

STATEMENT OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the 29 day of March, 2005, by
MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION BOARD, whose business address is
P.O. Box 577, Moyie Springs, Idaho 83845, hereinafter referred to as DECLARANT;

WITNESSETH:

WHEREAS, Declarant is the owner of all the property located in Boundary County, State of
Idaho, more particularly described as follows:

TRACT 6

A tract of land situated in the Southeast Quarter of the Southwest Quarter of Section 16, Township
62 North, Range 2 East, of the Boise Meridian, Boundary County, Idaho; more particularly described
as follows:

Commencing at a point of the South line in Section 16 which is S 89degrees 49' 11" W, 60.00 feet
from the South Quarter corner of Section 16; thence parallel to the North- South center of section
line of said Section 16, N 0 degrees 15' 08" W, 300.00 feet to a point on the westerly right of way of
County Road No. 62C, also known as Kootenai Rim Drive and the True Point of Beginning of this
description, said point being a 5/8" rebar and plastic cap marked RLS 3628; thence leaving said right
of way and along the north line of that parcel described in Instrument No. 167949, S 89 degrees 49'
11" W, 262.93 feet to a 5/8" rebar and plastic cap marked RLS 3628; thence leaving said north line N
0 degrees 15' 08" W, 331.34 feet to a 5/8" rebar and plastic cap marked RLS 3628; thence N 89
degrees 49' 11" E, 262.93 feet to a point on the westerly right of way of County Road No. 62C, said
point being a 5/8" rebar and plastic cap marked RLS 3628; thence along said right of way S 0
degrees 15' 08" E, 331.34 feet to the TRUE POINT OF BEGINNING.

TRACT 5

A tract of land situated in the Southeast Quarter of the Southwest Quarter of Section 16, Township
62 North, Range 2 East, of the Boise Meridian, Boundary County, Idaho; more particularly described
as follows:

Commencing at a point on the South line of Section 16 which is S 89 degrees 49'11" W, 60.00 feet
from the South Quarter corner of Section 16; thence parallel to the North- South center of section
line of said Section 16, N 0 degrees 15' 08" W, 300.00 feet to a point on the westerly right of way of
County Road No. 62C, also known as Kootenai Rim Drive and the True Point of Beginning of this

description, said point being a 5/8" rebar and plastic cap marked RLS 3628; thence leaving said right of way and along the North line of that parcel described in Instrument No. 167949, S 89 degrees 49' 11" W, 262.93 feet to a 5/8" rebar and plastic cap marked RLS 3628; thence leaving said North line N 0 degrees 15' 08" W, 331.34 feet to a 5/8" rebar and plastic cap marked RLS 3628; thence N 89 degrees 49' 11" E, 262.93 feet to a point on the westerly right of way of County Road No. 62C, said point being a 5/8" rebar and plastic cap marked RLS 3628; thence along said right of way S 0 degrees 15' 08" E, 331.34 feet to the TRUE POINT OF BEGINNING.

TRACT 4

A tract of land situated in the Southeast Quarter of the Southwest Quarter of Section 16, Township 62 North, Range 2 East, of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Commencing at a point on the South line of Section 16 which is S 89 degrees 49' 11" W, 60.00 feet from the South Quarter corner of Section 16; thence parallel to the North- South center of section line of said Section 16, N 0 degrees 15' 08" W, 631.34 feet to a point on the westerly right of way to County Road No. 62C, also known as Kootenai Rim Drive, said point being a 5/8" rebar and plastic cap marked RLS 3628; thence leaving said right of way S 89 degrees 49' 11" W, 262.93 feet to a 5/8" rebar and plastic cap marked RLS 3628; thence N 0 degrees 15' 08" W, 165.67 feet to a 5/8" rebar and plastic cap marked RLS 3628; thence N 89 degrees 49' 11" E, 262.93 feet to a point on the westerly right of way of County Road No. 62C, said point being a 5/8" rebar and plastic cap marked RLS 3628; thence along said right of way S 0 degrees 15' 08" E, 165.67 feet to the TRUE POINT OF BEGINNING.

TRACT 3

A tract of land situated in the Southeast Quarter of the Southwest Quarter of Section 16, Township 62 North, Range 2 East, of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Commencing at a point on the South line of Section 16 which is S 89 degrees 49' 11" W, 60.00 feet from the South Quarter corner of Section 16; thence parallel to the North - South center of section line of said Section 16, N 0 degrees 15' 08" W, 797.01 feet to a point on the westerly right of way to County Road No. 62C, also known as Kootenai Rim Drive, said point being a 5/8" rebar and plastic cap marked RLS 3628; thence leaving said right of way S 89 degrees 49' 11" W, 262.93 feet to a 5/8" rebar and plastic cap marked RLS 3628; thence N. 0 degrees 15' 08" W, 165.67 feet to a 5/8" rebar and plastic cap marked RLS 3628; thence N 89 degrees 49' 11" E, 262.93 feet to a point on the westerly right of way of County Road No. 62C, said point being a 5/8" rebar and plastic cap marked RLS 3628; thence along said right of way S 0 degrees 15' 08" E, 165.67 feet to the TRUE POINT OF BEGINNING.

TRACT 2

A tract of land situated in the Southeast Quarter of the Southwest Quarter of Section 16, Township 62 North, Range 2 East, of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Commencing at a point on the South line of Section 16 which is S 89 degrees 49' 11" W, 60.00 feet from the South Quarter corner of Section 16; thence parallel to the North - South center of section line of said Section 16, N 0 degrees 15' 08" W, 963.68 feet to a point on the westerly right of way to County Road No. 62C, also known as Kootenai Rim Drive, said point being a 5/8" rebar and plastic cap marked 3628; thence leaving said right of way S 89 degrees 49' 11" W, 262.93 feet to a 5/8" rebar and plastic cap marked RLS 3628; thence N 0 degrees 15' 08" W, 165.67 feet to a 5/8" rebar and plastic cap marked RLS 3628; thence N 89 degrees 49' 11" E, 262.93 feet to a point on the westerly right of way of County Road No. 62C, said point being a 5/8" rebar and plastic cap marked RLS 3628; thence along said right of way S 0 degrees 15' 08" E, 165.67 feet to the TRUE POINT OF BEGINNING.

TRACT 1

A tract of land situated in the Southeast Quarter of the Southwest Quarter of Section 16, Township 62 North, Range 2 East, of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Commencing at a point on the South line of Section 16 which is S 89 degrees 49' 11" W, 60.00 feet from the South Quarter corner of Section 16, thence parallel to the North- South center of section line of said Section 16, N 0 degrees 15' 08" W, 1128.35 feet to a point on the westerly right of way of County Road No. 62C, also known as Kootenai Rim Drive, said point being a 5/8" rebar and plastic cap marked RLS 3628; thence leaving said right of way S 89 degrees 49' 11" W, 262.93 feet to a 5/8" rebar and plastic cap marked RLS 3628; thence N 0 degrees 15' 08" W, 165.51 feet to a point on the southerly right of way of Old Highway No. 2, said point being a 5/8" rebar and plastic cap marked RLS 3628; thence along said right of way N 89 degrees 44' 52" E, 262.93 feet to the intersection of the southerly right of way of Old Highway No. 2 and the westerly right of way of County Road No. 62C, said intersection being a 5/8" rebar and plastic cap marked RLS 3628; thence along said westerly right of way S 0 degrees 15' 08" E, 165.84 feet to the TRUE POINT OF BEGINNING.

WHEREAS, Declarant will convey the said property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all the property described above shall be held, sold and conveyed, subject to the following easements, restrictive covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness

of the real property. These easements, restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having or who will acquire any right, title, or interest in the above described properties or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE 1 - AREA OF APPLICATION

1. FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Article 2 hereof in their entirety shall apply to all of the above described real estate.

ARTICLE 2 - RESIDENTIAL COVENANTS

1. LAND USE AND BUILDING TYPE. No lots shall be used except for family residential purposes. No buildings shall be commenced, erected, altered, placed, or permitted to remain on any lot other than those approved by Mountain Meadows Home Owners Association Board (hereinafter "The Board").

2. ARCHITECTURAL CONTROL. No buildings shall be commenced, erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Board as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

3. DWELLING QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than the average cost per square foot in the community at the time of construction, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of

workmanship and materials substantially the same or better than that which can be produced a minimum cost stated herein for the minimum permitted dwelling size.

4. SPECIAL PROVISION ON ROOFING. Roofs shall only be constructed with fire proof roofing material. Wood roofing material is allowed if treated with fireproof material. "Fire proof roofing" and "fire proof material" must comply with the specifications for such material and roofing as outlined in the Uniform Building Code, current as of the date of construction.

5. BUILDING LOCATION. Lot Line Set Back: No building shall be located on any lot without approval by the Board. The set back from lot property lines shall be at least ten (10) feet to comply with current Boundary County Zoning ordinances.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. By the Idaho State law, all property owners or purchasers must control noxious weeds on their property. If the Board, after a hearing, determines this is not being done, the Board shall hire the control work to be done and bill the property owner or purchaser for the cost.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. During the construction of any residence, it shall be permissible for the builder or contractor to place a temporary office and tool shed on the premises which shall be removed immediately following the completion of the building.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during

the construction and sales period.

9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. SWINE, LIVESTOCK AND POULTRY. No swine, livestock, or poultry of any kind shall be raised, bred or kept on any lot. Horses, llamas, dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and so long as the care given such animals is accomplished in such a way as to not constitute a source of annoyance to any adjoining property owner.

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. The burning in outside incinerators, barbecue pits and the like is prohibited, it being intended that all refuse trash, garbage, and the like shall be hauled from the subdivision. Nothing herein shall preclude the right of a lot owner to burn seasonal leaves, pine needles and the like so long as the lot owner has acquired proper and appropriate permits.

12. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Idaho Department of Health and Welfare and Panhandle Health District. Approval of such system as installed shall be obtained from such authority. A sewage disposal system is required.

13. USE RESTRICTIONS. No manufacturing or commercial enterprises shall be conducted or maintained upon or in connection with any residential lot or lots nor shall said lot or lots, in any way, be used for other than strictly residential purposes except that professional offices may be maintained with the main dwelling upon specific approval by the Board in each case.

14. REFUSE. Refuse piles or other unsightly objects or material shall not be allowed to be placed or remain upon the premises or easements. The Board or its agents shall have the right to enter upon said lands and remove such refuse piles or other unsightly objects or materials at the expense of the owner and such entry shall not be deemed a trespass, and owner shall be liable for costs incurred relative thereto.

15. PARKING. No commercial- type trucks shall be stored or parked on any lot nor parked on any street. Cars and pick-ups belonging to a lot owner shall be regularly parked off the street.

16. TRAILER AND BOAT PARKING. House trailers or mobile homes shall not be stored or parked on any lot. That type of trailer commonly known as a camping trailer, and boats may be parked by the owner so long as such camping trailer or boats are parked in the rear of the dwelling.

17. GRAVEL PITS. No gravel pit or sand pit shall be maintained or operated on any lot.

18. OBSTRUCTIONS. Outside aerials, antennas, towers, or similar structures must be approved by the Board.

19. BUILDING MATERIALS. All materials used in the construction, alteration or remodeling of any building, wall, fence, or other structure shall be new and of good quality and design. Used materials of good quality may be used in exceptional circumstances, providing the

written approval of the use of such materials is first obtained from Mountain Meadows Home Owners Association.

20. SURFACE WATER. No owner shall collect water at one point and discharge same on to an adjoining lot nor in any way change the natural drainage so as to unduly change the amount of water which runs onto an adjoining property.

21. CONSTRUCTION TIME LIMITATIONS. All construction of a residential nature must be completed within eighteen (18) months from commencement of construction.

22. MOBILE HOMES AND MODULAR HOMES. No structures commonly referred to as "mobile homes" shall be placed upon any lot. "Modular Homes" are permitted so long as they are new and approved by the Board. Modular homes are defined as pre-constructed frame homes and are set on permanent foundations.

- (a) Modular Homes as the term is used in this Statement of Protective Covenants, Conditions and Restrictions is defined in Idaho Code 39-4105(12).
- (b) Modular Homes shall be multi-sectional enclosing a space of not less than one thousand three hundred (1,300) square feet. When assembled on site they shall be not less than twenty four (24) feet both in length and width and shall have been certified as having been constructed in accordance with the standards for certification of mobile homes by the U.S. Department of Housing and Urban Development and Farm Home Administration mobile home construction and safety standards.
- (c) Modular housing shall be installed in accordance with Title 39, Chapter

4105(12), Idaho Code; "Modular Housing Setup Code".

- (d) The Modular Home shall meet the 2000 International Building Code.
- (e) The Modular Home shall have exterior siding and roofing material commonly used on the residential dwellings and which is comparable to the predominant materials used on the buildings within the area.

23. DRIVEWAYS. No driveways, private lanes or roads shall be built without prior approval by the Board.

24. FUTURE SUBDIVISION. Any future subdivision of any lot, parcel or tract of the aforementioned property is prohibited.

25. UTILITY FEES. All utility hook-up fees are the responsibility of the buyer.

26. MOTO-CROSS COURSES. No moto-cross or other courses may be constructed on any lot.

27. STREET IMPROVEMENTS. Each lot in this subdivision is sold as an unimproved lot. The sellers have no obligation to improve the lots or the streets in this subdivision, any obligation to put in water or sewer lines or other utilities or conveniences, and nothing has been included in the purchase price to cover any such improvement.

28. EXTERIOR LIGHTING. Exterior lighting, other than normal incandescent lights identifying doorways and house numbers, are not permissible without written approval by the Board. Before acting on any such request, the Board will notify all affected Lot owners, and invite them to present their opinions at a meeting called for that purpose. Lot owners may attend the meeting personally or by written communication.

ARTICLE 3 – MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION BOARD

1. REVIEW BY BOARD. The Board shall consist of three Lot owners plus one Lot owner selected as an alternate to serve in the event of the absence of a Board member, or to fill any vacancy in the Board that may occur. The present Board shall have staggered terms of 1, 2 or 3 years from the date hereof to be determined by lot. Thereafter, each Board member shall serve for a 3 year term, after being elected at an election held on this date each year. Each property owner will have one vote. The alternate owner will have one vote. A Board member must be a Lot owner or purchaser. It is understood that the Board shall have the right and authority to name new members to the Board in its discretion.

The Board shall have the right to refuse to approve any such plans or specifications or grading plans, shall have the right to take into consideration the use and suitability of the proposed building or structure and of the materials with which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structures planned on the outlook from the adjacent neighboring property, and may at its discretion allow or grant exceptions to these covenants when in its opinion it is advisable to do so.

2. APPROVAL OR DISAPPROVAL. The Board's approval or disapproval, as required in these covenants, shall be in writing. In the event the Board, or its designated representative, fails to approve or disapprove, within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. DESIGNATION OF REPRESENTATIVE OR SUCCESSOR. A majority of the

Board may designate a representative to act in its behalf. In the event of death or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. Neither the members of the Board nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant.

ARTICLE 4 - GENERAL PROVISIONS

1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Costs of enforcing these covenants, including attorney fees and court costs, shall be paid by any person found in violation of said covenants, conditions and/or restrictions. Such proceedings may be commenced by any lot owner or by the Board.

3. SEVERABILITY. 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.

4. NOTICE. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have properly given when mailed, postage prepaid, to the last known address of the person who appears as owner of record at the time of such mailing.

219657

DATED this 23 day of March, 2005

MOUNTAIN MEADOWS HOME OWNERS
ASSOCIATION:

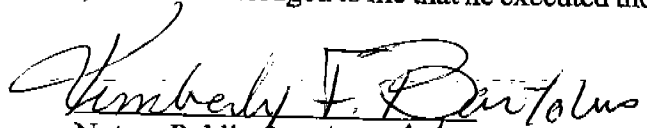


WILLIAM T. McCLINTOCK



STATE OF Wash :
County of Pacific :
SS

On this 23 day of March, 2005, before me, the undersigned Notary Public, personally appeared WILLIAM T. McCLINTOCK, known/or identified to me to be the person whose name is subscribed to the foregoing Instrument, and acknowledged to me that he executed the same.


Notary Public for Wash
Residing at Wash
My Comm. Exp.: 2/1/07

