

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

2006-12-13

04:02:57 No. of Pages: 24

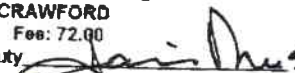
Recorded for : ROBERT CRAWFORD

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.