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The Meadows CC&R's Nov. 25, 2002

Per The Meadows HOA Meeting, Nov. 25, 2002, the following additions and adjustments will be made to The Meadows CC&R's recorded Nov. 21, 2002 under document number 1765352

The following changes and additions were agreed to by the HOA executive, which shall be adjudicated by the Architectural Control Committee, hereafter termed (ACC):
Additional to the Lukins & Annis, E. Wroe completed CC&R's, dated June 6th, 2002, we will add the following requirements, for project quality and owners equity protection:

1. Fencing. Unless approved by The ACC, all front yard perimeter fencing, in front of the residence, side yard and rear yard perimeter fencing shall be white color vinyl of the Owner's choice. The rear yard perimeter fencing shall be three minimum rail vinyl fencing. Cross fencing for screening or containment may be chain-link, provided vinyl slats are included, or, minimum number two grade pressure treated wood fencing is acceptable. The contractor shall install minimum one hundred and sixty (160') feet of vinyl fence at the time of construction, prior to occupancy. Lots with fronting equestrian trails shall have their front of lot fence installed no closer than three (3') feet from the trail.
2. Architectural Guidelines: (Page 8, item "g"), The minimum forty (40) front entry porch roof shall be increased to a minimum of eighty (80) foot.
3. Architectural Guidelines: (Page 9, item "O"), All detached garages, shops and outbuildings, in access of one hundred and twenty (120) square feet, shall have a minimum one foot (12") roof overhang on all sides
4. Approval of Plans by Architectural Committee. Re-applications and additional applications must be accompanied with a fifty-dollar fee payment.
5. Submission of Plans. All plans and specifications submitted to the Committee shall be submitted by mail to the address of the Committee in duplicate. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identify the Lot involved, and the following information about the proposed structure:
 - a) The location of the structure upon the Lot.
 - b) The elevation of the structure with reference to the existing and finished Lot grade;
 - c) The general design and the interior layout;
 - d) The exterior finish materials and color, including roof materials.
 - e) Each Lot's landscaping plan shall contain drawing showing the location of landscaping to be completed prior to occupancy;
 - f) In reviewing the landscaping plans submitted, the Architectural Control Committee shall attempt to reasonably insure that the requested approval for landscaping and materials is consistent with the quality, quantity and attractiveness of landscaping and materials generally found in housing developments similar to The Meadows;
 - g) Appropriate provision for storm-water drainage shall be incorporated into each lot and approved by the Committee. It is the sole responsibility of the owner to provide appropriate protection for his dwelling for storm-water or

other drainage for their lot including private drive.

- h) Automatic approval is granted if the AC Committee does not respond within Twenty-one (21) days after the receipt of plans.

6. Architectural disapproval: The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- a) The failure of such plans or specifications to comply with any of the restrictions in this Declaration involving The Meadows.
- b) Failure to include information in such plans amid specifications as may have been reasonably requested.
- c) Objection to the exterior design, appearance or materials of any proposed structure.
- d) Incompatibility of any proposed structure or use with existing structures or uses upon other Lots in the vicinity.
- e) Objection to the grading plan for any Lot.
- f) Objection to non-compliance of the control guidelines, and color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure.
- g) Any other matter which, in the judgment of the Architectural Committee would render the proposed structure, structures or uses inharmonious with the general plan of improvement of The Meadows or with structures or uses located upon other Lots in the vicinity. In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the Architectural Committee shall if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.
- h) Specifications, the Committee shall approve or disapprove the proposed structure. The Committee may decline to approve plans and specifications when they in their opinion, do not conform to restrictions articulated in this Declaration or to its aesthetic standards. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications. In the event that no disapproval of such plans and specifications is given with twenty-one (21) days of submission, the plans and specifications shall be deemed approved by the Committee and construction pursuant to the plans and specifications submitted may be commenced.

7. Unapproved Construction; Remedies. If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee, such alteration, erection, maintenance or use shall be deemed to have been undertaken without the approval required herein, and upon fifteen (15) days' written notice from the Architectural Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

8. Mandatory Reconstruction. All buildings must have adequate insurance to fully rebuild in case of fire or other disaster, and the Owner shall immediately rebuild or

repair.

9. Utility connections and disputes:

- a) By written request on the part of any owner, the HOA shall settle any disputes that may arise between owners, regarding the repair or rebuilding of said service and utility connections, or with respect to the sharing of the cost thereof. The decision of the HOA Board shall be final and conclusive on the parties.
- b) The lots in the Project are within the jurisdiction and service area of the City of Post Falls sewer system. The Owner of each lot shall cause the residence constructed to be connected to the central sewer system. The connection to the central system shall be available at edge of the roadway, adjacent to the front of the lot. It shall be the sole responsibility of the lot owner to pay any hook-up fee or other capitalization expense associated with said lot, as part of the permitting fees.
- c) Domestic water shall be provided by the East Greenacre Irrigation District, since the lots in the Project are within their service area, and jurisdiction of the East Greenacres Irrigation District. A connection to the central supply system shall be available at the finished roadway at the front of the lot. It is solely the responsibility of the lot owner to pay any hook-up, or usage charges required by the East Greenacres Irrigation District, and to abide by any and all rules and regulations associated with the use of the system, as outlined by the East Greenacres Irrigation District. The lot will have an irrigation hook-up potential at the domestic water box.

10. Covenants for yard landscaping and yard maintenance:

- a) The landscaping for the front yard, and side yards shall be installed prior to occupancy. The balance of landscaping shall be completed within twelve months of occupancy. The owner of any lot shall be responsible for maintaining the swale area and lot frontage areas of their property, which includes swale irrigation including a "drip line" to the swale tree. Should a lot have a trail or sidewalk fronting the lot, it will be the Developer's duty to provide a buried "pipe sleeve" under these, near the irrigation service to facilitate accessibility for the sprinkler line to the fronting swale.
- b) The Architectural Control Committee is authorized but not required to establish certain minimum criteria for approval of landscaping plans if desired but it is a fundamental requirement that "Landscaping" as used herein above shall require for the good of the project quality and theme and meets the following.

b-1) The lot owners shall be required to provide minimum landscaping and plant grass in the front, side yards, and swales of the residence as part of the construction and before occupancy of each single-family residence. The lot owner is responsible for the planting of grass and maintenance of their lot fronting swales and shall not allow any fills or grade changes in the drainage area.

grass

b-2) As part of the construction of the dwelling unit and prior to occupancy each lot shall plant in front of the dwelling rear foundation line, two minimum deciduous trees of not less than two inches (2") in caliper, as well as two evergreen trees of not less than three inches (3") in caliper. One, one and a half inch (1 1/2") caliper tree, according to the City approved species list shall be planted in the fronting swale, for street beautification.

Tree

c) Lot maintenance.

c-2) The grass shall be maintained in all front, side yards and rear yards to eighty feet behind the residence to be no higher than six (6") inches. The rear yard grass shall not be higher than ten (10) inches. Should the

grass be higher than these standards, a letter of notification shall be delivered to the owner's registered address, and if not attended to and remedied within ten (10) days. The Meadows HOA may perform such work as it deems necessary to bring the Lot into compliance and assess the applicable lot and owner.

The Meadows Common Property.

- a) Equestrian trails joining to the arenas, along Polo Green Avenue, Howell Street, Grange Avenue, and Serenity Street.
- b) The fence located in The Meadows which lies immediately adjacent to Fisher Avenue and Grange Road, as well as along the entrance roads first blocks off of the same, and the fencing around the monument lot.
- a) The HOA shall be responsible for the maintenance of all common area property, as well as the perimeter grass and sidewalks, fronting McGuire Road and Fisher Avenue, as well as the side lots of all first lots on entrance roads and any "Islands" within the entrance roads,

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF _____

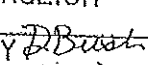
NORTH IDAHO TITLE INS.

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TRILLI GRACE, INC.

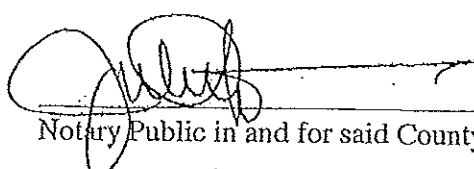
DANIEL J. ENGLISH

BY: 
JOHN DEVRIES, PRESIDENT

DEPUTY 
FEES: 12.00

State of Idaho)
) ss.
County of KOOTENAI)

On this 26th day of November, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared John Devries known or identified to me to be the President of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.


Notary Public in and for said County and State

**Julie Hjelvik
Notary Public
State of Idaho**

Residing at: Hayden ID
Commission Exp.: 9/28/2006