

INSTRUMENT NO. 113319

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSSROADS NEW MEADOWS

For Platted Land in New Meadows, Idaho.

THIS DECLARATION is made this 1st day of November 2006; by Crossroads New Meadows, LLC. hereinafter called "Declarant".

WHEREAS Declarant is the owner of the real property described in Article III of this Declaration ("the Property") and desires to create on a portion thereof a residential community;

WHEREAS Declarant desires to provide for the preservation of the values and amenities in the Property, and to this end, desires to subject the Property to 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; and,

NOW, THEREFORE, the Declarant declares that the Property, and such additions to the Property as may be made pursuant to Article X hereof, is and shall be held, transferred, sold, conveyed and occupied subject to covenants, conditions, easements, charges, and liens hereinafter set forth.

ARTICLE I

DECLARATION

Declarant hereby declares that each lot, parcel or portion of the Property located within Crossroads New Meadows, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (I) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; (II) shall insure to the benefit of and be binding upon Declarant, Declarant's successor in interest and each Grantee or Owner and such Grantee's or Owner's respective successors in interest; and (IV) may be enforced by Declarant, by any Owner or such Owner's successors in interest, or by the Association as hereinafter described.

Instrument # 113319

COUNCIL, ADAMS, IDAHO

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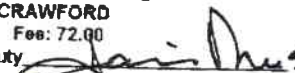
Recorded for : ROBERT CRAWFORD

MICHAEL FISK

Fee: 72.00

Ex-Officio Recorder Deputy

Index to: COVENANTS



ARTICLE II

DEFINITIONS

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

Articles: "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

Assessments: "Assessments" shall mean those payments required of Property Owners, including Regular, Special and Limited Assessments of the Association as further defined in the Declaration.

Association: "Association" shall mean the West Pine Property Owners' Association.

Association Rules: "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Residential Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

Board: "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

Bylaws: "Bylaws" shall mean the Bylaws of the Association.

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

Declarant: The term "Declarant" shall mean Crossroads New Meadows, LLC, an Idaho corporation, or its' successors in interest, or any person or entity to whom rights under this Declaration are expressly transferred by Crossroads New Meadows, LLC.

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

Dwelling, Dwelling Units: The term "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.

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.

Lot: The term "Lot" shall mean any parcel of real property located in the Residential Property and designated as a Lot on the Recorded plat of the Existing Property.

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, including buyers under executory contracts of sale and excluding those holding an interest merely as security for the performance of an obligation.

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.

Property Owner: The term "Property Owner" shall mean any Owner of a Lot within the Commercial Property.

Commercial Property: The term "Commercial Property" is defined at Section 3.02 below.

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

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

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

3.01 The Property: The real property which makes up the Crossroads New Meadows, as platted with the Adams County Recorder, is located in the city of New Meadows, Idaho and is more particularly described at **Exhibit "A"** attached hereto and incorporated herein by reference (hereafter the "Existing Property").

3.02 Commercial 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 at Lots 1 through 6 of Crossroads New Meadows, as platted with the Adams County Recorder, as well as any additional Lots which may be annexed into Crossroads New Meadows pursuant to Article X below.

ARTICLE IV

PROTECTIVE COVENANTS

4.01 Use and Units: All of the subject lots in the commercial property shall be used for commercial, residential or mixed use. Residential use will be subject to the approval of the city of New Meadows. No industrial or light industrial uses shall be allowed within the subdivision. Approved uses will be retail (including financial institutions), professional offices, medical offices, restaurants and certain other light commercial uses.

The following are some of the prohibited uses: gas stations, convenient stores, kennels, automotive repair, cabinet shops, mini-storage, and any business that creates a noise nuisance or requires outdoor storage. There is a deed restriction that prohibits specific entities and is attached as Exhibit "B."

None of the subject lots or parcels that are part of Crossroads New Meadows shall be split, divided or subdivided into smaller lots or parcels than indicated on the Recorded Plat of Crossroads New Meadows property, in the office of the County Recorder of Adams County, Idaho. However, this provision is not meant to limit condominium development.

All structures shall be subject to the following conditions and limitations:

A. Architectural Review: No construction without prior approval of the association, with approval based on conformance with the CC&R's regarding design, site plan, elevations, snow storage, siding and roof materials. The emphasis will be on a northwestern theme with natural sidings and colors. No metal buildings or roofs will be allowed. Each structure shall be architecturally designed with wood and rock emphasis and a composition roof.

B. Building setback minimums: 5' from rear entrance/exit road easement, 15' from side lot lines and 18' from front lot lines (8' for the curb, gutter and sidewalk and 10' for landscaping between building and the sidewalk).

C. Structures per lot: Only one structure per lot shall be allowed unless approved by the ACC. The height restriction shall be no more 35'. Mixed use or multiple tenants shall be allowed.

D. Building coverage: Square footage not to exceed 50% of the lot acreage.

E. Parking: Parking requirements shall comply or exceed the New Meadows City parking ordinance.

F. Zoning: The lots are zoned commercial. Any residential use will require a conditional use permit from the city of New Meadows.

G. Size: A structure shall contain a minimum of 800 square feet of total area unless approved by the ACC. All construction must be of good quality and done in a good workmanlike manner. Manufactured or prefabricated buildings are **not** allowed without the approval of the ACC.

H. Improvements: No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground improvement shall be built, erected, placed or materially altered on, or removed from the Commercial Property unless and until the building plans, specifications and plot plan, or other appropriate plans and specifications, have been reviewed in advance by the Architectural Control Committee and the same have been approved in writing. The procedures for review are more fully set forth in Article VIII. The review and approval or disapproval may be based upon the following factors: size, height, design and style elements, mass and form, setbacks, finished ground elevations, architectural symmetry, drainage, color materials, physical or aesthetic impacts on other properties, artistic conformity to the terrain and other improvements on the Commercial Property, and any and all other factors which the Architectural Control Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the improvements. This Declaration is not intended to serve as authority for the Architectural Control Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

I. Access: The parcels are designed to be accessed by motor vehicles through Crossroads Court, the private access road at the rear of each property. There is no approved highway frontage access; all access must be via Nora Street and Crossroads Court. Lots #2 and #3 may enter either by Nora Street and/or by Crossroads Court. Pedestrian traffic can use the perimeter sidewalk for access from the front of each building.

J. Surfaces: All access driveways and parking spaces shall have a solid wearing surface approved by the Architectural Control Committee and shall be graded to assure proper drainage.

K. Addresses: Each structure shall have a street number discreetly placed on the structure to be easily identified by emergency services.

L. Exterior lighting: Exterior lighting, including flood lighting shall be part of the architectural concept of the improvements on the Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design and shall be approved by the Architectural Control Committee.

M. Height: The maximum height of any building shall be in compliance with the applicable New Meadows and Adams County land use or zoning ordinances, but shall not exceed thirty five (35) feet in height, measured from the high side of the finished grade, adjacent to the highest point of any roofline.

N. Exterior: No exterior surfaces of any structure shall be painted other than earth tones, excluding trim without ACC approval. 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. Prior to construction, samples of such materials must be approved by the Architectural Control Committee.

O. Satellite: TV Satellite dishes (larger than 24 inches) should be screened from view of the road, if possible, and be first approved by the Architectural Control Committee.

P. Landscaping: Planting manageable, decorative trees, shrubs and lawn at the front of each parcel is required upon construction of a building. All lots shall be properly cared for at all times so as to maintain a good appearance to the public view. Proper planning is required so matured trees do not encroach upon or block the views of adjacent lot owners. In the event of neglect to properly maintain and care for any such lot, 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 work so performed to be billed to, and paid for by, the owner or owners of such lot and become a lien upon the property. All landscaping, exterior structure surfaces, dimensions and locations on the lot shall be approved by the Architectural Control Committee prior to commencement of any work thereon. No structure or landscaping shall be approved which shall detract from the attractiveness or desirability of Crossroads New Meadows. Each owner shall be responsible for weed control on their respective parcel.

Q. Garbage: Any garbage or waste materials must be properly stored in refuse containers which shall be fenced and screened. No parcel shall be used or maintained as a storage ground for 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.

R. Prohibited Lot Uses: Nothing shall be done or kept on any lot by any person which will increase the rate of insurance or any other lot or which will result in the cancellation of any insurance or which constitutes a violation of any law.

S. Utilities: The Declarant shall provide access to underground electrical power and phone service to the edge of each lot. The purchaser and owner of each parcel agree 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. Each lot owner is responsible for the city of New Meadows water and sewer hook up fees and any fee from Idaho Power providing power from the installed sector boxes.

T. **Signage:** All business or directional signs shall be approved the ACC.

U. **Drainage:** There shall be no interference with the established drainage pattern over any portion of the property unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Control Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the property is completed by Declarant, or that drainage which is shown on any plans approved by the Architectural Control Committee.

V. **Fire Hazard Mitigation:** Crossroads New Meadows Property Owners shall follow the Fire Mitigation Plan adopted by Adams County. All roofs shall be covered with fire resistant material. The use of fire retardant wood shakes or shingles shall be discouraged and shall be allowed only with the prior consent of the Architectural Control Committee, which may base its decision on the recommendation of the Meadows Valley Rural Fire Protection Association.

W. **Common Area:** All of the Lots shall be subject to, and all of the Lots shall have the right to utilize the Common Area Open Space, which is shown on the Plat. Declarant, or Declarant's assigns, shall have the right to create and impose rules for the use of that area and the Architectural Control Committee shall control and provide for enforcement.

Those who shall have a right of use of the Common Area Open Space, subject to the aforesaid rules, are as follows: the Property Owners; Declarant; any other party to whom the Declarant may grant use of the Easement. Any such use shall be pursuant to the rules and regulations imposed by Declarant or Declarant's assigns.

ARTICLE V
Crossroads New Meadows
PROPERTY OWNER'S ASSOCIATION

5.01 **Organization:** Declarant shall initially organize The Crossroads New Meadows Property Owner's Association. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed so as to be inconsistent with this Declaration. In the event that there should exist any ambiguity in any provision of the Articles or Bylaws then such

provision shall be construed, to the extent possible, so that such provision shall be interpreted so as to be consistent with the provisions of this Declaration.

5.02 Membership: Every person or entity who is a recorded Owner of a fee or undivided fee interest in any Lot within Crossroads New Meadows shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from the fee ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. Transfer of a Lot shall automatically transfer membership in the Association.

5.03 Voting Rights: The Association shall have one (1) class of Members, all of whom shall be voting members.

All Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot all such persons shall be entitled to all rights and privileges of membership. The vote for such Lot shall be exercised as its Owners collectively determine but in no event shall more than one (1) vote be cast with respect to any lot.

5.04 No Fractional Votes; No Severance of Voting Rights: Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes should be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant except that any Owner may give a revocable proxy or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Lot concerned for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner subject to any assignment of the right to vote to a lessee, mortgage or beneficiary as provided herein.

5.05 Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the Board of Directors ("Board") and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.06 Powers and Duties of the Association:

A. Powers: The Association shall have all the powers of a corporation organized under the nonprofit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, Bylaws and Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration and the Articles and Bylaws

and to do and perform any and all acts which may be necessary to, proper for or incidental to the proper management and operation of the Associations affairs and the performance of the other responsibilities herein assigned without limitation.

(1) Assessments: The power to levy Assessments on any Member or any portion of the Property and to force payment of any Assessments all in accordance with the provision of this Declaration.

(2) Right of Enforcement: The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suite to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or Bylaws, including the Association Rules adopted pursuant of this Declaration and to enforce, by injunction or otherwise, all provisions hereof.

(3) Delegation of Powers: The authority to delegate its powers and duties to committees, officers, employees or to any person, firm or corporation. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by any person or entity of any such duty or power so delegated.

(4) Association Rules: The power to adopt, amend and repeal, by majority vote of the Board, such rules and regulations as the Association deems reasonable provided, however, that any Association Rules shall apply equally to all Owners, and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any provisions of this Declaration or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provision of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

(5) Emergency Powers: The power, exercised by the Association or by any person authorized by it, to enter upon any portion of the Property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance of construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable and the Association shall repair any damage caused thereby.

B. Duties: In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, with limitation, each of the following duties:

(1) Association Common Areas:

- a) Crossroads Court, the access road within the subdivision designated as a private (not City) road shall be constructed by the Declarant and maintained, including snow removal, by the Association.
- b) The eight foot wide sidewalk on the south and west portions of the property.
- c) The street lamps along the sidewalk.
- d) The drainage easements and snow storage easements.

(2) Insurance: Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect any insurance policy the Board deems necessary or advisable including, without limitation, directors and officers liability insurance.

(3) Rule Making: Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

(4) Architectural Control Committee: Appoint and remove members of the Architectural Control Committee subject to the provisions of this Declaration.

ARTICLE VI ASSESSMENTS

6.01 Covenant to Pay Assessments: By acceptance of a deed to any Lot in the Property, each Owner of such Lot hereby covenants and agrees to pay, when due, all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and Charges made against such owner pursuant to the provisions of this Declaration or other applicable instrument.

A. Assessment Constitutes Lien: Such Assessments and charges, together with interest at a rate established by the Board, costs and reasonable attorney's fees which may be incurred in collecting the same shall be a charge on the land and shall be a continuing lien upon the lot against which each such Assessment or charge is made.

B. Assessment is Personal Obligation: Each such Assessment, together with interest at a rate established by the Board, costs and reasonable attorney's