

INSTRUMENT NO. 92351
State of Idaho)
County of Adams) ss.

Filed for record at the request of
Timberline Title & Escrow

After Recording Return to:

WILDERNESS WEST, L.L.C.
P.O. BOX 18213
SEATTLE, WA 98118

32 min. past 3 o'clock P.M.

FINAL 06/10/97

this 1 day of Aug, 1997

MICHAEL FISK, RECORDER

by Peggy Linkel
Deputy

Fee \$ 21.00

RIVER VISTA ADDITION DECLARATION OF BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS

WILDERNESS WEST, L.L.C., a Washington Limited Liability Company ("WW"), hereinafter referred to as Grantor, does hereby certify and declare:

Section 1. General Provisions. The Grantor is the owner of certain land which is legally described in Exhibit A attached hereto, located in Adams County, Idaho, and which property has been subdivided in accordance with the plat of River Vista Addition as recorded in the office of the County Recorder of Adams County, Idaho, in Book 2 of Plats on page 22 on the 1st day of August, 1997 (hereinafter sometimes referred to as "River Vista Addition"). Grantor does hereby establish a general plan for the development, improvement, maintenance and protection of the real property, and for that purpose does hereby establish the building restrictions and protective covenants set forth herein. Said building restrictions and protective covenants shall attach to and shall pass with the land, and shall bind all persons who may at any time hereafter and from time to time own or claim any right, title, or interest in and to said land, and the successors in title and interest to said land, whether acquired through voluntary act or through operation of law.

Section 2. Definition of Terms. That the term "Grantor" wherever used herein shall refer either singularly or collectively, to the above named Grantor, and to its successors, representatives and assigns, and to any person or persons, or other legal entity to whom the rights and obligations of the Grantor as set forth in these building restrictions and protective covenants shall be specifically transferred.

The term "Grantee" used herein shall refer not only to the person, corporation, association or other legal entity who originally purchased a Lot or parcel of land in River Vista Addition from the Grantor, but also to any person, corporation, association or other legal entity who hereafter shall assert

or claim any right, title, claim or interest in and to said land or any Lot piece thereof, whether as successors in title voluntarily or by operation of law.

The term "Lot" shall refer to a piece of real estate which is separately described, and which is recognized by Adams County as a legal and separate piece of real estate, and which property is included in River Vista Addition which is subject to these building restrictions and protective covenants.

The term "Lot Owner" shall mean the person or persons holding fee title to a Lot or purchasing a Lot by contract of sale.

Section 3. Violation and Enforcement. If any Grantee violates or attempts to violate any of the provisions of these building restriction and protective covenants, then any person or persons, corporation, association or other legal entity owning a Lot of land in River Vista Addition or by a homeowners association comprised of such Lot owners or by the Architectural Control Committee or by a lawful municipal authority, shall have full power and authority, to prosecute any proceeding at law or in equity against the grantee violating or attempting to violate any of the provisions of these building restrictions and protective covenants, and either to prevent him or them from so doing or to recover damages sustained by reason of such violation. The prevailing party in any such legal action shall recover reasonable attorneys fees and all litigation costs from the non-prevailing party.

In the event that any provision, sentence or paragraph contained in these building restrictions and protective covenants is invalidated by judgment or court order, it shall not affect or invalidate any of the other provisions, sentences or paragraphs of these building restrictions and protective covenants, but the same shall remain in full force and effect.

Section 4. Term of Restrictions/Amendment. These building restrictions and protective covenants shall run with the land described herein and shall be binding upon the parties hereto, and all successors in title and interest of any of the said parties, or any part thereof, until January 1, 2007, at which time said restriction shall be automatically extended for a successive period of ten years, unless the owner or owners of the legal title to not less than two thirds of the Lots, agree to amend or terminate these building restrictions and protective covenants. In addition, so long as Grantor retains fee title to any Lot, Grantor shall have the right and power to unilaterally amend these building restrictions and protective covenants. Any amendment or termination of these building restrictions and protective covenants shall be in writing, duly signed and acknowledged, and shall become effective upon the filing of the same in the office of the county recorder of Adams County, Idaho.

Section 5. Temporary Structures. No structure of a temporary character, camp trailer, basement, tent or shack shall be used on any Lot at any time as a residence, except as temporary living quarters while a permanent dwelling is under construction. Any such temporary structure will be permitted on the Lot for a maximum of six months, after which it must be removed or properly garaged. No working or commercial vehicle, one and one half ton or greater, or trailers or mobile homes shall regularly or as a matter of practice be parked on any building site, nor on the street adjacent thereof, unless properly garaged.

Section 6. Building Restrictions. Each Lot shall constitute a building site and not more than one family dwelling and one detached guest house shall be placed, constructed or maintained on each building site. Except as specifically provided herein, no building site shall be used except for residential or agricultural purposes, and no building shall be erected, altered, placed, or permitted to remain on any building site other than one detached primary single family home and one detached guest house.

Each primary residential dwelling erected, constructed, maintained, or permitted on each building site shall contain a minimum of at least one thousand two hundred (1,200) square feet of floor area, exclusive of garages, open entries, porches, basements, decks, and terraces, and each primary residential dwelling shall cost at least a minimum of EIGHTY THOUSAND DOLLARS (\$80,000.00) based upon minimum construction cost levels of \$66.00 per square foot prevailing on date these covenants are recorded, exclusive of the cost of said building site; and for this purpose, the cost shall be construed to mean the actual cost or contract price of erecting and constructing said primary residential dwelling and garage. Any detached guest house shall likewise have a minimum construction cost of \$66.00 per square foot based upon cost levels prevailing on the date these covenants are recorded as provided herein. Unless otherwise allowed by the Architectural Control Committee, the detached guest house shall contain a maximum of 1,000 square feet of floor area exclusive of garages, open entries, porches, basements, decks, and terraces.

It shall be permissible, where a single family residence has been erected on a particular parcel, to erect in connection therewith appropriate fences, corrals, stalls, barns, and shop buildings, for the storage and keeping of machinery, hay and feed, and for the keeping of livestock.

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

Section 7. Prosecution of Work. The work of construction of all buildings, alterations, and additions thereof, shall be prosecuted diligently and continuously from commencement of construction until such buildings, alterations and additions are completed and painted. All buildings, alterations and additions shall be fully completed as to external appearance, within six months of commencement unless prevented by cause not due to grantee's neglect, or failure to prosecute diligently the work to completion.

Section 8. Limitation of Use. No building or structure of any type shall be moved onto said building site except a new prefabricated structure of a type and design complying with Section 6 as set forth therein. No trailer house, mobile home, or so-called double-wide mobile home shall be maintained or installed upon any building site as a residence or for any other purpose.

Section 9. No Subdivision of Lots. Any Lot which is subject to these Building Restrictions and Protective Covenants, and which is conveyed to any Grantee by Grantor, shall at no time be divided or subdivided into smaller Lots.

Section 10. Other Development Projects of Grantor. With regard to any real estate owned by Grantor, other than the real estate described in Exhibit A attached hereto, which Grantor shall seek to subdivide, rezone, improve or otherwise develop, each Grantee, as a condition for purchasing a parcel from Grantor designates and appoints Grantor as Grantee's special attorney-in-fact to approve, consent to and support any such land use action or development sought by Grantor. This designation of authority and proxy, is coupled with an interest and shall not be revoked without the written consent of Grantor. Further, all Grantees waive any and all right of protest and shall not act in any way inconsistent with this designation of authority to Grantor.

Section 11. Sewage Disposal. All bathroom sinks and toilet facilities shall be inside the dwelling house and shall be connected by underground pipes with a septic tank of a depth and type of construction approved by Adams County and State of Idaho Health Authorities. The drains from said septic tanks shall be kept within each Lot, unless otherwise allowed by written easement. The effluent from septic tanks shall not be permitted to discharge into any streams or open drains.

Section 12. Refuse. No car bodies, discarded appliances or unsightly materials may be stored upon the real property.

Section 13. Billboards and Signs. No signs or billboards of any kind for any use shall be erected, painted or displayed upon any of the land; except, however, there shall be a right to display signs during the period that a grantor or grantee, or its authorized agents, are placing any building site or sites upon the market for sale.

Section 14. Architectural Control Committee. The Architectural Control Committee ("ACC") shall consist of three (3) members who shall be appointed initially by Wilderness West, L.L.C. and shall remain in office until such time as eighty percent (80%) of the Lots subject to this Declaration have been built upon and conveyed from WW to a Grantee, but in no event longer than December 31, 2002. From and after such time, the ACC shall be composed of three (3) or more representatives elected by a majority of the owners of the Lots.

Section 15. Building Envelope. Unless otherwise approved in writing by the ACC, all buildings constructed on a Lot shall be located in the Building Envelope as identified on the recorded plat of River Vista Addition. Term "building" shall refer to any primary dwelling, guest house, barn, shop building, or other building of any type.

Section 16. Approval of Plans by ACC. All buildings and structures, antennas, satellite dishes of four (4) feet or larger in diameter, or other structures to be constructed within the Lot, shall be approved by the ACC. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location of the same, shall be submitted to the ACC. All plans and specifications for approval by the ACC must be submitted at least thirty (30) days prior to the proposed construction or alteration starting date. Construction or alteration shall not be started until written approval thereof is given by the ACC.

In the event ACC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required.

The plans and specifications shall be prepared by an architect or a competent house designer and in a form which is in compliance with requirements of governmental authorities for a building permit and in the absence of requirements by governmental authorities otherwise or waiver by the ACC, such plans and specifications shall conform to the then current Uniform Building Code. One set of plans, elevations and specifications shall in each case be delivered to the ACC.

The ACC will review a submittal as to external design and the quality of workmanship and materials planned for conformity and harmony with a high quality residential development in a rural agricultural setting. The ACC will review the location of the building with respect to topography and finish grade elevation. The ACC may restrict the maximum height of any structure.

As to all improvements, construction and alterations within the Lot, the ACC shall have the right to refuse or approve any design, plan or color for such improvements, construction or alterations which are not suitable or desirable in the ACC's opinion, or for any reason, aesthetic or otherwise, and in so passing upon such design, the ACC shall have the right to take into consideration: the suitability of the proposed building or other structure, the material of which it is to be built, and the exterior color of same; the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect or impairment that the said structures will have on the view or outlook of surrounding building sites; and any and all factors, which in the ACC's opinion shall effect the desirability or suitability of such proposed structures, improvements or alterations.

The ACC's approval of any plans or specifications, however, shall not constitute any warranty or representation by the ACC or any of its members that such plans or specifications were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable government laws, codes, ordinances and regulations, and each Lot owner hereby releases any and all claims or possible claims against the ACC and its members, and WW, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances, and regulations.

The ACC shall have the right to disapprove the design or installation of structures or equipment which is not suitable or desirable in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design proposed installation, the ACC shall have the right to take into consideration the visual impact or the noise impact or other impacts of the related activities upon all of the properties located in the close proximity. Any enclosure or cover used in connection with such structure or equipment, whether temporary, collapsible, seasonal, or whatever, shall be treated as a permanent structure for the purpose of these covenants and shall be subject to all the conditions, restrictions and requirements as set forth herein for all buildings and structures.

Approval of construction plans and all other matters by the ACC shall be by simple majority of its members.

Section 17. Residential and Agricultural Use. No Lot shall be used for other than agricultural or single family residential use with parking for not more than five (5) vehicles, each of which is each not greater than 1-1/2 ton in capacity. With the exception of agricultural uses, any trade, craft, business, or profession shall take place only on the inside of a building approved by the

ACC; provided that any such commerce shall comply with Adams County zoning and the other provisions of this covenant.

Section 18. Garbage and Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, compost pile, or other unsightly objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment to the neighborhood or become a fire hazard.

Section 19. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or maintained thereon which may become an annoyance or nuisance to the neighborhood or detract from its value.

Section 20. Driveway Easement Between Lots 3 and 4. An easement for ingress, egress and driveway purposes is reserved for the benefit of Lots 3 and 4 over a strip of land twenty-five (25) feet in width on either side of the Lot line between Lots 3 and 4 as designated on the face of the Plat of River Vista Addition, such that the total area designated for driveway use is fifty (50) feet in width. No party shall construct any improvements or make alterations within the said driveway easement area, which in any way impair or impede the said driveway purposes.

Section 21. Utility Easements. WW reserves easements appurtenant to each Lot in River Vista Addition and grants easements appurtenant to each Lot in River Vista Addition for installation and maintenance of utilities, storm sewers and electrical, gas, telephone, and water lines as shown on the recorded plat, or recorded elsewhere, over, under and across: (a) a ten (10) foot strip along each side of the Lot line between adjoining Lots; (b) twenty (20) feet along the exterior boundary line of River Vista Plat; and (c) a ten-foot (10') strip along each side of any right-of-way limits. Within these easements, no structure, such as patios, outbuildings, etc., shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the directional flow of drainage piping in the easements. A utility or storm sewer in the easement area of each Lot shall be maintained continuously by the person benefitting most directly from the utility or storm drain except for those improvements for which a public authority or utility company is responsible. In the case where a utility or storm sewer is installed in the easements herein defined, the cost to restore the property to its original state prior to this installation shall be borne by the Lot Owner or Owners who require the utility or storm sewer. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the ACC, shall be piped at the expense of the Lot Owner discharging the water to the nearest underground public storm sewer line, street gutter, or other suitable discharge point. If any Lot Owner shall desire to place any above ground utility in the easement, then such Lot Owner shall obtain the written approval of the ACC and the ACC in its discretion, may require that the utility be placed underground within the easement.

So long as WW owns any Lot, WW shall have the right to grant to other real property the right to use said easements appurtenant, provided that any such use of the easements shall in all respects conform to the provisions hereof.

DATED this 11 day of June, 1997.

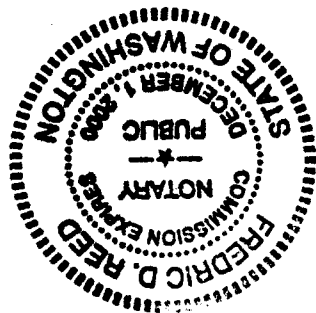
WILDERNESS WEST, L.L.C.

By: Kenneth K. Cederstrand
Kenneth K. Cederstrand, Member/Manager

STATE OF WASHINGTON)
) ss.
County of King)

On this 11th day of June, 1997, before me personally appeared KENNETH K. CEDERSTRAND, to me known to be the Member/Manager of WILDERNESS WEST, L.L.C, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Fredric D. Reed
Name (printed): Fredric D. Reed
Notary Public in and for the State
of Washington, residing at Seattle
My commission expires: 12-1-00