

PAT RAFFEE 46 P 2440202000
KOOTENAI COUNTY RECORDER
JAJ 12/17/2013 2:54 PM
REQ OF NORTH IDAHO TITLE COMPANY-
COEUR D' ALENE
RECORDING FEE: \$145.00 SC
Electronically Recorded

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
COTTAGE GROVE RESIDENTIAL SUBDIVISION

ARTICLE 1.

RECITALS

A. WHEREAS, VIKING CONSTRUCTION, INC., an Idaho corporation (the "Declarant") and JANHSEN PROPERTIES, LLC, an Idaho limited liability company (the "Additional Owner") collectively own all of that real property described in and covered by that Master Declaration of Covenants, Conditions, Restrictions, and Easements for Cottage Grove Residential Subdivision recorded February 27, 2009 under Kootenai County, Idaho Recorder's Number 2198710000, as previously amended by Instrument recorded March 20, 2009 as Recorder's Number 2201902000 (collectively the "Prior Declaration"); and

B. WHEREAS, the Declarant and the Additional Owner intend by this Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Cottage Grove Residential Subdivision ("Declaration") to entirely amend and supersede all provisions in the Prior Declaration with respect to that portion of the property covered by the Prior Declaration that is described on Exhibit "A" attached hereto ("Cottage Grove Residential") (with the Additional Owner owning Lots 1 and 2, Block 1, in Cottage Grove Residential; and the Declarant owning the balance of Cottage Grove Residential); and

C. WHEREAS, the Declarant and the Additional Owner intend that the remainder of the property covered by the Prior Declaration that is not included as part of Cottage Grove Residential included under this Declaration ("Additional Property"), which Additional Property is depicted at the southeast corner of the property shown on Exhibit "C" (and identified in Exhibit "C" as Lots 25-27, Block One; Lots 1-3, Block Two; and Tracts N, O, and P) will at the time of recording this Declaration be deleted and excluded from Cottage Grove Residential and not be covered by this Declaration (though the Declarant intends to reserve the right, but not the obligation, to in the future annex all or any part of the Additional Property into and become part of Cottage Grove Residential and be covered by this Declaration); and

D. WHEREAS, the Declarant and the Additional Owner desire to subject Cottage Grove Residential to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes set forth in the Declaration to (1) promote, enhance, and preserve property values, (ii) provide guidance and regulation for design, development, improvement and use of Cottage Grove Residential by all entities and persons who hold or hereafter acquire an

interest in any portion of Cottage Grove Residential, and (iii) create a substantially consistent and harmonious residential development; and

WHEREAS, in order to achieve the objectives and desires of the Declarant and the Additional Owner, the Declarant is intended to control the management and government of Cottage Grove Residential and the Association of Owners to be created until such time as the Owners take over the operational and management functions for Cottage Grove Residential and Association, as provided below.

ARTICLE II.

DECLARATION

The Declarant and the Additional Owner hereby declare that Cottage Grove Residential is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to this Declaration. The provisions of the Prior Declaration shall have no continuing force or effect on any portions of Cottage Grove Residential. The portions of the property covered by the Prior Declaration that are not included as part of Cottage Grove Residential under this Declaration are not covered by this Declaration and are hereby deannexed from and no longer covered under the Prior Declaration. As a result, the Declarant and the Additional Owner hereby declare that the Prior Declaration has no continuing force or effect for any purpose. The covenants, conditions, restrictions, easements and provisions set forth in this Declaration shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in any part of Cottage Grove Residential; shall inure to the benefit of and be binding upon the Declarant and the Additional Owner, and each additional Owner, and each successor in interest of any of them; and may be enforced by any Owner, or by the Owner's Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit the Declarant's right to complete development of Cottage Grove Residential in accordance with the plan therefore as the same exists or may be modified from time to time by the Declarant nor prevent normal construction activities during the construction of Improvements upon any Building Lot or other portion of Cottage Grove Residential. No development or construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Declaration may be granted by the Architectural Control Committee provided that such waiver shall be for a reasonable period of time. Any such waiver need not be recorded and shall not constitute an amendment of this Declaration.

Declarant and Additional Owner also acknowledge that the Additional Property is owned by Additional Owner and that, following the recording of this Declaration, Cottage Grove

Residential and the Additional Property are intended to be re-platted, which re-plat will, among other things, cause some existing common area tracts the existing plat covering Cottage Grove Residential and the Additional Property to be revised as depicted on Exhibit "C." Further, it is the intention of Declarant and Additional Owner that the owners and users of property located in Cottage Grove Residential have the right to use and enjoy those portions of Grove Way located within the Additional Property (which portion of Grove Road is identified as Tract O on Exhibit "C"). To that end, Declarant and Additional Owner hereby create an easement covering all portions of Grove Way located in the Additional Property for the benefit and use of the owners and users of property in Cottage Grove Residential. This easement is for access for ingress and egress over, on under and across said Tract O property; is for the benefit of the owners of Cottage Grove Residential and its Association, their guests and invitees, and their respective heirs, successors and assigns; and shall be a perpetual non-exclusive easement running with the land.

ARTICLE III.

DEFINITIONS

As used in this Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

- 3.1 ACC: The Architectural Control Committee for Cottage Grove Residential.
- 3.2 ACC Rules/ ACC Standards: Such rules or standards promulgated by the ACC as authorized herein.
- 3.3 Annexation: The process by which additional tracts or parcels of land not initially a part of Cottage Grove Residential are made subject to this Declaration.
- 3.4 Assessment: A payment required of Association members, including Regular, Special or Limited Assessments as provided in this Declaration.
- 3.5 Association: Cottage Grove Residential Association, Inc., an Idaho non-profit Association. The members of the Association shall be the owners of Building Lots in the project as provided herein.
- 3.6 Board: The duly elected and qualified Board of Directors of the Association.
- 3.7 Building: A structure constructed on a Building Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and Improvements thereto or used in connection therewith.

3.8 Building Envelope: A predetermined area on each Building Lot, identified on the final plat map, within which a Building, including an attached garage if applicable, must be built.

3.9 Building Lot: A portion of Cottage Grove Residential which is a legally described tract or parcel of land within Cottage Grove Residential or which is designated as a Lot on any recorded subdivision plat relating to Cottage Grove Residential and upon which a residence may be constructed; but Building Lots do not include Lots now or hereafter designated as common areas.

3.10 By-Laws: The By-Laws of the Association, including any amendments thereto duly adopted.

3.11 Common Area: At the time of execution of this Declaration, the Common Area includes:

(a) All of Common Area Tracts A through M, as shown on Exhibit "C" attached hereto.

(b) The portions of all existing shared access ways ("Alleys") including portions of the Alleys located within the boundaries of any Common Area Tracts, as well as any portions of any of the Alleys located within the boundaries of any of the Building Lots.

(c) All commonly shared Improvements located in those areas. The Common Area Improvements include, without limitation, the private road serving Cottage Grove Residential located in Tract B, commonly referred to as Grove Way, which runs between West Pincroft Drive on the west to the northern termination point of Tract O designated on Exhibit "C," which is intended to be incorporated into a separate and adjacent plat to be completed following the recordation of this Declaration; the entry gates and operating equipment located at the western boundary of Grove Way; water features; entry monuments; landscaping and drainage facilities and Improvements in Common Area Tracts; street lighting and signage; sidewalks adjacent to Grove Way; Alleys providing shared access routes to and from the driveways and garages built or intended to be built on the Building Lots; and a perimeter fence constructed or to be constructed around some or all of Cottage Grove Residential. Common Areas may be owned by the Association, or others, and may include areas covered by easement rights, including the easement and easement rights over Tract O depicted on Exhibit "C, as described in the final paragraph of Article II.

3.12 Cottage Grove Residential: The whole of the land described above as Cottage Grove Residential, and any additional land annexed thereto as provided herein, including any such additional land as may be platted and annexed hereunder under a different name (also sometimes referred to herein as "Property").

- 3.13 Cottage Grove Residential Association, Inc.: The Idaho non-profit corporation organized by the Additional Owner and comprised of Members and existing for the purpose of providing self-government for Cottage Grove Residential (also sometimes referred to herein as the "Association").
- 3.14 Declarant: Viking Construction, Inc., an Idaho corporation; or any successor in interest in ownership of a portion of Cottage Grove Residential that is appointed and designated in writing by the then existing Declarant as a Successor Declarant.
- 3.15 Declaration: This instrument as it may be amended from time to time.
- 3.16 Development: The project as it now exists, or as it may hereafter be undertaken by the Declarant resulting in the improvement of Cottage Grove Residential or any additional property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other Improvements.
- 3.17 Grassy Swales: That area bordering the roadway utilized to accumulate and disburse storm water which is to be maintained by the Association.
- 3.18 Improvements: All structures and appurtenances thereto of all kind and types, including but not limited to, buildings, roads, road gates, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items which are located totally on the interior of a Building and cannot be readily observed when outside thereof.
- 3.19 Initial Construction: The first construction of permanent Improvements on a Building Lot following the sale of that Building Lot by the Declarant to an Owner, and intended for occupancy.
- 3.20 Limited Assessments: An assessment levied by the Association upon one or more Building Lots, but not upon all Building Lots within Cottage Grove Residential, for the purpose of securing payment by the Owner(s) thereof in amounts expended by the Association to correct a condition prohibited or to cure an Owner's breach hereunder.
- 3.21 Member: Any person(s) who is an Owner of a Building Lot in Cottage Grove Residential.
- 3.22 Mortgage: Any mortgage or deed of trust or other hypothecation of land located in Cottage Grove Residential to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Declaration shall be limited to a "First Mortgage," including a "First Deed of Trust" on a Building Lot in Cottage Grove Residential.
- 3.23 Occupant: Any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and

use any Building or Improvement on a Building Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

3.24 Owner: A person or persons or other legal entity or entities, including the Declarant, holding legal title to a Building Lot in Cottage Grove Residential, as well as contract purchasers, and as well as any mortgagee (of any priority) or other security holder so long as said Mortgagee or other security holder is in actual possession of a Building Lot prior to or as a result of foreclosure or otherwise; but excluding those having a security interest merely as security for the performance of an obligation, but not having actual possession;

3.25 Plat: A final subdivision plat covering any real property in Cottage Grove Residential, as recorded in the office of the County Recorder, Kootenai County, Idaho, as the same may be amended by duly recorded amendments thereto.

3.26 Regular Assessment: An assessment levied by the Association to provide funds to pay the ordinary estimated expenses of the Association.

3.27 Special Assessments: An assessment levied by the Association other than a Regular or Limited Assessment.

3.28 Subdivision: That portion of Cottage Grove Residential which has been subdivided into Building Lots by the filing and recording of a Plat in the official records of Kootenai County, Idaho.

ARTICLE IV.

PURPOSE

Cottage Grove Residential is hereby made subject to the covenants and restrictions contained in this Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Building Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use and maintenance of Cottage Grove Residential for the purpose of:

(a) Insuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Building Lots and Improvements.

(b) The prevention of the erection in Cottage Grove Residential of Improvements of improper design or construction with improper or unsuitable materials.

(c) Encouraging and insuring the erection of high quality and attractive Improvements appropriately located within Cottage Grove Residential to assure visual quality and harmonious appearance and function.

(d) Securing and maintaining proper set-backs from streets and other ways in Cottage Grove Residential and adequate free spaces between Improvements.

(e) The integration of development of the different Building Lots by setting common general standards consistent with the ACC Rules/ ACC Standards existing from time to time.

(f) Insuring attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem.

ARTICLE V.

PERMITTED USE AND PERFORMANCE STANDARDS

SECTION 5.01. Use. Building Lots shall be used only for residential purposes and such uses as are customarily incidental thereto. Provided, an Owner may maintain an in-home office within their dwelling as long as the office is not used or maintained for meetings with customers or clients, no signage visible from outside the dwelling is installed and nothing in the way the in-home office is maintained or operated will be inconsistent in appearance or effect on other portions of Cottage Grove Residential than residential usage of the Building Lot.

SECTION 5.02. Buildings. No Building Lot shall be improved except with one (1) Building and each Building unit shall contain less than the maximum square footage area as may be specified in this Declaration or the ACC Rules/ACC Standards attached as Exhibit "B." It is the Declarant's intent to leave as much of the original trees, plants and vegetation as the Declarant determines to be reasonably practicable. Accordingly, each Building shall be located entirely within the Building Envelope. No Owner, except for the Declarant, is allowed to construct or place any Improvements outside of the Building Envelope.

SECTION 5.03. Approval of Use and Plans. No Improvements shall be built, constructed, erected, placed or materially altered within a Building Lot unless and until the plans, specifications, site plan and landscape plan therefor have been reviewed in advance and approved by the ACC in accordance with the provisions of Article X, below.

SECTION 5.04. Temporary Residences Prohibited. No trailer or other vehicle, tent, shack, garage, accessory building or out building shall be used as a temporary or permanent residence.

SECTION 5.05. Nuisances. No noxious or offensive activity shall be conducted on any Building Lot, nor shall anything be done thereon, nor shall an Owner neglect or fail to properly

maintain their Building Lot and its Improvements, in any way that may be or become an unreasonable annoyance or nuisance to the occupant(s) of the other Building Lots within Cottage Grove Residential. This shall include but not be limited to excessive noise; unsanitary conditions; odors emanating from animals, compost piles and the like; failure to keep an Owner's Building Lot and its Improvements in a clean and sanitary condition and in good condition and repair; and any excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke and the like.

SECTION 5.06. Antennae. Except to the extent required to be permitted by law, no exterior radio antennae, television antennae or other antennae, including a satellite dish, shall be erected or maintained on a Building Lot without the prior approval in writing by the ACC.

SECTION 5.07. Easements. There is hereby reserved for the use and benefit of the Declarant and granted for the use and benefit of each Building Lot, and for the use and benefit of each Owner and Occupant, and for the use and benefit of the Association, and their successors and assigns, for the purposes incident to such use, development and maintenance of Cottage Grove Residential, the following easements:

(a) For the installation and maintenance of public utility facilities of all kinds (including radio and television and transmission cables, the easements so designated on the recorded subdivision plats), for Cottage Grove Residential.

(b) For water drainage, irrigation, recreation or amenity purposes.

(c) For the purpose of permitting the Declarant or the Association, their contractors and agents, to enter onto those portions of Building Lots outside of the Building Envelope to maintain, replace, and restore landscaping and other Improvements outside the Building Envelope.

(d) Reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Building Lots due to the unintentional placement or settling or shifting of the Improvements constructed thereon, which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owners shall not be altered in any way by said encroachments, settling or shifting; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner.

(e) Any additional easements, if any, as shown and designated on the recorded subdivision plats) for Cottage Grove Residential.

No Improvements shall be placed or permitted to remain on such easement areas located within any Building Lot which shall interfere with the intended use or purpose of such easements(s), and no other activity shall be undertaken on any Building Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.

SECTION 5.08. Lighting. Exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on any neighboring Building Lots and shall be in accordance with the ACC Rules/ACC Standards.

SECTION 5.09. Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept in any Building Lot or dwelling, or on any portion of Cottage Grove Residential; except that no more than two (2) usual and ordinary household pets, such as dogs, cats, or birds may be kept outdoors, provided that they are not kept, bred or maintained for any commercial purposes, and that they are kept under reasonable control at all times. Keeping dogs under reasonable control shall include keeping dogs contained within the Owner's Building Lot when not on a leash, either by sufficient fencing, an "invisible fence" type restraint system, or other equally effective means of containing the dog within the Building Lot. Outside an Owner's Building Lot, all dogs must be restrained on leashes.

Owners shall keep their dogs from barking excessively in any area where such barking can be heard from outside the Building Lot. Continued barking after receipt of three warnings from the Association's Officers, or their designee, shall be considered excessive barking and a nuisance, entitling the Association's Officers to take appropriate action to assure that such excessive barking is eliminated. Barking no more than occasionally to alert the Owners of the need to let the dog into a house, to warn of strangers coming to the Building Lot, and the like shall be permitted. Leaving a dog outside the dwelling for prolonged periods while the dog is frequently barking will also be considered excessive.

NO PIT BULLDOGS, ROTTWEILERS, DOBERMAN PINSCHERS, WOLVES AND WOLF-CROSSES, CROSSES OF ANY OF THE FOREGOING AND DOG BREEDS DETERMINED BY THE ASSOCIATION'S OFFICERS TO HAVE SIMILAR REPUTATIONS FOR AGGRESSIVE TENDENCIES SHALL BE PERMITTED ANYWHERE IN COTTAGE GROVE RESIDENTIAL BY ANY PERSON FOR ANY REASON AT ANY TIME. For purposes of this provision, PIT BULLDOG is defined as including the American Stafford Shire Terrier as identified by the American Kennel Club and the Stafford Shire Bull Terrier as identified by the A.K.C., and the American Pit Bull Terrier as identified by the United Kennel Club.

Owners shall also be responsible for cleaning up all animal waste from any of their pets or animals, or from any animals coming onto any portion of Cottage Grove Residential with the express or implied permission of any Owner. In this regard, each Owner shall immediately remove and clean up all such waste deposited on any portion of Cottage Grove outside such Owner's Building Lot (including Common Areas and the Building Lots of others), and regularly and timely removing and cleaning up such waste on any portion of such Owner's Building Lot.

Notwithstanding anything above in this Declaration to the contrary, service animals or other similar designation for animals as may hereafter be enacted by laws regarding disabilities and/or handicapping conditions, shall not be considered as pets in interpreting or enforcing this

Section, but shall be permitted within Cottage Grove Residential to the full extent permitted or required under applicable law, rule, regulation or legal requirement.

SECTION 5.10. Septic Tanks/Cesspools. No septic tank and/or cesspool shall be allowed within Cottage Grove Residential.

SECTION 5.11. Grading, Drainage and Grassy Swales. A site plan indicating the proposed grading and drainage of a Building Lot must be approved by the ACC before any construction is initiated. Building Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s) and any grade(s), berms or swales should be an integral part of the grading design. Upon completion of construction, the Association shall be responsible for maintaining and landscaping the grassy swales.

SECTION 5.12. Maintenance. The following provisions shall govern the maintenance of Building Lots and all Improvements thereon:

(a) Except as provided in the next subsection (b), each Owner of a Building Lot shall be responsible for maintaining all Improvements within said Building Lot. All Improvements located therein to be maintained by such Owner shall be kept in good condition and repair and each Owner shall keep all applicable Improvements thereon painted or stained, windows glazed, and rubbish removed. Each Owner shall also be responsible for maintaining any fence or wall permitted to be constructed within their Building Lot, all landscaping in the area enclosed within any such permitted wall or fence and the driveway on their Building Lot (other than snow removal).

(b) Except as provided otherwise, the Association shall be responsible for maintaining all landscaping on each Building Lot, all portions of any Common Areas, including portions of the Common Area Alleys located on any Building Lot; snow removal only on driveways within Building Lots and all Common Areas. The level of maintenance for all such areas and all Improvements to be maintained by the Association shall be maintained in good condition and repair to a standard as determined by the Association.

(c) All damage to any Improvements shall be repaired as promptly as is reasonably possible. Any damage to any Improvements caused by the negligence or misconduct of any Owner, or any such Owner's family member, guest, or invitee, which would otherwise be maintained and repaired by the Association shall be repaired at the sole cost and expense of such Owner. Otherwise, Owners shall be responsible for paying all charges associated with repairing damage in connection with areas and items the Owner is responsible for maintaining, and the Association shall do the same in connection with areas and items it is responsible for maintaining.

(d) A Building which is vacant for any reason shall be kept locked in order to prevent entrance by vandals. Vacant Buildings and unimproved Building Lots shall not be exempt from the provisions of this Declaration.

(e) All structures, facilities, equipment, objects and conditions determined by the ACC, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Building Lot within an enclosed structure or screened from public view, except for trash removal. All containers shall be removed from public view by 5:00 p.m. on pick-up day.

(f) Except for actions through or under the Declarant in developing all or any part of Cottage Grove Residential, or reasonable actions of builders approved by the ACC in construction of Improvements on Building Lots, no articles, goods, machinery, materials or similar items shall be stored, kept or maintained outside on any Building Lot, or otherwise kept in the open or exposed to public view at any time.

(g) Any event or condition on a Building Lot which, in the sole discretion of the ACC, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Building Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.

(h) In the event that any Owner shall permit any Improvement to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days prior written notice to the Owner of such Building Lot, shall have the right to correct such condition, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending Building Lot shall be personally liable, and such Owner's Building Lot may be subject to a construction lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Building Lot and shall be enforceable in the same manner as other assessments set forth in Article IX of this Declaration.

SECTION 5.13. Boats, Campers and Other Vehicles. Trailers, mobile homes, trucks larger than standard pickups, boats, tractors, campers, garden or maintenance equipment and vehicles other than automobiles, when not in actual use, shall be kept at all times in a "solid framed" enclosed structure (garage) and at no time shall any said vehicles or equipment be parked or stored on any private driveway, Alley, Common Area, or in any open areas within a Building Lot.

SECTION 5.14. Garage Doors/Garage Sales. Garage doors shall be closed except when open for a temporary purpose. Garage Sales and/or Estate Sales are expressly prohibited within Cottage Grove Residential.

SECTION 5.15. Exterior Materials and Colors. After completion of the Initial Construction and in the event of the reconstruction, remodeling, repainting or refinishing of a Building within Cottage Grove Residential, in whole or in part, exterior materials and color shall be selected and used which are approved, in advance, by the ACC as it deems to be compatible

with other Buildings on the Building Lot and on neighboring Building Lots to the end that all such Buildings will present a reasonably unified and coordinated appearance.

SECTION 5.16. Vehicles. The use of all street-legal vehicles (including without limitation automobiles, trucks, motorcycles, bicycles, and the like), shall be subject to ACC rules, which may prohibit or limit the use thereof within Cottage Grove Residential, provide parking regulations and provide other rules regulating the same. Vehicles which are not "street-legal" (including snowmobiles, off-road vehicles and the like) shall not be driven on any part of Cottage Grove Residential, including any Common Areas. Vehicles that are not street-legal may be loaded or unloaded onto or off of a trailer or vehicle designed to transport the same, and otherwise all such vehicles that are not "street-legal" shall be kept enclosed within a garage or other approved structure when not actually being loaded or unloaded.

SECTION 5.17. Exterior Energy Devices. No energy production device including, but not limited to, generators of any kind, shall be constructed or maintained on any Building Lot without the prior written approval of the ACC, except for heat pumps or similar appliances shown on the plans approved by the ACC.

SECTION 5.18. Mailboxes. The Association shall construct and maintain all mailboxes and mailbox stands, which shall be as approved and/or required by the United States Postal Service; and are anticipated to be constructed in clustered box structures in Common Area Tracts.

SECTION 5.19. Signs. Owners, other than the Declarant, may advertise a Building and/or Building Lot for sale by displaying a single, neat, and a "for sale" sign not to exceed 24 inches in width and 18 inches in height thereon. Signs advertising the name of the builder and the name of the institution providing financing therefore may be displayed on a Building Lot during construction of Improvements. No "For Rent" signs may be placed or displayed on any Building Lot or other area within Cottage Grove Residential. Except as expressly permitted by this paragraph, no signs shall be displayed to the public view on any Building Lots or on any portion of Cottage Grove Residential unless first approved by the ACC and in compliance with the design guidelines. Provided, during development of Cottage Grove Residential, the Declarant may construct and maintain signs associated with development and marketing Building Lots, Improvements and Cottage Grove Residential as determined by Declarant in Declarant's discretion.

SECTION 5.20. Subdividing. No Building Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the Association; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Building Lot to more than one person to be held by them as tenants in Common, joint tenants, tenants by the entirety, or as community property, or require the approval of the Association therefor. In addition, the conveyance of an insignificant portion(s) of a Building Lot to the Owner of the Building Lot which abuts said conveyed portion for the purpose of correcting a common boundary, or other similar purpose, shall not be deemed to be a subdividing of a Building Lot within the prohibition

contained herein. Further, the Declarant may adjust boundaries for Building Lots in such fashion as Declarant determines to be advantageous.

SECTION 5.21. Fences. No fence or wall of any kind shall be constructed on or within any portion of any Building Lot unless approved by the ACC prior to construction or installation. It is the goal of this Declaration to provide separation between Building Lots through shrubbery, vegetation, land-covering ground cover such as bark, and landscaping. No Owner other than the Declarant will construct any fence or wall outside of any Building Lot. At the time of executing this Declaration, perimeter fencing has been built around portions of Cottage Grove Residential and nothing herein will limit or reduce the rights of the Declarant and/or Association from further extending and/or maintaining any portions of such perimeter fencing.

SECTION 5.22. Landscaping. The following provisions shall govern the landscaping of Building Lots within Cottage Grove Residential.

(a) The Owner shall prepare a landscape plan and shall submit the same to the ACC as provided in Article X below. The ACC shall approve said landscape plan prior to the installation and/or construction of landscaping on a Building Lot. Landscaping of a Building Lot shall be in accordance with the approved plan.

(b) All landscaping must be installed by a professional landscape firm and shall be installed prior to occupancy of the dwelling unit constructed on said Building Lot, with a reasonable extension, not to exceed six (6) months, allowed for weather or other good cause as determined by the ACC.

(c) The Association shall be responsible for maintaining landscaping on all of the Common Areas as well as all landscaping located within each Building Lot, to the extent such landscaping is not enclosed behind a fence or wall permitted to be constructed on such Building Lot as provided in this Declaration. Each Owner shall be responsible for maintaining landscaping, if any, enclosed behind any wall or fence on such Owner's Building Lot that has been permitted to be constructed as provided in this Declaration.

The Declarant hereby expressly reserves an easement, for itself and the Association, together with any agents or contractors, to enter upon Building Lots for purposes of performing all inspection, maintenance, repair, and replacement of all landscaping and related equipment and apparatus to be maintained by the Association. Maintenance of landscaping, whether to be performed by the Association or an Owner will specifically include watering, mowing, fertilizing, controlling weeds, and similar functions reasonable and appropriate for keeping landscaping in a healthy, aesthetically pleasing and neat condition.

SECTION 5.23. Adoption of ACC Rules/ACC Standards. The Declarant, or in the event of the Declarant's failure to do so, the ACC, shall have the power to promulgate ACC Rules/ACC Standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Development deemed necessary or desirable by the Declarant, or the ACC, as the case may be, to carry out the purposes of this Declaration. All

ACC Rules/ ACC Standards shall be consistent with the provisions of this Declaration. The ACC Rules/ACC Standards are attached as Exhibit "B" and incorporated herein by reference.

SECTION 5.24. Exemption of the Declarant. Nothing herein contained shall limit the right of the Declarant to subdivide or resubdivide any Building Lot or portion of Cottage Grove Residential; or to grant licenses, reservations, rights-of-way or easements with respect to Common Areas to utility companies, public agencies or others; or to complete excavation, grading and Development to or on any Building Lot or other portion of Cottage Grove Residential; or to alter the foregoing and its development plans and designs, or construct additional Improvements; all as the Declarant deems advisable in the course of Development and/or marketing of Cottage Grove Residential. This Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Building Lot by an Owner to establish on that Building Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Declarant need not seek or obtain ACC approval of any Improvements constructed or placed within Cottage Grove Residential by the Declarant in connection with the Development of Cottage Grove Residential but this exemption shall not apply to any Building(s) constructed by the Declarant on a Building Lot owned by the Declarant.

ARTICLE VI.

COTTAGE GROVE RESIDENTIAL ASSOCIATION, INC.

SECTION 6.01. Organization of Association. Cottage Grove Residential Association, Inc., shall be organized by the Declarant as an Idaho non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Declaration. Neither said Articles nor said By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

SECTION 6.02. Members. Each Owner (including the Declarant) of a Building Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association and no Owner shall have more than one membership in the Association, but the number of votes held by each Member shall be based on the number of Building Lots such Member owns, as provided in Section 6.03. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Building Lot owned by each Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Building Lot and then only to the transferee of title to said Building Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association. Upon transfer of ownership of any Building Lot by a Member/Owner to a new Owner, such new Owner shall automatically become the Member with respect to that Building Lot.

SECTION 6.03. Voting. So long as the Declarant owns any Building Lots then included as part of Cottage Grove Residential, the Declarant shall have all right and authority to appoint all Directors for the Association ("Initial Development Period"). After expiration of the Initial Development Period, or should the Declarant sooner relinquish the right to appoint Directors, the Directors shall be elected by the Association's Members. Owners shall have one vote for each Building Lot owned. The vote for any Building Lot may not be split; and should the Owners of any Building Lot be unable to reach agreement with regard to any matter to be voted upon, no vote shall be cast with respect to such Building Lot.

SECTION 6.04. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time.

SECTION 6.05. Powers of Association. The Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the By-Laws or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required, or permitted to be done under the Articles, the By-Laws or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Areas and the performance of other responsibilities including, but not limited to, the following:

(a) Assessments. The power to levy Regular, Special and Limited Assessments on the Owner and/or Building Lots and to enforce payment thereof in accordance with the provisions of this Declaration.

(b) 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(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, By-Laws, Declaration or ACC Rules/ACC Standards, and to enforce by mandatory injunction or otherwise, all provisions thereof.

(c) Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager.

(d) Liability of Board Members and Officers. Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officer(s), a manager or any other representative or employee of the Association, or the ACC, provided that said Board Member, officer, manager or other person shall, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.

(e) Association Rules. The Association shall have the power to adopt, amend, and repeal such rules and regulations as the Association deems reasonable. Such rules shall govern the use by Owners and Occupants or any other person of Common Areas and other property

owned or controlled by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, By-Laws or this Declaration. A copy of Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and occupant. Upon such mailing, said Association rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between an Association rule or any provision of the Articles, By-Laws or this Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.

(f) Emergency Power. The Association, or any person authorized by the Association, may enter onto any Building Lot or into any Building or other structure on a Building Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by the Owner or Occupant.

(g) Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under or of the Common Areas as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners for the purpose of constructing, erecting, operating or maintaining:

(i) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.

(ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.

(iii) Any similar public or quasi-public improvements or facilities.

(h) Fiscal Year. The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, assessments, and accounting purposes.

SECTION 6.06. Duties of Association. In addition to the powers delegated to it by the Articles, By-Laws and this Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

(a) Operation and Maintenance of Common Areas. Perform, or provide for the performance of, the operation, maintenance and management of the Common Areas including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty loss and all other property owned by the Association.

(b) Taxes and Assessments. Pay all real and personal property taxes and assessments

separately levied against the Common Areas owned by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

(c) Utilities. Acquire, provide and/or pay for water, sewer, refuse collection, electrical, telephone, gas and other necessary services for the Common Areas owned by the Association.

(d) Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:

(i) Fire insurance, where determined necessary by the Board, including those risks embraced by coverage of the type now known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreement amount basis for the full insurable replacement value of all Improvements, equipment, fixtures and other property located within the Common Areas owned by the Association, including such equipment, fixtures and other property not located in the Common Areas, - if the same are used or necessary for the use of the Common Areas or easement areas under the control of the Association.

(ii) Comprehensive public liability insurance insuring the Association, the Board, officers, the Declarant and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Areas owned by the Association or easement areas under the control of the Association. The limits of liability of such coverage shall be as determined by the Board of Directors.

(iii) May provide, if found necessary by the Board of Directors, full coverage directors and officers liability insurance in an amount determined by the Board.

(iv) Board of Directors may provide such other insurance, including workers' compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonus as the Board shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Association funds or other property.

(v) The Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.

(vi) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

(e) Identification Signs. Maintain, repair and replace all permanent entry and special identification signs for Cottage Grove Residential, whether the same is/are located inside or outside Cottage Grove Residential; provided that any such signs erected inside Cottage Grove Residential will be located in Building Lots owned by the Declarant or Common Area tracts.

(f) Private Road and Security Facilities. Maintain, repair or replace all or any portion of any private road(s), gates and traffic control devices located within Cottage Grove Residential or adjacent thereto, if the same serve Cottage Grove Residential.

(g) Landscaping. The Association is responsible for the maintenance, repair and replacement of landscaping to the extent provided in Section 5.22 (c).

(h) Rule Making. Make, establish, promulgate, amend and repeal Association rules.

(i) Architectural Control Committee. Appoint and remove members of the Architectural Control Committee, all subject to Section 10.02 of this Declaration.

(j) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Association rules.

SECTION 6.07. Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies distributed to each Member as follows:

(a) A proposed budget for each fiscal year shall be distributed not less than thirty (30) days before the beginning of each fiscal year or the Association's annual meeting for that year, whichever is later.

(b) Within ninety (90) days after the close of each fiscal year or at the Association's annual meeting for any year, whichever is later, the Association or its agent shall cause to be prepared and sent to each Owner, a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

SECTION 6.08. Conveyance of Common Area Interests. The provisions of this Article VI hereby create and quit claim to the Association legal title to the Common Area Tracts, and easement rights to Common Areas located in Building Lots, all within Cottage Grove Residential.

ARTICLE VII.

MAINTENANCE OF PRIVATE ROAD AND SECURITY FACILITIES

SECTION 7.01. Ownership of Private Road, Alleys and Traffic Control Facilities. The Declarant and the Additional Owner quit claim and convey to the Association all of their interest and title to any Improvement, equipment, property or system comprising the street lights, street signs, incorporated landscaping Improvements, gate system and the private road commonly known as Grove Way, now or hereafter installed in connection therewith (hereafter "Private Road") and all portions of the Alleys located in the Common Area tracts; and further quit claim to the Association a non-exclusive perpetual easement over, on, under and across all portions of the Alleys, to the extent located within the boundaries of any Building Lots.

SECTION 7.02. Duty to Maintain Private Road and Alleys. The Association shall be responsible for maintaining the Private Road and Alleys. Such maintenance shall include, but not be limited to, the following: the repairing, patching, sealing, replacing, snowplowing, and caring for the Private Road, storm water drainage system, curb and gutter Improvements, including the sweeping and cleaning thereof, when reasonably required, maintaining the gate system in good operating condition and repair, and performing similar functions in connection therewith. In addition to the foregoing, the Association shall also be responsible for providing snowplowing on the driveways located on each Building Lot. Except to the extent expressly provided herein, the Owners of each Building Lot shall be responsible for maintaining such Building Lot's driveway in good condition and repair.

SECTION 7.03. Duty to Maintain Common Area Improvements. The Association shall be responsible for maintaining all traffic control facilities located within Cottage Grove Residential, except those which are installed by an Owner on a Building Lot and designed for the protection of the Building and/or occupants thereof. The Association shall also be responsible for maintaining other Common Area Improvements, including those listed in Section 3.11. Maintenance shall include, but not be limited to general maintenance, upkeep, operation, repair, replacement, restoration and reconstruction of all and any Improvements as the same may be constructed and installed within Cottage Grove Residential by the Declarant or the Association, including any appurtenances or related property used or necessary in connection therewith. In addition, if the operation of said Improvements or facilities requires the payment or on-going expenses to operate the same, such as utility expenses, the Association shall be responsible for the payment of all such on-going expenses.

SECTION 7.04. Liability for Damage. Notwithstanding the provisions stated above in this Article VII or elsewhere in this Declaration, in the event that any maintenance, repair, replacement or reconstruction of all or any portion of any Common Area Improvement, equipment or apparatus is required as a result of the willful or negligent act of an Owner, an Owner's family, guests or invitees, the cost of such maintenance, repair, replacement or reconstruction, as applicable, shall be the sole obligation of such Owner(s). Any amounts expended by the Association in connection therewith shall be timely reimbursed by said Owner

to the Association and/or the Association may assess the cost of the same against said Owner and the Owner's Building Lot as a Limited Assessment as provided in this Declaration.

SECTION 7.05. Cost of Maintenance, Repairs and Replacement. The cost of the operation, maintenance, repair, replacement and reconstruction of Common Areas and Improvements within Cottage Grove Residential, as provided in this Article VII, shall be paid by the Association from the funds of the Association obtained by Regular and Special Assessments against the Building Lots within Cottage Grove Residential. Except as provided in Section 8.01, such costs and expenses (hereafter "cost and expenses") shall be apportioned among the Building Lots within Cottage Grove Residential that are then subject to Regular Assessments on an equal basis. In the event the Association does not have adequate funds to pay the cost and expenses deemed by the Association to be required, the deficiency shall be assessed to each Building Lot, on an equal basis, as a Special Assessment.

The decision as to what costs and expenses are required with respect to any Common Area or Improvement, and the timing of the payment thereof, shall rest solely with the Board.

SECTION 7.06. Easement for Maintenance. There is hereby reserved to the Association, its contractors and agents, an easement to enter upon the Building Lots within Cottage Grove Residential for the purpose of accomplishing all maintenance, repair and replacement rights and duties set forth in this Article.

SECTION 7.07. Easement for Use. There is hereby reserved for the use and benefit of the Declarant, and quit claimed for the use and benefit of each Building Lot and such Building Lot's Owner(s), and each such Owner's family members, guests, invitees, successors and assigns, a perpetual non-exclusive easement for the use and enjoyment of the Common Areas and Common Area Improvements for the uses and purposes intended. This specifically includes reciprocal access rights over, on and across Grove Way and the Alleys in the same manner as if Grove Way and the Alleys were public roads, subject to the right of the Board to impose such rules, regulations and restrictions as may be necessary, required or convenient to assure the privacy, security and well-being of each such Building Lot and the Occupants residing within Cottage Grove Residential; provided, however, that such shall not deprive or unreasonably restrict any of such Occupants the right to have access to and from the applicable Building Lot. The portions of the Alleys located within the boundaries of Building Lots, that are subject to the reservation of easements contained in this Section 7.07, are depicted on Exhibit "C" attached hereto.

Nothing herein contained shall prohibit or limit the right of the Declarant to extend the easement rights herein granted with respect to Grove Way to provide ingress and egress to property adjacent to Cottage Grove Residential, but not initially included within Cottage Grove Residential as described in this Declaration. Such right of use of the easement herein created may be extended by the Declarant to such additional property upon the annexation of such additional property under this Declaration or by the recording by the Declarant in the official records of Kootenai County, Idaho, of an easement document setting forth such rights of use and

extension of the easement, which recorded document shall specifically describe the additional property to be benefited thereby.

SECTION 7.08. Reserve for Maintenance, Repair and Replacement. The Association shall have the right to establish a reserve account for the payment of the costs and expenses as set forth herein with regard to the operation, maintenance, repair, replacement and reconstruction of the Common Areas and Common Area Improvements; and for the purpose of funding the same, the Board shall have the right to assess each Building Lot subject thereto, an amount to be included in a Regular or Special Assessment. The amount of said Regular or Special Assessment so determined for the purpose of funding the maintenance, repair and replacement reserve account shall be determined by the Board. The Board shall have the right to place all funds so collected in an interest-bearing account in an appropriate financial institution.

SECTION 7.09. Government Entity Not Liable. It is acknowledged and agreed that the governmental entity having jurisdiction and control over the public right(s)-of-way within Kootenai County shall have no obligation or responsibility to maintain, repair or replace all or any portion of a Private Road within Cottage Grove Residential or the traffic control facilities for Cottage Grove Residential. Any purported amendment to this Section to impose liability upon such governmental entity for the Private Roads and/or the traffic control facilities within Cottage Grove Residential shall be of no force or effect unless such governmental entity shall expressly consent thereto.

ARTICLE VIII.

ASSESSMENTS

SECTION 8.01. Covenant to Pay Assessments. Each Owner other than the Declarant, hereby and with respect to future Owners by acceptance of ownership of a Building Lot, covenants and agrees to pay when due all Regular and Special Assessments. All Owners including the Declarant and the Additional Owner hereby, and with respect to future Owners by acceptance of ownership of a Building Lot, agree to pay when due all Limited Assessments or charges, made by the Association.

All such Assessments, together with interest, costs and reasonable attorney fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Building Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Building Lot at the time when the Assessment becomes due and payable. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Areas or by abandonment of his Building Lot.

SECTION 8.02. Regular Assessments. Regular Assessments shall be made by the Association at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the

maintenance and operation of the Common Areas and all easement areas, if any, controlled by the Association for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance with the Association is required or permitted to maintain hereunder, landscaping and care of roads, grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods, and the creation of a reserve, surplus and/or sinking fund(s).

During calendar years 2013 and 2014, the Regular Assessment amount for each Building Lot owned by an Owner other than the Declarant will be \$125.00 per month. During those calendar years, the Declarant will pay the amount of any shortfall in Regular Assessment collections needed to cover the items in the preceding paragraph, except that Declarant shall have no obligation to contribute amounts for a reserve, surplus and/or sinking fund.

SECTION 8.03. Special Assessments. In addition to Regular Assessments, after December 31, 2014, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes.

(a) To defray, in whole or in part, the cost of any construction or reconstruction of Improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for Limited Assessment), or for any other expense incurred or to be incurred as provided in this Declaration.

(b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

SECTION 8.04. Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

(a) Maintenance and Repair. The Association shall have the power to incur expenses for the recovery of all costs and expenses the Association may incur in connection with any Owner's failure to pay or perform any maintenance or repair obligations imposed on such Owner in this Declaration, including all expenses incurred to bring such Owner and/or such Owner's Building Lot into compliance with this Declaration. This obligation will include, but not be limited to, all costs and expenses, including legal costs and attorney fees, in any way related to maintenance and repair of any Building Lot or any Improvements on a Building Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the Common Area or any other portion of Cottage Grove Residential; and if the Owner of said Building Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Owner of the Building Lot owned by said Owner to pay for the

cost of such maintenance and repair, and any other cost or expense, including attorney fees, arising out of or incident to such maintenance and repair and the Assessment therefore.

(b) Correction of Violations. In addition to maintenance and repair, the Board, upon certification from the ACC of the failure or refusal of an Owner to correct a violation of this Declaration or the ACC Rules/ACC Standards, shall have the power to enforce correction and/or compliance, and/or to correct any such violation on a Building Lot or any Improvement on a Building Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorney fees shall be assessed as a Limited Assessment against such Owner and such Owner's Building Lot(s), and collected as set forth in Article IX of this Declaration.

Further, in its discretion, the Board may include as part of any Limited Assessment authorized in this Subsection (b), an additional Limited Assessment amount for each day following the Board's notice to an Owner and reasonable opportunity to correct a violation by such Owner during which such Owner fails to make correction or cure such violation, all as determined by the Board in its discretion. Further, in the event of a repeat violation by an Owner of a provision for which notice has previously been given, no prior notice shall be required prior to commencement of the imposition of such additional Limited Assessment amount. The maximum additional amount that may be imposed as part of a Limited Assessment under this Subsection (b) as of the Effective Date of this Declaration shall be Fifty Dollars (\$50.00) per day. This assessment amount shall be subject to adjustment by the Board from time to time, in amounts determined by the Board in its discretion, to take into account the impact of inflation.

(c) Limited Purpose. The Association shall have the power to levy Limited Assessment against Owners and Building Lots for any limited special purpose which the Board believes necessary with respect to certain Building Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owner(s) of said Building Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.

SECTION 8.05. Commencement of Regular Assessments. Regular Assessments of the Association against each Building Lot subject to Regular Assessments shall commence on the date such Owner becomes an Owner of such Building Lot, and Regular Assessments for that month shall be prorated and paid to the Association as of that date and shall continue thereafter.

SECTION 8.06. Uniform Rate of Assessment. Except as expressly provided to the contrary in this Declaration, Regular and Special Assessments of the Association shall be fixed at a uniform rate for all Building Lots subject to Regular and Special Assessments.

SECTION 8.07. Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Association on Building Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with Subsection 8.04

(b), impose an additional Limited Assessment amount for the failure of an Owner to timely pay any Assessment when due, without the requirement to provide prior notice. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

ARTICLE IX.

ENFORCEMENT OF ASSESSMENTS

SECTION 9.01. Right to Enforce. The right to collect and enforce payment of the Assessments made by the Association is vested in the Association. Each Owner of a Building Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorney fees in connection therewith.

SECTION 9.02. Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against any and all Building Lots in Cottage Grove Residential pursuant to this Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney fees. Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Declaration except only for: (i) valid tax and special assessment liens on Building Lots in favor of any governmental unit assessing authority, (ii) a lien for all sums unpaid and secured by a first Mortgage or first Deed of Trust, duly recorded in Kootenai County, Idaho, including all unpaid obligatory advances to be made pursuant thereto, and (iii) labor or materialman's liens, if the same are prior by reason of applicable law. All other lien holders acquiring liens on any Building Lot after recordation of this Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Association, whether or not such consent be specifically set forth in the instrument creating such other liens.

SECTION 9.03. Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Idaho for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Building Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in said Building Lot as the Owner thereof.

SECTION 9.04. Notice Required. Notwithstanding anything to the contrary contained in this Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Building Lot described in such Notice at the last known address of the Owner as shown on the books and records of the Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Building Lot.

SECTION 9.05. Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

ARTICLE X.

ARCHITECTURAL CONTROL COMMITTEE

SECTION 10.01. Members of Committee. On the Effective Date of this Declaration, the Architectural Control Committee ("ACC") shall consist of Scott Krajack and Jerry Streeter, as Authorized Representatives on behalf of the Declarant. A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

SECTION 10.02. Appointment. So long as the Declarant owns any Building Lot then included as part of Cottage Grove Residential, the Declarant shall have the right to appoint and remove all members of the ACC. Thereafter, all members of the ACC shall be appointed or removed by the Board.

The ACC shall have the right to make a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of a simple majority of the members of the ACC shall constitute an act of the ACC.

SECTION 10.03. Compensation. The members of the ACC shall not be entitled to compensation from the Association for services rendered, however members of the ACC shall be entitled to reasonable reimbursement for expenses incurred by them in the performance of their duties hereunder.

SECTION 10.04. Non-Liability. Neither the ACC, nor any member thereof, or the Declarant or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to

the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Building Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the ACC, or any member thereof, or the Declarant or any officer, partner, employee, agent, successor or assign thereof to recover such damages.

SECTION 10.05. Approval Required. No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within Cottage Grove Residential without the prior express written approval of the ACC.

SECTION 10.06. Basis of Approval. Approval by the ACC shall be based, among other things, on the ACC Rules, ACC Standards, the adequacy of the Building Lot dimensions; conformity and harmony of external design with neighboring Improvements, the effect of location and use of Improvements on neighboring Building Lots; operations and uses; relations to topography, grade, finished ground elevation and landscaping of the Building Lot being improved to that of neighboring Building Lots; proper facing of the main elevation with respect to nearby streets; and the conformity of the plans and specifications to the purpose and general plan and intent of this Declaration.

SECTION 10.07. Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Declaration, the ACC Rules/ ACC Standards, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by a majority of the members of the ACC.

If a variance is granted as provided herein, no violation of this Declaration, ACC Rules/ ACC Standards or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the ACC Rules/ ACC Standards for any purpose except as to the particular subject matter of the variance thereof and the specific Building Lot covered thereby.

The ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing of Owners thereon.

SECTION 10.08. Application. To request ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within Cottage Grove Residential, the Owner shall submit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, the material (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and with the application form, if any, approved by the ACC.

(a) Site Plan. A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Building Lot, Building Lot drainage and all setbacks, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements.

(b) Building Plan. A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used.

(c) Landscape Plan. A landscape plan for portions of the Building Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways.

The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

The ACC shall have the right to require an Owner submitting an application for approval of plans and specifications to pay a fee at the time the application is submitted, the amount of such fee to be based upon the reasonable and actual expenses of the ACC, not to exceed \$250, in reviewing and processing the application. The ACC shall not be obligated to commence the review and processing of an application until such fee, if required, is paid.

SECTION 10.09. Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain Cottage Grove Residential as a first class residential development.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted application. The decision of the ACC can be in the form of an approval, a conditional approval or denial. The decision of the ACC shall be in writing, signed by a member of the ACC, dated, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the

working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial.

SECTION 10.10. Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Building Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Declaration or the ACC Rules/ ACC Standards or the approved plans and specifications.

The ACC is empowered to receive from other Owners ("Complainant") complaints in writing involving deviations from approved applications or violations of this Declaration or any applicable ACC Rules/ ACC Standards. In the event the ACC receives such a complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise.

Should the ACC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives:

- (a) The Owner shall immediately cease the activity which constitutes a deviation or violation.
- (b) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the ACC determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

SECTION 10.11. Hearing. An Owner submitting an application under Section 10.08, above, or served with a written notice of deviation or violation, or a Complainant, shall have the right to request to be heard at a hearing held by the ACC for the purpose of presenting facts and information to the ACC. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the ACC is mailed to the Owner (and Complainant) as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing, unless the ACC shall extend said period of time because of the unavailability of ACC members. A hearing may be continued by the ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the interested parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC incurs any costs or expenses in connection with the investigation, proceeding or hearing on a matter involving a deviation or violation, including the costs of retaining consultant(s) to advise the ACC and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event, such

Owner shall pay all costs. The payment of such costs shall be enforceable as provided in Section 10.13, below.

SECTION 10.12. Appeal. Either an Owner or a Complainant shall have the right to appeal to the Board a decision of the ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ACC adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 10.11, above, provided, however, that neither an Owner nor a Complainant shall be entitled to such an appeal with respect to deviations or violations unless said Owner or complainant has participated in the ACC hearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, if any, and copy of the written decision or determination of the ACC. The failure of an Owner or Complainant to appeal a decision of the ACC in the manner and within the time herein provided shall terminate all rights of said Owner or Complainant to appeal said decision and it shall be binding and enforceable.

The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the ACC.

The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such request shall entitle the Board to deny the appeal, in which event the decision of the ACC shall be considered final and not subject to further appeal.

At the hearing the Owner, Complainant, if any, and the ACC, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the Owner, the Complainant, if any and the ACC shall have the opportunity to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the ACC or the Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time, the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner, the Complainant, if any, and the ACC members shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board, and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the decision of the ACC, in which event such costs shall be paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 10.13 below.

A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

SECTION 10.13. Enforcement. The ACC, upon approval by the Board, shall be authorized on behalf and in the name of the Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within Cottage Grove Residential, the continuation of which violates the provisions of this Declaration, the ACC Rules/ ACC Standards or the approved plans and specifications.

The ACC shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the ACC shall have the sole discretion to commence such proceedings.

The authority of the ACC as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Association.

In the event the ACC and/or Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Association by the Owner against whom said proceedings are filed and upon the failure of said Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Association within five (5) days after written demand therefore is mailed to the Owner, the Association shall have the right to levy a Limited Assessment against the Owner and the Building Lot owned by such the Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said assessments, or any installment thereof when due, shall be enforceable in the manner provided in Article IX.

SECTION 10.14. Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Building Lot owned by the Owner, or the Complainant and the Building Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and

payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same as provided in Article IX.

SECTION 10.15. Non-Exclusive Remedy. The right of the Association to levy a Limited Assessment described in Sections 10.13 and 10.14, above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without waiver or any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

SECTION 10.16. Private Rights. The Association shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when, in the sole discretion of the Board, the interests of the Association or a substantial number of the Owners would not be benefited thereby.

ARTICLE XI.

SHARED DRIVEWAY MAINTENANCE/JOINT EASEMENT

SECTION 11.01. Easement Created. Lots 4 and 5, Block 2, in Cottage Grove Residential, shall share a joint driveway as shown on Exhibit "C" attached hereto. The Declarant shall have the right to determine that additional Building Lots will share joint driveways and create additional easements with regard thereto by appropriate instrument creating such additional easement(s).

Each Building Lot that is served, or in the future may be served ("Dominant Estate") by a driveway that in whole or part crosses or will cross the Building Lot of another Owner ("Servient Estate"), shall have a perpetual blanket easement and right of way together with the right of ingress and egress for the purpose of using, installing, constructing, erecting, altering, repairing, maintaining and operating driveway access over the Servient Estate and to the Dominant Estate, from the Common Area Private Road and/or Alley that has been dedicated to the Association that serves the driveway; provided that the easement shall be reduced by and not extend into any area enclosed by the foundation footing or foundation of the dwelling on the Servient Estate, and shall be limited to the driveway area shown on the final plat of Cottage Grove Residential Subdivision or a future Instrument creating or modifying any such easement; and PROVIDED FURTHER, that upon completion of installation of any driveway required to serve any such Dominant Estate, THE EASEMENTS HEREIN GRANTED SHALL BECOME LIMITED TO THE ACTUAL LOCATION OF SUCH DRIVEWAY(S), AS INSTALLED, WITH REASONABLE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSES ABOVE STATED.

SECTION 11.02. Use. Each Owner of a Building Lot in Cottage Grove Residential that shares a joint driveway shall use their respective shared driveways so as not to create a nuisance or in any way restrict the use, ingress or egress of the Owner(s) sharing said shared driveway.

SECTION 11.03. Maintenance Responsibility. Except as provided below, the Owner of each applicable Building Lot having a shared driveway shall pay an equal share of the maintenance, repair, and restoration of such shared driveway along with the Owners of each other Building Lot served by such shared driveway. Provided, in the event maintenance, repair or restoration of a shared driveway is made necessary by the negligence or misconduct of an Owner, or such Owner's family member, guest or invitee, such Owner shall be solely responsible for all costs and expenses incurred in connection with such maintenance, repair or reconstruction. Provided further, the portions of each shared driveway to which shared obligations will apply consist only of those portions of the joint driveway located on a Servient Estate that the occupiers of a Dominant Estate customarily cross to reach the Dominant Estate from the Common Area Private Road or Alley, as applicable. Any Owner expenses associated with any utility services or the water lateral, to the extent located in or under a shared driveway area, will be shared in like fashion as maintenance, repair and restoration of the shared private driveway.

SECTION 11.04. Association Easement. The Association shall have the same easement and rights in a servient estate as those enjoyed by the Dominant Estate or its Owner. Upon the failure of the Owner of the Dominant Estate or the Servient Estate to perform their obligations under this Article XI, the Association shall have the right, but not the obligation, to perform the rights and obligations of the defaulting Owner, whether of the Servient or Dominant Estate. The Association shall have the right to collect the costs and expense thereof from the defaulting Owner, and collect such costs and expenses from the defaulting Owner pursuant to the provisions of this Declaration providing for Limited Assessments.

SECTION 11.05. Structures over Easement. No structures, Improvements or personal property of any kind shall be built or placed, or allowed to be built or placed, over the actual locations of the driveways as installed, or which interfere with the reasonable rights of ingress or egress for the purposes set forth in this Article XI. Driveways and walkways shall not be considered structures or Improvements for purposes of this Section 11.06.

SECTION 11.06. General Rules of Law to Apply. Each driveway which is constructed and installed as a part of the original construction of the homes upon the Building Lots and placed in a Servient Estate or any Common Area private road right-of-way or Alley shall constitute a party wall of the Servient and Dominant Estates, and, to the extent not inconsistent with the provisions of this Article XI, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 11.07. Advancing and Sharing of Repair and Maintenance. Each Owner shall have the power to incur expenses for the reasonable maintenance and repair of any shared driveway, if such maintenance and repair is necessary, and shall have a right to contribution from the other Owner(s).

SECTION 11.08. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article, and the rights and obligations enjoyed by or owed to an Owner, or the Association, shall be appurtenant to the land and shall pass to such Owner's successors in title and to the Association.

SECTION 11.09. Dispute Resolution. In the event of any dispute arising concerning the use or maintenance of an easement, including, but not limited to the ownership, maintenance, repair, or installation of Improvements, or the facilities, fixtures or appliances contained therein, the disputing parties shall first engage in good faith mediation to attempt to resolve such dispute. If the disputing parties do not resolve the matter in mediation, they shall resolve the dispute through binding arbitration. If the parties cannot agree on a mediator or arbitrator, as applicable, within twenty (20) days of a demand for mediation by any party upon another, or within fifteen (15) days following the failure of mediation to resolve the dispute, then such mediator or arbitrator, as applicable, shall be appointed by the District Court of Kootenai County. The disputing parties shall pay equally for the costs of any mediation or arbitration. The procedures for any mediation or arbitration, shall be governed by the laws of the state of Idaho; and to the extent no law controls a matter, shall be set and determined by, and in the discretion of, the mediator or arbitrator, as applicable. In the event of arbitration, the decision of the arbitrator shall be final and binding.

ARTICLE XII.

ANNEXATION

SECTION 12.01. Annexation. Additional property may be annexed to Cottage Grove Residential and brought within the provisions of this Declaration by the Declarant, at any time, without the approval of any Owner or the Association. As such annexed property is developed, the Declarant shall record an amendment to this Declaration with respect thereto which shall annex such property to Cottage Grove Residential and which may supplement this Declaration with additional or different covenants and restrictions applicable to the annexed property, as the Declarant may deem appropriate, and may delete or modify as to such annexed property such covenants or restrictions as are contained herein which the Declarant deems not appropriate for the annexed property, so long as the quality of development is not materially adversely affected. Upon such annexation, the Owners of the Building Lots within the annexed property shall become members of the Association with all rights, privileges and obligations as all other members. Without limiting the generality of the above provisions, the Declarant and the Additional Owner acknowledge that the Declarant may annex all or any portion of the Additional Property as referred to in Recital B in Article I.

SECTION 12.02. De-Annexation. The Declarant shall have the right to delete all or a portion of Cottage Grove Residential from the coverage of this Declaration and the jurisdiction of the Association, so long as the Declarant is the Owner of a portion of Cottage Grove Residential to be de-annexed and all Owners of such Property to be de-annexed consent to de-

annexation in writing; and, provided further, that an appropriate amendment to this Declaration is recorded in the office of the Kootenai County Recorder.

ARTICLE XIII.

MISCELLANEOUS

SECTION 13.01. Term. This Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2038, unless amended as hereafter provided. After December 31, 2038, said covenants, conditions, restrictions and easements shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument in accordance with Section 13.02.

SECTION 13.02. Amendment. This Declaration may be amended in whole or part at any time as follows:

(a) By The Declarant. So long as the Declarant owns any Building Lot then included as part of Cottage Grove Residential, this Declaration may be amended or terminated by the Declarant by recordation of a written instrument signed by the Declarant and acknowledged setting forth such amendment or termination. Such amendment may be set forth in an instrument signed by the Declarant.

(b) By Owners. Except where a greater percentage is required by an express provision in this Declaration and except as provided in Section 13.02(a), the provisions of this Declaration, other than this Section, may be amended in whole or part at any time by an instrument in writing (a) that has been approved by the vote or written consent of Owners owning at least fifty-one percent (51%) of the Building Lots then included as part of Cottage Grove Residential; and (b) so long as the Declarant owns any Building then included as part of Cottage Grove Residential, has also been approved in writing by the Declarant. Such amendment shall be set forth in an instrument signed and acknowledged by the President and Secretary of the Association certifying that the requisite approval as provided above in this paragraph has been given, as well as by the Declarant so long as Declarant owns any Building Lot then included as part of Cottage Grove Residential.

Any amendment adopted pursuant to either Subsection (a) or (b) above shall be effective upon its recordation with the Kootenai County Recorder. Any amendment to this Section 13.02 shall require the vote or written consent of eighty percent (80%) of all Owners, as well as the Declarant so long as the Declarant owns a Building Lot within the Subdivision.

SECTION 13.03. Books and Records. All books and records and minutes of the Board and all other books and records maintained by the Association shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable

time and for a purpose reasonably related to his interest as a member in the Association, or at such other place and time as the Board shall prescribe. Provided, the Association may impose a reasonable charge for the time and expense for making any such copies, which charges may be imposed in advance.

SECTION 13.04. Non-Waiver. The failure of the Declarant, the Board or any Owner in anyone or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

SECTION 13.05. Acceptance. Each Owner of a Building Lot, each purchaser of a Building Lot under a contract or agreement of sale and each holder of an option to purchase a Building Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Declaration and agrees to be bound by the same.

SECTION 13.06. Indemnification of Board Members. To the fullest extent permitted by law, each member of the Board and each member of the ACC shall be indemnified by the Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the ACC, or any settlement thereof, whether or not said person is a member of the Board or ACC at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. This Section shall extend to and apply also for the indemnification of the Declarant during the initial period of operation of the Association or prior thereto during the period the Declarant is exercising the powers of the Association.

SECTION 13.07. Notices. Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

SECTION 13.08. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes set forth in Article IV, above, and shall be construed and governed by the laws of the State of Idaho.

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine or neuter.

All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

SECTION 13.09. Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the Declarant and the Additional Owner have executed this Declaration as of the day and year first above written.

DECLARANT:

VIKING CONSTRUCTION, INC.

By: Wendell Olson
Printed Name: Wendell Olson
Title: President

ADDITIONAL OWNER:

JANHSEN PROPERTIES, LLC

By: Herb Janhsen
Printed Name: Herb Janhsen
Title: Pres.

State of Idaho)
SS.
County of Kootenai)

On this 13th day of December 2013, before me the undersigned Notary Public, personally appeared Wendell Olson to me know to be the President for VIKING CONSTRUCTION, INC., the company that executed the foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such company executed the same.

In witness whereof, I have hereunto set my hand and seal the day and year in this acknowledgement first above written.



Kristen Agostinelli
Notary Public for Idaho
Residing at Hailey
Commission Expires: 9/13/2016

State of Idaho)
SS.
County of Kootenai)

On this 16th day of December 2013, before me the undersigned Notary Public, personally appeared Herbert Janhsen to me know to be the President for JANHSEN PROPERTIES, LLC, an Idaho limited liability company, the company that executed the foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such company executed the same.

In witness whereof, I have hereunto set my hand and seal the day and year in this acknowledgement first above written.



Kristen Agostinelli
Notary Public for Idaho
Residing at Hailey
Commission Expires: 9/13/2016

EXHIBIT A

COTTAGE GROVE RESIDENTIAL

LEGAL DESCRIPTION

BOUNDARY OF THE RESIDENTIAL PORTION OF COTTAGE GROVE FIRST ADDITION, BOOK K, PAGE 395, RECORDS OF KOOTENAI COUNTY, IN A PORTION OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID COTTAGE GROVE SUBDIVISION, BEING A FOUND 5/8" REBAR, PLS 6602 AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;
THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING COURSES:

S 88°51'07" E, 312.24 FEET;
THENCE S 88°45'27" E, 338.60 FEET;
THENCE S 88°50'39" E, 336.16 FEET TO A FOUND 5/8" REBAR PLS 4565 AND THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE S 00°43'47" W, 336.74 FEET;
THENCE N 87°53'52" W, 141.63 FEET;
THENCE N 86°33'59" W, 60.00 FEET;
THENCE S 03°26'01" W, 17.60 FEET;
THENCE N 88°48'54" W, 133.79 FEET;
THENCE S 00°42'28" W, 27.88 FEET TO A FOUND 5/8" REBAR, PLS 4565;
THENCE N 88°48'54" W, 550.76 FEET TO A FOUND 5/8" REBAR, PLS 4565;
THENCE N 00°44'51" E, 66.10 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST;
THENCE 333.16 FEET ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 35°20'57", A CHORD BEARING OF N 17°01'39" W AND A CHORD DISTANCE OF 327.90 FEET TO THE TRUE POINT OF BEGINNING;
CONTAINING APPROXIMATELY 7.633 ACRES, MORE OR LESS.

ALSO IDENTIFIED AS: LOTS 1 THROUGH 24 IN BLOCK ONE; LOTS 4 THROUGH 19 IN BLOCK TWO; TRACTS A THROUGH I; TRACTS L AND M; AND THOSE PORTIONS OF EXISTING TRACTS J AND K LYING OUTSIDE TRACTS N, O AND P AS DEPICTED ON EXHIBIT "C" TO THIS DECLARATION; ALL IN THE PLAT OF COTTAGE GROVE FIRST ADDITION, RECORDED IN BOOK K, AT PAGE 395, RECORDS OF KOOTENAI COUNTY, IDAHO; IN A PORTION OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO.

EXHIBIT "B"

COTTAGE GROVE RESIDENTIAL SUBDIVISION

ARCHITECTURAL CONTROL COMMITTEE RULES/GUIDELINES

INTRODUCTION AND POLICY

SECTION 1.1. Pursuant to Article X of the Declaration of Covenants, Conditions, Restrictions and Easements for Cottage Grove Residential Subdivision (hereinafter referred to as Declaration) as recorded in the office of the County Recorder, Kootenai County, State of Idaho, these guidelines are adopted to preserve the unique and prestigious identity of the Cottage Grove Residential Subdivision and to provide for the continuity of design, materials, landscaping and other improvements to be constructed in the community. All requirements of Article X of the Declaration are incorporated herein by reference.

SECTION 1.2. The Architectural Control Committee (ACC) has been established to encourage design excellence through application of these guidelines to site planning, architecture and landscaping. Without unduly inhibiting freedom of individual expression, the ACC shall approve those Improvements which are compatible with the basic design theme of Cottage Grove Residential with design elements incorporating the use of wood, stone and other materials blending with the natural vegetation of the area.

SECTION 1.3. The ACC's evaluation and review will consider size, design, view, effect on other property Owners, disturbance of existing terrain, location with respect to the designated set-back requirements, color, and other relevant factors.

ARTICLE II.

ARCHITECTURAL CONTROL COMMITTEE AUTHORITY

SECTION 2.1. Each Owner as defined in the Declaration must procure the ACC approval of plans for new construction, site Improvements, landscaping and all modifications thereof, prior to beginning construction. The committee shall be entitled to a fee not to exceed \$250.00 to cover its operating expenses in reviewing such submittal, including an Architect's review if deemed necessary by the ACC.

SECTION 2.2. The Owner must submit building plans to the ACC and begin construction within three (3) months after plan approval, and complete construction within one (1) year after commencing construction. The ACC may grant a variance to this requirement if completion is rendered impossible or would result in great financial hardship to Owner due to

strikes, fires, national emergencies, natural calamities or other supervening forces of God or nature beyond the reasonable control of the Owner or his agents. Failure to act within these time-frames shall void any ACC plan approval.

SECTION 2.3. As changes in building materials, methods of construction, design concepts and governmental regulations may occur, the ACC may enact revisions to the form and content of these guidelines and adopt such modifications as it deems appropriate. No Owner obtains any vested right based on guidelines in effect when the Building Lot was acquired, as opposed to those in effect when his first submittal is made.

SECTION 2.4. The ACC recommends that submittals be made with preliminary plans (schematic design) for preliminary review and evaluation prior to the preparation of final plans. This procedure will often save the Owner expense and delay in the final working plans.

SECTION 2.5. The ACC, in accordance with the Declaration, may grant an Owner a variance from any guideline, if it determines a physical condition exists that makes strict compliance a physical impracticability or creates a material economic burden on an Owner. The Owner who applies for such variance has the burden of proof of hardship and shall offer evidence in support of his application to support an ACC finding that: the variance is appropriate to the location for the building or Improvement on the particular Building Lot and the immediate neighborhood; the variance is consistent with the policy set forth throughout these guidelines; and, that the variance will not materially adversely affect the character of the neighborhood or any adjacent property Owner. A desire to utilize a greater area of Building Lot than a guideline would indicate, or to use less costly materials than prevailing in the community are not grounds for variances.

These guidelines are in summary format and are meant to be a guide to follow in preparing to discuss the style of homes to be built in Cottage Grove Residential. Any person proposing to construct a home, or to make a significant exterior modification to a home or Building Lot, in Cottage Grove Residential acknowledges that these guidelines are subject to revision by the Architectural Control Committee from time to time and any person proposing to construct a home or perform any other exterior improvement or modification work (including substantial modifications to existing landscaping), shall be responsible for procuring a then set of Design Guidelines from the Architectural Control Committee. In circumstances deemed appropriate by the Architectural Control Committee in its discretion, the Architectural Control Committee reserves the right to deviate from any set of adopted Design Guidelines in a manner that the Architectural Control Committee determines will not result in a materially different result than that described in then current version of the Design Guidelines or provisions in the Declaration of which these Design Guidelines are a part.

As provided in the Declaration, during initial build-out of homes on Building Lots in Cottage Grove Residential, the Declarant shall serve as the Architectural Control Committee. At the end of this period described in Section 10.02 of the Declaration as ending after The Declarant has sold all Building Lots in Cottage Grove Residential, the Architectural Control Committee will serve as a committee of the Association and the Association shall thereafter be responsible

for appointing the members of the Architectural Control Committee. Thereafter, the Architectural Control Committee shall be comprised of three members of the Association, selected by the Association's Board of Directors.

The primary goal that is intended to drive decisions regarding the majority of homes in Cottage Grove Residential is to encourage designs determined by the Architectural Control Committee, in its discretion, to be compatible, that include well-proportioned detail on the exteriors.

- A. Site Planning: Building Lots in Cottage Grove Residential may have some rock within two to three feet of the surface. Builders are advised to go up with their designs rather than down. Efforts should be made to pick up view corridors that are available.
- B. Building Envelope: Exterior designs will incorporate traditional styles, textures and finishes. Trendy or contemporary designs are to be avoided, with a goal of emphasizing design details that impart a timeless feel.
- C. Setback: Minimum setbacks will be approved by the Architectural Control Committee in its discretion, but not less than any setbacks depicted on the Plat. Any Owner shall also be responsible for determining and complying with any governmentally required setbacks, including those imposed by applicable governmental agencies.
- D. Building Height: As per city code. To the extent permitted by city code, any building heights over 35 feet will need to be approved by the Architectural Control Committee as well as applicable governmental authorities.
- E. Dwelling Size: Any dwelling shall have a minimum of 1,200 square feet, exclusive of porches, decks and garages; with each side of a zero lot line structure with units sharing a common area being considered a separate dwelling.
- F. Individual lot lighting, and newspaper and mail receptacles:
 - a. All exterior lighting must be approved by the Architectural Control Committee and is intended to be low intensity and limited to landscaping or structural accent lighting. Primary lighting on dwelling exteriors will generally be permitted in order to illuminate front landscaping, texture of the home, house number and entryway areas. Photo cells may be required by the Architectural Control Committee in its discretion.
 - b. No plastic newspaper boxes are allowed in front yards. If necessary, some Improvement approved by the Architectural Control Committee may be required.
 - c. Mail will be delivered to "community mail stations" or other mailboxes, as required or permitted by the US Postal Service.
- G. Roofing Materials Allowed:
 - a. Three tab architectural 30 + year shingles, generally in earth tones, as well as substantially equivalent materials that now or hereafter exist, as determined by the Architectural Control Committee in its discretion.

- b. Tile – earth tones.

H. Roofing Materials Disallowed:

- a. Cedar Shake or Wood types
- b. Metal Roofs

I. Siding Materials Allowed:

- a. Brick
- b. Stone (which may include natural stone as well as man-made stone)
- c. Stucco
- d. Hardboard shingle – scallops, or board and batt
- e. Lap, 8 inch width or less – hardboard or cement backed board (such as Hardiplank or similar)

J. Siding Disallowed:

- a. Vinyl
- b. Metal
- c. T-111

K. Rear Deck and Patio Materials Allowed:

- a. Glass tinted
- b. See through screens by approval of Architectural Control Committee
- c. Stairs
- d. Metal Framing
- e. Recycled Plastic Decking (such as "Trex" decking)
- f. Wood, subject to such provision for staining or painting as the Architectural Control Committee may impose. This may include painted or stained wood railings, pickets, stairs, decking, and other components. The Architectural Control Committee shall have discretion to require that particular types of wood, such as treated wood, cedar, teak, and similar materials that are weather-resistant, be utilized for decks.
- g. Concrete for Ground Level Patios.

L. Front Porches:

- a. Country-style or larger porches and additional decorative details may be allowed by the Architectural Control Committee to be constructed of or incorporate portions in wood, on a case-by-case basis, in its discretion.
- b. Pillars may incorporate rock, brick, stone, or wood, with the Architectural Control Committee having discretion to determine the permitted mixture of the foregoing on any pillar.

M. Roof Pitch

- a. Primary roof to have a pitch of 6:12 or greater; with the Architectural Control Committee to have discretion to alter this requirement and require a higher pitch, or

to permit a somewhat lower pitch, in the event the Architectural Control Committee determines it to be appropriate, in its discretion.

N. Windows

- a. All exterior front-facing windows are encouraged to have a box trim finish, with the Architectural Control Committee to have discretion to alter this design element.

O. Restrictions on Specific Homes:

- a. Building Lots improved with homes may be subject to additional restrictions deemed appropriate by the Architectural Control Committee in its discretion.
- b. Height restrictions on certain homes may be Imposed (sight impairment of homes across the street being one fact the Architectural Control Committee may consider in a case-by-case basis).
- c. No views are guaranteed.

P. Exterior Fireplace Chases:

- a. Chases must generally be constructed of the same exterior stone, hard surface and/or finish material as utilized for the siding on the home.
- b. Except to the extent permitted by the Architectural Control Committee for Item G.c., exposed metal chimneys are generally not permitted.
- c. Notwithstanding the foregoing, metal structures and apparatus customary and appropriate for particular types of fireplaces, such as metal exhaust structures for natural gas fireplaces may be permitted as determined by the Architectural Control Committee in its discretion.

Q. Landscape and Driveways

- a. All landscaping shall be completed at the time provided in Section 5.21 of the Declaration, subject to the right of the Architectural Control Committee to grant an extension of up to six months as provided in said Section.
- b. Concrete driveways or such other hard surface coverings as may be approved by the Architectural Control Committee in its discretion will be required.
- c. Yards are restricted as to the amount of grass. The Architectural Control Committee has the right to determine the limits for each Building Lot, recognizing that Cottage Grove Residential has an average lot size of about 3000 square feet. All plans and materials must be approved by the Architectural Control Committee in its discretion.
- d. Tree standard, if adopted, shall be determined by the Architectural Control Committee in its discretion for all homes.

R. Fencing standards:

- a. Perimeter fencing shall be maintained as presently existing or, in the discretion of the Architectural Control Committee, may be altered in a manner the Architectural Control Committee deems appropriate.
- b. Other fencing within individual Building Lots must be approved by the Architectural Control Committee in its discretion. In general, it is not intended that requests for metal fencing or cyclone fencing will be granted other than limited use of decorative

wrought iron fencing deemed acceptable by the Architectural Control Committee in its discretion.

- S. Yard Maintenance: Subject to the provisions in Section 5.22 of the Declaration, guidelines and policies for yard maintenance may be selected and determined by the Architectural Control Committee, and any of these shall be subject to revision from time to time by the Architectural Control Committee. To the extent adopted, the provisions will apply to portions of yard maintenance imposed on the Owners (with respect to portions of landscaping on Building Lots they are to maintain as provided in Section 5.22), as well as portions of all landscaping on Building Lots and Common Areas the Association is responsible for maintaining as provided in Section 5.22.

SECTION 2.6. Building Site. The residential building structure and garage shall be located completely within the Building Envelope as that term is defined in the Declaration. The ACC shall have final approval of the final building site upon each Building Lot.

SECTION 2.7. Size. No residence may exceed 3,000 square feet of living area under the roof, excluding the garage or porch patio (3,000 square feet per side with respect to a structure containing two dwelling areas constructed on adjoining zero lot line lot with a shared wall). The height of the structure shall not exceed 35 feet.

SECTION 2.8. Accessory Buildings/Structures. Accessory structures such as storage sheds, pump houses, structures to house animals, and the like, are not permitted.

SECTION 2.9. Pools and Spas. Pools are expressly prohibited within the Development. All spas or hot tubs and related equipment must be screened from view of the road, and should be situated to minimize visibility from and sound transmission to adjacent residences.

ARTICLE III

SUBMITTAL PROCEDURES

SECTION 3.1. The minimum submittal for ACC approval of an Improvement shall be two complete sets of the final building plans and specifications at 1/4" = 1' scale or larger, including:

- (a) Plot plan showing locations of structure(s) on Building Lot and north arrow. The plot plan may be 1/8" scale.
- (b) Exterior elevation drawings of all sides of any structure, including walls. Indicate height of chimney as compared with the ridge of the roof, natural and finished grade for elevations of all views, the curb level in relation to the applicable

elevation(s) of the structure, a detail showing a section from eaves to foundation, including window and trim.

- (c) Detailed floor plan. Include all room sizes, doors, windows and sizes of same, and the location of the outside air-conditioning unit.
- (d) Exterior colors and samples of materials. Describe all exterior materials and finishes (wall, roof, trim, chimney, garage door, etc.) and grade of material where applicable, proposed exterior painting and/or staining, including colors, specifications and color selection for all door frames.
- (e) Detailed roof plan showing all roof treatments and overhang lines.
- (f) Proposed off street parking.
- (g) A detailed grading plan reflecting all changes in grade and showing drainage.
- (h) A detailed landscaping plan as further described in this Article IV.

The ACC may require any additional information reasonably required to determine if the Improvement is consistent with these guidelines. All plan changes must be approved by the ACC.

SECTION 3.2. ACC approval must be based on plans and details that thoroughly and accurately reflect the true design, materials and quality of the proposed building, or other Improvements and landscape. Building plans must be prepared by a licensed architect or building designer; landscape plans by a landscape architect or landscape consultant.

SECTION 3.3. Construction plans shall have sufficient detail to fully explain the intent and character of the structural, architectural, mechanical and electrical systems, as well as the materials and finishes involved.

EXHIBIT "C"

DIAGRAM OF COTTAGE GROVE RESIDENTIAL

