

CHATEAU MEADOWS EAST NO. 1 SUBDIVISION

RESTRICTIVE COVENANTS

The following protective covenants apply in their entirety to real property which has been subdivided and contained in a subdivision known as CHATEAU MEADOWS EAST NO. 1 Subdivision, a portion of the SW 1/4. of Section 5, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho.

The said Chateau Meadows East Subdivision is divided into single family residential lots in compliance with the local and state regulations and laws.

The following covenants shall run with the land and be in force and effect as outlined below unless or until terminated by agreement of the owners of seventy-five percent (75%) of the land in the subdivision, and are as follows:

(1) No Building, fence, wall, structure, improvement or obstruction shall be placed or permitted to remain upon any part of said property unless a written request for approval thereof containing the plans and specifications therefore, including exterior color scheme, has been approved in writing by the Architectural Committee. The approval of the Committee shall not be unreasonably withheld if the said plans and specifications are for improvements which are similar in general design and quality, and generally in harmony with the dwellings then located on said property.

(2) All the building lots shall be used exclusively for single family residential houses. The ground floor living areas of one story houses shall be no less than 1300 square feet and two story and tri-level houses shall be no less than 1400 square feet. Measurement of living areas shall exclude covered porches, breezeways, garages or patios.

(3) The design of each house in this subdivision shall include aesthetic qualities such as brick, redwood, or stone facings on the front exposure. Roofs shall be at least 4 in 12 pitch. The principle or primary exterior color of a home, fence, or outbuilding, shall be of a basic color such as earth tones or grays. Bright or bold colors, or very dark colors shall be restricted, excluding trim. Issues concerning the aesthetic qualities shall be referred to the Architectural Committee which shall have the sole and final authority to approve such features.

(4) There shall be no gravel roofed houses or split entry homes built in the subdivision. No pre-built houses shall be moved into the subdivision. No shack, tent, trailer house, or basement only dwelling shall be used within the subdivision for living quarters, permanent or temporary. Temporary shall be defined as three days or less.

(5) All lots shall be provided with a driveway containing a minimum square footage such that two off-street automobile parking spaces are provided within the boundaries of each lot. All such parking area requirements shall be exclusive of a required attached and enclosed vehicle garage area which will hold no less than two vehicles and no more than three. All access driveways shall have a surface of asphalt, concrete, or hard surface and shall be graded so to assure proper drainage.

(6) For the purpose of the covenants, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit a portion of a building on a lot to encroach upon another lot. No building shall be in excess of two stories above natural ground level.

(7) Fences shall be of good quality and workmanship and shall be properly finished and maintained. For purposes of this section, walls, latticework, screens, whether constructed of building materials or of vegetation, shall be considered to be fences. The location of fences shall be so situated as not to unreasonably interfere with the enjoyment and use of neighboring properties and streets and shall not be allowed to constitute an undesirable or noxious or nuisance use. The determination of the Architectural Committee shall be binding on all parties as to whether an undesirable, noxious or nuisance use exists.

(8) No Duplex or multi-family building shall be located within the boundaries of this subdivision.

(9) The owner of any building lot shall provide and maintain landscaping of their property in conformity with a landscaping plan approved by the Architectural Committee. Such plan shall, at a minimum, consist of a front yard planted with sod, one or more living trees, and at least five one (1) gallon or larger living shrubs. Lawns should be kept cut to less than four (4) inches in height. It shall be the duty and responsibility of all landowners to control noxious weeds on their land or property in accordance with Idaho Code Title 22, Chapter 24.

(10) Each home is to have a Photo-Sensitive yard or house light installed such that the front yard area between the house and the front property line is illuminated. The light is to be designed to automatically switch on at sunset and off at sunrise with a minimum bulb power of 60 watts.

(11) No unsightly articles shall be permitted to remain on any portion of the property so as to be visible to the public.

(12) Keeping or raising of farm animals or poultry shall be prohibited. All dogs or household pets kept on premises shall be adequately fenced so as not to trespass upon the use of the property of others. Any other requests by owners shall be approved by the Architectural Committee.

(13) No business shall be conducted on or within the subdivision unless legally permitted under the local existing and prevailing zoning restrictions. All permitted business or commercial use shall be conducted within the residence. No signs of any kind shall be displayed to the public view except a sign of customary dimensions advertising the house for sale or lease. The customary dimensions of such signs shall be three (3) feet by two (2) feet. No signs of any kind shall be placed in the common areas.

(14) Only one (1) outbuilding per lot will be allowed. All outbuildings shall be constructed of good quality building material, completely finished and painted on the outside and shall be of good quality and character that will be in harmony with the other buildings on said property and must be approved by the Architectural Committee.

(15) No building or structure shall be placed on said property so as to obstruct the windows or light of any adjoining property owner in said subdivision.

(16) All bathroom, sink and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building, and shall be connected by underground pipe to wet line sewer connection lines.

(17) No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, inoperative vehicles or similar equipment, or satellite receiving dish (excluding twenty-four inch diameter or smaller dish

mounted to the house), shall be placed on any portion of said property unless enclosed by a structure screening them from public view in a manner approved in advance by the Architectural Committee. An exception shall be allowed for temporary parking for cleaning and servicing. Temporary shall be defined as three days or less. Vehicles parked on a driveway shall not extend into any sidewalk or street.

(18) These covenants shall run with the land and shall be binding on all persons owning under them for a period of thirty (30) years from the date of this recording thereof, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless at any time after the initial recording of this instrument, an instrument signed by the owners of seventy-five (75) percent of the land of this subdivision has been recorded agreeing to change or terminate said covenants in whole or part.

(19) Enforcement against any person or persons violating or attempting to violate any covenant herein shall be dealt with using a progressively demanding process that includes the following steps:

Step 1. The Board or it's agent shall be notified when an alleged violation has occurred. If it is determined by the Board that a violation has occurred, the Board shall issue a friendly first letter to the member briefly describing the violation and request that the member correct the violation within ten (10) days.

Step 2. If the violation is not corrected within ten (10) days, the Board shall issue a second more strongly worded letter reiterating information from the first letter and giving a ten (10) day deadline for compliance. This second letter shall be delivered by certified mail and shall include notification that failure to correct the violation may result in: a) a fine of twenty-five (25) dollars per week being assessed against the member's account, and b) if legal action becomes necessary then all costs associated with the covenant enforcement process shall be charged against the member's account.

Step 3. If the violation persists beyond the deadline, the member shall be invited, by certified letter, to attend a hearing with at least two board members. If an agreement is not reached to resolve this matter by the conclusion of the hearing, or if the member fails to attend the hearing, the enforcement process shall proceed to Step 4.

Step 4. The Board shall notify the member by certified mail that the violation must be fully corrected within ten (10) days from the date that this Step 4 notification is delivered to the member or the fines and costs described in Step 2 shall be assessed and charged to the member's account and shall continue until the violation is corrected. A violation shall not be considered corrected until the Board determines there is compliance with the covenants. The Board shall not unreasonably delay making said determination. Temporary or partial corrections shall not relieve the member from assessed fines or charges.

Step 5. If the member fails to correct the violation and/or pay the fine, legal, or any other associated costs, the Board shall file suit against the member and seek all applicable compliance, damages, and reimbursements for all fines and charges of enforcement.

(20) Any Owner, or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter.

(21) A committee of three persons shall act as an architectural design committee and shall, prior to any new construction in said subdivision, be

furnished with one set of detailed plans and specifications of any proposed building to be located in said subdivision and shall be allowed ten (10) days to review said plans, drawings, and specifications. If said committee shall approve of the proposed building, or modification or alteration thereof, they shall so indicate by the dating and signing of the set of plans by a member of the committee, and their approval shall be construed as full compliance with the provisions of Paragraph One (1) of these covenants. Said committee shall have sole discretion to determine what shall be substantial compliance without prior consent of said committee.

A majority of said committee is empowered to act for the committee. In the event any member of the committee is unable to act or fails or desires not to act, the remaining committee members shall appoint an owner of a lot in said subdivision to serve on said committee, all of whom serve without compensation.

(22) Damage to Improvements: It shall be the responsibility of the owner of any residence in this subdivision to leave street, curbs, sidewalks, fences, and landscaping free of damage and in good and sound condition. Fine grading on each individual lot shall be required to conform to the master drainage plan of the subdivision.

HOME OWNERS ASSOCIATION

(23) Membership: Each owner, by virtue of being an owner and for so long as ownership is maintained, shall be a member of the association. Ownership of any such lot shall be the sole qualification for becoming a member, and shall automatically commence upon a person becoming such owner, and shall automatically terminate and lapse when such ownership in said building lot shall terminate or be transferred. When more than one person holds interest in a building lot, all such persons shall be members of the association. No vote shall be attributable to common area lots and parcels. Membership shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of owner's title and then only to the new owner.

(24) Voting Rights: Each member shall be entitled to cast one vote or fractional vote as set forth herein for each lot in which he holds the interest required for membership. Only one vote shall be cast with respect to each lot. When more than one person holds interest in a building lot, all such persons shall share the vote for that building lot. Voting by proxy shall be permitted. All proxy votes shall be submitted on a proxy form included with notification of a voting matter.

(25) Officers and Directors: The affairs of the association shall be conducted and managed by a board of directors elected by the members and by officers appointed by the board of directors in accordance with the articles and bylaws of the association. At an annual meeting called pursuant to notice as herein provided for establishment of annual assessments, a Board of Directors of the Association shall be elected by those attending said meeting and voting by proxy, provided that the total of all votes cast shall represent a quorum as defined in the Association Bylaws.

The positions of President, Vice-President, and Secretary-Treasurer shall be elected to serve for a period of three years. Election shall be by popular vote, the nominees for each position receiving the highest vote total shall be deemed elected.

In the event any director shall be unable to complete the term for which elected, the remaining directors are empowered to appoint a substitute to serve out the unexpired term.

(26) The Association shall operate, control and maintain any common areas. For the purpose of these covenants and until such time as the City of Meridian or ACHD shall accept for maintenance, Chateau Meadows East No. 1, Lot 8, Block 1 and Lot 1, Block 3, and Chateau Meadows East No. 6, Lot 1, Block 8, are designated common areas to be maintained by the Association.

The Association shall have the right to dedicate or transfer all or any part of the common areas to any public entity, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition to transfer shall be effective unless authorized by members entitled to cast two-thirds (2/3) of the majority of the votes at a special or general member's meeting and an instrument executed by the President and the Secretary has been recorded in Ada County deed records, agreeing to such dedication or transfer, and unless written notice of proposed action is sent to every member not less than fifteen days (15) nor more than thirty (30) days prior to such dedication or transfer.

(27) Each owner of any Lot by ratification of these covenants or by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deeded to covenant and agree to pay to the Association (1) regular annual or other regular periodic assessments or charges in accordance with the Articles of Incorporation, (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed.

The Association shall have the right to suspend any voting rights for any period during which any assessment against said member's property remains unpaid; and for each infraction of its published rules and regulations.

The assessments levied by the Association shall not be used for any purpose other than the improvement and maintenance of the Common Area and to conduct the business of the Association. Subject to the above provision, the Association Directors shall determine the use of assessment proceeds.

In addition to the regular assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement, provided the assent of a two-thirds (2/3) majority of the complete votes represented by those members who are voting in person or by proxy at the meeting duly called for this purpose is obtained, written notice of which shall be sent to all members not less than (15) days nor more than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

Both regular assessments and any special assessments must be fixed at a uniform rate for all occupied lots and may be collected on an annual, quarterly, or monthly basis at the discretion of the Directors.

(28) All lots shall be subject to the annual or monthly assessment provided for herein on the first day of the month following the action of the Board. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice

of the assessment dates shall be established by the Board of Directors. The Association shall, upon demand at any reasonable time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a particular lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(29) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Secretary of the said Association shall file in the office of the County Recorder, Ada County, Idaho, a lien reflecting the amount of any such charges or assessments, together with interest, as aforesaid, which have become delinquent with respect to any Lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien releasing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole lot (including any improvement located thereon), with respect to which it is filed from the date the lien is filed in the office of the said County Recorder for Ada County, Idaho, until the same has been paid or released as herein with respect to liens upon real property. The owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including attorney's fees of the Declarant or of the Association, as the case may be, of processing and if necessary, enforcing such liens, all of which expense, costs and disbursements and attorney's fees shall be secured by said lien, including all aforementioned expenses, costs, disbursements and fees on appeal, and such owner at the time such assessment is levied shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Areas or abandonment of his lot.

(30) The sale or transfer of any lot or any other part of said property shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

(31) The following property subject to this Declaration shall be exempt from the assessments created herein:

(a) all properties expressly dedicated to and accepted by a local public authority;

(b) any other properties owned by the Association.

(32) The Association shall be responsible for the repairs, upkeep and maintenance, normal servicing, gardening, rules and regulations for use, care and safety, and annual planting of flowers in the Common Areas. The Association shall have the duty to pay all real, personal, income, and other taxes and assessments levied against the Association and for payment of bills and related expenses for any Common Areas.

(33) The Board of Directors are empowered to obtain appropriate liability, casualty, fire, errors and omissions or other insurance to properly protect the actions of the Association or facilities maintained, owned or controlled by the Association as a cost to the Association.

(34) Invalidation of one of these Covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

(35) Notices. Any notices required in this declaration may be delivered either personally or by mail. If delivery is by mail, the notice shall be considered delivered seventy-two (72) hours after said notice has been deposited in a receptacle of the United States mail, postage prepaid, addressed to the member or person in question.

(36) Interpretation. This declaration shall be interpreted as a general framework for operation and functioning of the property for the benefit of all of the owners. Rules, guidelines, and other specific interpretations shall not conflict with this declaration but shall be written to elaborate, clarify, and specify the declaration. In the event of any conflict, this declaration shall rule.

(37) Governing Law. This declaration shall be subject to and governed by the laws of the State of Idaho.

(38) Section Heading. The section headings and paragraph designations used in this declaration are for convenience of reference only and shall not in any way be construed to modify or restrict any of the terms or provisions hereof.

(39) This declaration is intended to preserve the value of property within the subdivision. This declaration supercedes and replaces all prior declarations relating to this subdivision.

The individuals signing below hereby certify that this declaration has been properly approved by the members as the only declaration of covenants, conditions, and restrictions for Chateau Meadows East Subdivision, this _____ day of _____, 1998.

Chateau Meadows East Homeowners Association, Inc.

David W. Crandall, President

Janette Nersveen, Sec-Treasurer

STATE OF IDAHO

COUNTY OF ADA

On this ____ day of _____, 1998, before me, a notary public in and for said State, personally appeared David Crandall, known to me to be the President of Chateau Meadows Homeowners Association, and Janette Nersveen, known to me to be the Secretary-Treasurer of Chateau Meadows East Homeowners

Association, Inc., whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

Notary Public for Idaho

Residing at: _____, Idaho

Commission Expires: _____