Committee as a permanent record.

### D.

Nothing contained in this section shall be deemed to relieve the owner of any parcel from complying with all of the provisions of this Declaration or with the provisions of all applicable building codes, zoning regulations, or other governmental regulations or laws governing the lands within this development.

#### Section 4.06.

##### Arbitration.

In the event an owner or applicant disputes the decision of the Committee, said dispute may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the Committee the owner or applicant mutually agree otherwise. The arbitrators shall be governed and guided in their decision by this Declaration. If so, the award rendered by the arbitrators shall be final and shall be binding upon the parties to the same extent as if it had been rendered by a judge of a competent court. The owner or applicant shall file demand arbitration with the Committee and with the American Arbitration Association. Such demand shall be made within a reasonable time after the dispute in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings on such dispute would be barred by the applicable status of limitations.

#### Section 4.07.

##### Proceeding with Work.

Upon receipt of approval from the Committee pursuant to Section 4.05 above, the owner shall, as soon as practicable satisfy all the conditions thereof and diligently proceed with reconstruction, refinishing, alterations and excavations authorized by such approval. Said commencement to be in all cases within one year from the date of such approval. If the owner shall fail to comply with this section, the approval given pursuant to Section 4.05 shall be deemed revoked, unless the Committee upon written request of the owner made prior to commencement. No such extension shall be granted except upon a finding by the Committee



DECLARATION OF PROTECTIVE COVENANTS – PAGE 14

that there has been no change in the circumstances upon which the original approval was granted.

Section 4.08.

Completion of Construction.

The owner shall complete the construction authorized by the approval given in Section 4.05 within one (1) year after commencing construction thereof, except, and only for so long as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, acts of god, unusual wintertime conditions. Actual inability of the owner to procure deliveries of necessary materials, or by other forces or persons beyond the control of the owner or his contractor to secure labor or materials or to discharge liens or attachments shall not be deemed a cause beyond his control.

Section 4.09.

Failure to Complete Work.

Any construction which is not completed in a good and workmanlike manner, or in substantial conformity to the plans and specifications approved for it by the Committee, within the time limits provided by this Article IV, and where such failure is not excused by the provisions hereof, shall be deemed a nuisance, and the Committee shall have the right to enter upon the premises and to have such incomplete construction removed or to carry such construction forward to completion, and the costs and expenses incurred in such removal for completion shall constitute a lien upon the property under the Mechanic's Lien Law of the State of Idaho, such lien to attach as of the time of the commencement of the work involved in removing or completing the incomplete construction. Such lien may be enforced in the same manner as provided for the enforcement of mechanic's liens.

ARTICLE V

ENFORCEMENT.

Section 5.01.

Persons Entitled to Enforce.

The provisions of this Declaration may be enforced by any of the following persons or entities in accordance with the procedures outline herein:

- (a) The Developer, his successors and assigns.
- (b) The Committee

DECLARATION OF PROTECTIVE COVENANTS – PAGE 15

- (c) The owner or owners of any parcel adversely affected, but only after each of the aforementioned persons or entities has been given demand to take enforcement action and has failed to do so, may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, condition or restriction and either to prevent him or her or them from so doing or to recover damages or other relief for such violation.

Section 5.02.

Methods of Enforcement.

Any owner or other persons found or alleged to be in violation of any of the provisions of this Declaration shall be given fifteen (15) days written notice of the nature of the violation and opportunity to correct same. Upon failure of such owner to correct the violation within said fifteen (15) day period, or such further time as may be granted by the entity giving such notice of violation these covenants may be enforced by any or all of the following means:

- (a) Arbitration, if agreed upon by the parties, under the guidelines set forth in paragraph 4.06 above.
- (b) Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission or cancellation of any contracts of an executory nature.
- (c) Eviction for trespass by police action.
- (d) Action by the Developer or the Committee, their agent or employees, to restore the portion of the affected property to the condition in which it is required to be kept by this Declaration.

Section 5.03.

Fees and Costs.

Any person or association entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a decree from any court or arbitrator enforcing any of the provisions hereof, shall be entitled to a reasonable attorney's fee and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his judgment or decree against the party in violation hereof.

DECLARATION OF PROTECTIVE COVENANTS – PAGE 16

Section 5.04.

Non-Liability for Enforcement or Non-Enforcement.

Neither the Developer nor property owners shall be liable to any person under any of the covenants for failure to enforce any of them, for personal injury, loss of life, damage to property, economic detriment, or for any other loss caused either by their enforcement or non-enforcement. Failure to enforce any of the covenants contained herein shall in no event be deemed a waiver of the right to do thereafter.

ARTICLE VI.

GENERAL PROVISIONS.

Section 6.01.

Binding Effect.

The various restrictive measures and provisions of these covenants and restrictions are declared to constitute mutual equitable servitude for the protection and benefit of each parcel in the subdivision and of the owners thereof and for the benefit of the subdivision as a whole. Each grantee of a conveyance or purchaser under a contract of sale, by accepting a deed or contract of sale, accepts such subject to all of the covenants, conditions and restrictions set forth in this Declaration and specifically agrees to be bound by each and all of them. Furthermore each such person acknowledges that the area surrounding future uses do and may include farming (including aerial spraying), ranching, logging, hunting, fishing and generally all kinds of outdoor activity, including use of trail or ATV vehicles.

Section 6.02.

Term and Amendment of Declaration.

The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument approved by not less than 2/3 (two thirds) of the parcel owners in the Development, which they execute and cause to be recorded in the office of the County Recorder of Adams County, Idaho, which instrument shall be ineffective until recorded. One vote shall be cast for each separate lot or parcel.

DECLARATION OF PROTECTIVE COVENANTS – PAGE 17

Section 6.03.

Effect of Security Interest.

None of the provisions of this Declaration shall in any way reduce the security or defeat or render invalid the lien of any mortgage or the title held under any deed of trust nor or hereafter placed on any part of the subdivision. If, however, any portion of the said property is sold under foreclosure of any mortgage or deed of trust or the power of sale therein, the party acquiring title at such foreclosure or sale and his successors shall hold all property so acquired subject to all of the terms and conditions hereof.

Section 6.04.

Severability.

Invalidation of any one or more of the covenants, conditions or restrictions contained herein by judgment or otherwise shall in no way affect the validity of any of the other provisions, which shall remain in full force and effect.

Section 6.05.

Application of Declaration.

The provisions of this Declaration shall apply to all parts of the subdivision, where applicable, and not to just the parcels, and shall further apply to all person (not just the owner) of any part of the subdivision property. It shall be the responsibility of the owners of the subject parcels within the subdivision to make sure that their tenants, if any, are fully aware of and abide by all of the conditions set forth in this Declaration at all times.

Section 6.06.

Non-Discrimination.

No owner, or his broker or any other agent advertising his property for rent, or sale, shall make any reference to, or discriminate on the basis of color, race or religion; not in renting or selling shall he inquire into, or discriminate or refuse to negotiate, or offer different terms, on the basis of color, race or religion of the prospective tenant or buyer.

DECLARATION OF PROTECTIVE COVENANTS – PAGE 18 (B)

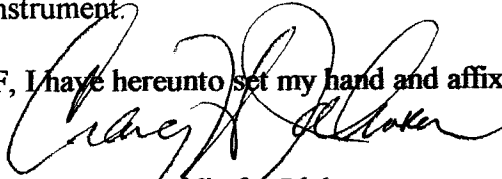
IN WITNESS WHEREOF, said Developer, known as, New Meadows Properties, LLC, has executed this Declaration on this 14<sup>th</sup> Day of November, 2005.

\_\_\_\_\_  
Shirley Bass, Manager  
Katherine Tassano Katherine Tassano, Manager  
\_\_\_\_\_  
Ronda Sandmeyer, Manager

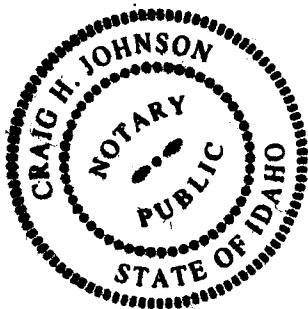
State of Idaho, )  
County of Valley )ss.

On this 14<sup>th</sup> day of November, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Katherine Tassano, known to me to be the persons whose name is subscribed to the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public for Idaho  
Residing at McCall, Idaho  
My commission expires: 4-3-2010



DECLARATION OF PROTECTIVE COVENANTS – PAGE 18 (C)

IN WITNESS WHEREOF, said Developer, known as, New Meadows Properties, LLC, has executed this Declaration on this 14<sup>th</sup> Day of November, 2005.

Shirley Bass Shirley Bass, Manager

Katherine Tassano Katherine Tassano, Manager

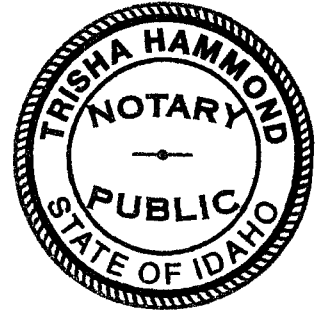
Ronda Sandmeyer Ronda Sandmeyer, Manager

State of Idaho, )  
 )ss.  
County of ADA )

On this 14<sup>th</sup> day of November, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronda Sandmeyer, known to me to be the persons whose name is subscribed to the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Trisha Hammond  
Notary Public for Idaho  
Residing at Boise, Idaho  
My commission expires: 11/07/09

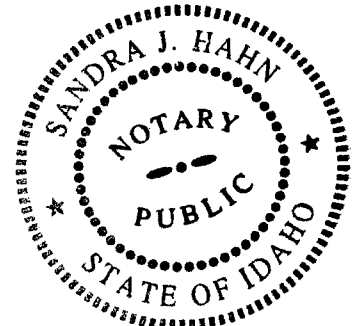


Signature of Ronda Sandmeyer

State of Idaho County of Ada  
Subscribed and sworn to before me on November 14, 2005

Sandra J. Hahn  
(Notary Signature)  
Sandra J. Hahn

Commission Expires April 21, 2009



DECLARATION OF PROTECTIVE COVENANTS – PAGE 18 (A)

IN WITNESS WHEREOF, said Developer, known as, New Meadows Properties, LLC, has executed this Declaration on this \_\_\_\_\_ Day of November, 2005.

Shirley Bass

Shirley Bass, Manager

\_\_\_\_\_

Katherine Tassano, Manager

\_\_\_\_\_

Ronda Sandmeyer, Manager

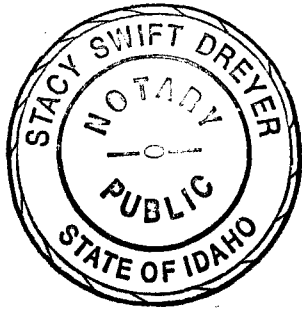
State of Idaho, )  
County of Adams )ss.  
)

On this 14<sup>th</sup> day of November, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Shirley Bass, known to me to be the persons whose name is subscribed to the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Stacy Swift Dreyer

Notary Public for Idaho  
Residing at New Meadows, Idaho  
My commission expires: 3-17-2011



## Exhibit "A"

Legal Descriptions For: RIDGEVIEW SUBDIVISION, Adams County, Idaho

- Lot 8, Ridgeview Subdivision, Adams County, Idaho
- Lot 9, Ridgeview Subdivision, Adams County, Idaho
- Lot 10, Ridgeview Subdivision, Adams County, Idaho
- Lot 11, Ridgeview Subdivision, Adams County, Idaho
- Lot 12, Ridgeview Subdivision, Adams County, Idaho
- Lot 13, Ridgeview Subdivision, Adams County, Idaho
- Lot 14, Ridgeview Subdivision, Adams County, Idaho
- Lot 15, Ridgeview Subdivision, Adams County, Idaho
- Lot 16, Ridgeview Subdivision, Adams County, Idaho
- Lot 19, Ridgeview Subdivision, Adams County, Idaho
- Lot 20, Ridgeview Subdivision, Adams County, Idaho
- Lot 21, Ridgeview Subdivision, Adams County, Idaho
- Lot 22, Ridgeview Subdivision, Adams County, Idaho
- Lot 23, Ridgeview Subdivision, Adams County, Idaho
- Lot 24, Ridgeview Subdivision, Adams County, Idaho
- Lot 25, Ridgeview Subdivision, Adams County, Idaho
- Lot 26, Ridgeview Subdivision, Adams County, Idaho
- Lot 27, Ridgeview Subdivision, Adams County, Idaho
- Lot 28, Ridgeview Subdivision, Adams County, Idaho
- Lot 29, Ridgeview Subdivision, Adams County, Idaho
- Lot 30, Ridgeview Subdivision, Adams County, Idaho
- Lot 31, Ridgeview Subdivision, Adams County, Idaho
- Lot 32, Ridgeview Subdivision, Adams County, Idaho
- Lot 33, Ridgeview Subdivision, Adams County, Idaho