

1888012

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF _____
Lukins and Annis

Recorded at the Request of:

LUKINS & ANNIS, P.S.
250 Northwest Blvd.
Suite 102
Coeur d'Alene, Idaho 83814

2004 JUL 14 A 10:52

DANIEL J. ENGLISH

DEPUTY
FEES _____

Attention: EDWARD F. WROE

DECLARATION OF ANNEXATION

**PHASE TWO
THE MEADOWS**

KOOTENAI COUNTY, IDAHO

This Declaration of Annexation is made on the date hereinafter set forth, by **TRIPLE GRACE, INC, an Idaho corporation** ("Declarant"), with reference to the following facts:

A. Declarant is the developer of a certain tract of land located in Kootenai County, Idaho, being a residential subdivision development project commonly known as "The Meadows," which development is governed by that certain Declaration of Covenants, Conditions, and Restrictions, recorded November 21, 2002, as Document No. 1765352, Official Records of Kootenai County, Idaho (the "Declaration"), the definitions and terms of which Declaration are incorporated herein by this reference. The Declaration has been supplemented by an additional instrument setting forth more detailed architectural requirements and construction approval procedures, which supplemental instrument was recorded November 27, 2002, as Document No. 1766745, Official Records of Kootenai County, Idaho (the "Architectural Supplement").

B. The following property is described in the Declaration as part of the "Potential Annexation Property" for development and inclusion within The meadows (the "Project"), but has not yet been subjected to the Declaration (the "Annexed Property"):

All of THE MEADOWS FIRST ADDITION, according to the Plat thereof recorded December 15, 2003, in Book I of Plats, at Pages 497, *et seq.*, Records of Kootenai County, Idaho.

C. Declarant desires to include the Annexed Property within the Project, and to supplement and amend certain of the provisions in the Declaration and the Supplement, all as provided in this Declaration of Annexation.

NOW, THEREFORE, the Declarant declares as follows:

1. Annexation. Pursuant to the rights reserved to Declarant under Article 15 of the Declaration, the Annexed Property is hereby made subject to the Declaration, and shall for all

purposes be a part of The Meadows Project, effective on the date of recordation of this Declaration of Annexation. The Annexed Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the declarations, limitations, covenants, conditions, restrictions, and easements set forth in the Declaration (as supplemented and amended by this Declaration of Annexation), all of which are for the purpose of enhancing and protecting the value and attractiveness of the entire Project. All of the limitations, covenants, conditions, restrictions, and easements set forth in the Declaration (as supplemented and amended by this Declaration of Annexation) shall constitute covenants and encumbrances which shall run with the Annexed Property for the benefit of the entire Project, and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Annexed Property.

2. Grant and Reservation of Easements. Declarant hereby grants to all Owners of Lots in the Annexed Property all rights and easements created for the benefit of the entire Project, which rights and easements are reserved to Declarant in the Declaration. Declarant also hereby reserves from all Owners of Lots in the Annexed Property, and grants to the Owners of Lots in the initial Phase, all rights and easements which were reserved to Declarant under the Declaration.

3. Association Assessments. Without limiting the generality of the foregoing, Declarant, for each Lot owned within the Annexed Property, hereby covenants, and each Owner of any Lot within the Annexed Property, by acceptance of a deed therefore, is hereby deemed to covenant and agree to pay to The Meadows Association, Inc. (the "Association") regular, extraordinary, and special assessments for Common Area operation and maintenance, capital improvements, unexpected expenses, and default charges, all according to the Declaration.

4. Common Area. The Arena shown on the Plat of the Annexed Property shall be conveyed to the Association and shall be deemed part of the Project "Common Area," which shall be operated and maintained by the Association.

5. Supplemental Provisions Applicable to the Annexed Property. Pursuant the rights reserved in the Declaration, the Declarant hereby makes the following supplemental provisions applicable to the Annexed Property:

a. Paragraph 4.4(e) of the Declaration shall be modified to read as follows:

(e) All houses shall have a minimum of one gable and valley, or one hip and valley, incorporated into the roof design, visible from the fronting road, and three different roof ridge elevations.

b. Paragraph 4.4(g) of the Declaration shall be modified to read as follows:

(g) All exterior front entries shall have a roofed area which shall be no less than forty-five (45) square feet excluding overhang areas, for decor and weather protection. The Board or Committee may require bay windows, box windows, dormers, or similar structural protrusions, where necessary to make a house front more architecturally appealing;

- c. Paragraph 4.4(h) of the Declaration shall be modified to read as follows:
 - (h) All perimeter fencing shall be white vinyl or white or natural pressure treated wood, and shall have a minimum of three rails. All Lots shall have at least 160 feet of fencing installed, prior to occupancy, as part of the home construction.

- d. Paragraph 4.4(j) of the Declaration shall be modified to read as follows:
 - (j) One shop may be constructed on each Lot, provided the shop may not be larger than 3800 square feet, may not have a length exceeding 100 feet, a width exceeding 50 feet, or a height exceeding 28 feet, and shall have a roof and color scheme consistent with the main residence. The shop fascia shall be eight (8) inches in depth to match the main residence, and trim colors shall also be the same as the main residence. Shop siding shall be horizontal. Metal siding shall be allowed, provided the color is consistent with the principal residence. The roof shall overhang at least twelve (12) inches on all sides;

- e. Paragraph 4.4(q) of the Declaration shall be modified to read as follows:
 - (q) All driveways shall be designed and installed with an "on-site" turnaround area. Driveways may be constructed of concrete, asphalt paving, or crushed gravel. If crushed gravel is installed, the border shall be lined with a pressure treated wood or concrete edging. The driveway crossings at the front of the interior Lots where they cross the Equestrian Trail System shall be paved.

- f. Paragraph 6.7 of the Declaration, entitled "Date of Commencement of Assessments; Due Dates," shall be modified to provide that builders or developers who purchase Lots for construction and resale, and not for their own accounts, shall be exempt from Regular Assessments for the first three (3) months of ownership (with Regular Assessments being prorated for any partial months).

- g. Paragraph 6.8 of the Declaration, entitled "Working Capital Fund," shall be deleted.

- h. Paragraph 10 (b-2) of the Architectural Supplement shall be modified to state that the two (2) evergreen trees for the front and side yard, shall be no less than six (6) feet tall, and that the tree to be planted in the fronting swale shall be no less than eight (8) feet tall.

1914809

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF LUKINS & Annis, P.S.

Recorded at the Request of:

LUKINS & ANNIS, P.S.
250 Northwest Blvd.
Suite 102
Coeur d'Alene, Idaho 83814

2004 NOV 23 P 2:45

DANIEL J. ENGLISH DMW

DEPUTY
FEES 16.-

Attention: EDWARD F. WROE

DECLARATION OF ANNEXATION

**PHASE THREE
THE MEADOWS**

KOOTENAI COUNTY, IDAHO

This Declaration of Annexation is made on the date hereinafter set forth, by **JOHN DeVRIES and SIONY DeVRIES, husband and wife** (collectively the "Declarant"), with reference to the following facts:

A. Declarant is the developer of a certain tract of land located in Kootenai County, Idaho, being a residential subdivision development project commonly known as "The Meadows," which development is governed by that certain Declaration of Covenants, Conditions, and Restrictions, recorded November 21, 2002, as Document No. 1765352, Official Records of Kootenai County, Idaho (the "Declaration"), the definitions and terms of which Declaration are incorporated herein by this reference. The Declaration has been supplemented by an additional instrument setting forth more detailed architectural requirements and construction approval procedures, which supplemental instrument was recorded November 27, 2002, as Document No. 1766745, Official Records of Kootenai County, Idaho (the "Architectural Supplement"). Additionally, the Project has been supplemented by the annexation of Phase Two, being property covered by the Plat of The Meadows First Addition.

B. The following property is described in the Declaration as part of the "Potential Annexation Property" for development and inclusion within The meadows (the "Project"), but has not yet been subjected to the Declaration (the "Annexed Property"):

All of THE MEADOWS SECOND ADDITION, according to the Plat thereof recorded Nov 22nd, 2004, in Book J of Plats, at Pages 105, et seq., Records of Kootenai County, Idaho.
4/105A

C. Declarant desires to include the Annexed Property within the Project, and to supplement and amend certain of the provisions in the Declaration and the Supplement, all as provided in this Declaration of Annexation.

NOW, THEREFORE, the Declarant declares as follows:

1. Annexation. Pursuant to the rights reserved to Declarant under Article 15 of the Declaration, the Annexed Property is hereby made subject to the Declaration, and shall for all purposes be a part of The Meadows Project, effective on the date of recordation of this Declaration of Annexation. The Annexed Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the declarations, limitations, covenants, conditions, restrictions, and easements set forth in the Declaration (as supplemented and amended by this Declaration of Annexation), all of which are for the purpose of enhancing and protecting the value and attractiveness of the entire Project. All of the limitations, covenants, conditions, restrictions, and easements set forth in the Declaration (as supplemented and amended by this Declaration of Annexation) shall constitute covenants and encumbrances which shall run with the Annexed Property for the benefit of the entire Project, and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Annexed Property.

2. Grant and Reservation of Easements. Declarant hereby grants to all Owners of Lots in the Annexed Property all rights and easements created for the benefit of the entire Project, which rights and easements are reserved to Declarant in the Declaration. Declarant also hereby reserves from all Owners of Lots in the Annexed Property, and grants to the Owners of Lots in the initial two Phases, all rights and easements which were reserved to Declarant under the Declaration.

3. Association Assessments. Without limiting the generality of the foregoing, Declarant, for each Lot owned within the Annexed Property, hereby covenants, and each Owner of any Lot within the Annexed Property, by acceptance of a deed therefore, is hereby deemed to covenant and agree to pay to The Meadows Association, Inc. (the "Association") regular, extraordinary, and special assessments for Common Area operation and maintenance, capital improvements, unexpected expenses, and default charges, all according to the Declaration.

4. Supplemental Provisions Applicable to the Annexed Property. Pursuant to the rights reserved in the Declaration, the Declarant hereby makes the following supplemental provisions applicable to the Annexed Property:

a. Paragraph 4.4(e) of the Declaration shall be modified to read as follows:

(e) All houses shall have a minimum of one gable and valley, or one hip and valley, incorporated into the roof design, visible from the fronting road, and three different roof ridge elevations.

b. Paragraph 4.4(g) of the Declaration shall be modified to read as follows:

(g) All exterior front entries shall have a roofed area which shall be no less than forty-five (45) square feet excluding overhang areas, for decor and weather protection. The Board or Committee may require bay windows, box windows, dormers, or similar structural protrusions, where necessary to make a house front more architecturally appealing;

c. Paragraph 4.4(h) of the Declaration shall be modified to read as follows:

(h) All perimeter fencing shall be white vinyl or white or natural pressure treated wood, and shall have a minimum of three rails. All Lots shall have at least 160 feet of fencing installed, prior to occupancy, as part of the home construction.

d. Paragraph 4.4(j) of the Declaration shall be modified to read as follows:

(j) One shop may be constructed on each Lot, provided the shop may not be larger than 3800 square feet, may not have a length exceeding 100 feet, a width exceeding 50 feet, or a height exceeding 28 feet, and shall have a roof and color scheme consistent with the main residence. The shop fascia shall be eight (8) inches in depth to match the main residence, and trim colors shall also be the same as the main residence. Shop siding shall be horizontal. Metal siding shall be allowed, provided the color is consistent with the principal residence. The roof shall overhang at least twelve (12) inches on all sides;

e. Paragraph 4.4(q) of the Declaration shall be modified to read as follows:

(q) All driveways shall be designed and installed with an "on-site" turnaround area. Driveways may be constructed of concrete, asphalt paving, or crushed gravel. If crushed gravel is installed, the border shall be lined with a pressure treated wood or concrete edging. The driveway crossings at the front of the interior Lots where they cross the Equestrian Trail System shall be paved.

f. Paragraph 4.6 of the Declaration, entitled "Declarant's Limited right to Repurchase Undeveloped Lots," shall be deleted.

g. Paragraph 6.7 of the Declaration, entitled "Date of Commencement of Assessments; Due Dates," shall be modified to provide that builders or developers who purchase Lots for construction and resale, and not for their own accounts, shall be exempt from Regular Assessments for the first three (3) months of ownership (with Regular Assessments being prorated for any partial months).

h. Paragraph 6.8 of the Declaration, entitled "Working Capital Fund," shall be deleted.

i. Paragraph 10 (b-2) of the Architectural Supplement shall be modified to state that the two (2) evergreen trees for the front and side yard, shall be no less than six (6) feet tall, and that the tree to be planted in the fronting swale shall be no less than eight (8) feet tall.

1914809

The undersigned, being the Declarant herein, has executed this Declaration of Annexation on Nov. 19, 2004.

DECLARANT:

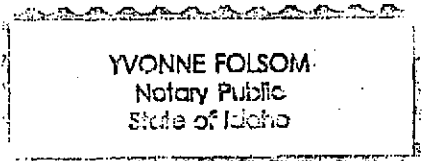
John DeVries
 JOHN DeVRIES

Siony DeVries
 SIONY DeVRIES

STATE OF IDAHO)
 :ss.
 County of Kootenai)

On this 19th day of Nov., 2004, before me, Yvonne Folsom, a Notary Public in and for the state of Idaho, personally appeared JOHN DeVRIES and SIONY DeVRIES, husband and wife, known or identified to me to be the persons who executed the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Yvonne Folsom
 Notary Public for IDAHO
 Residing at 2000 1/2 Ave, Boise, Idaho
 Commission Expires 9/27/05

My Commission Expires On _____
 Signed and attested on _____

CONSENT TO RECORDATION OF DECLARATION OF ANNEXATION

Idaho Independent Bank, being the holder of a Deed of Trust encumbering the Property described as Phase Three of The Meadows, as described in the foregoing Declaration of Annexation, hereby consents to the execution and recording of such Declaration of Annexation and to all the terms and provisions thereof, and further agrees that such Property, and the interest of the undersigned therein, shall be subject and subordinate to the terms and provisions of the Declaration of Annexation and the Project Documents described therein.

DATED: 11/10, 2004.

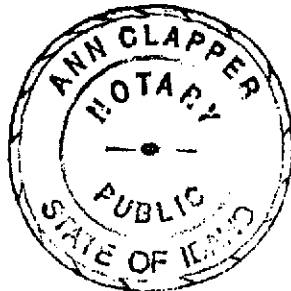
IDAHO INDEPENDENT BANK
an Idaho banking corporation

By: [Signature]

STATE OF IDAHO)
) : ss.
County of Kootenai)

On this 10 day of November, 2004, before me, Ann Clapper, a Notary Public in and for the state of Idaho, personally appeared Craig Burkhardt, known or identified to me to be the vice President of IDAHO INDEPENDENT BANK, the corporation that executed the above instrument and the person who executed such instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Ann Clapper
Notary Public for Idaho
Residing at Spirit Lake
Commission Expires 11-12-08

2015511

Recorded at the Request of:

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
TRIPLE GRACE, INC

LUKINS & ANNIS, P.S.
250 Northwest Blvd.
Suite 102
Coeur d'Alene, Idaho 83814

2006 FEB 24 P 2:25

DANIEL J. ENGLISH *DB*

DEPUTY

FEES 15.00

Attention: EDWARD F. WROE

DECLARATION OF ANNEXATION

**PHASE FOUR
THE MEADOWS**

KOOTENAI COUNTY, IDAHO

This Declaration of Annexation is made on the date hereinafter set forth, by **TRIPLE GRACE, INC**, an Idaho corporation (collectively the "Declarant"), with reference to the following facts:

A. Declarant is the developer of a certain tract of land located in Kootenai County, Idaho, being a residential subdivision development project commonly known as "The Meadows," which development is governed by that certain Declaration of Covenants, Conditions, and Restrictions, recorded November 21, 2002, as Document No. 1765352, Official Records of Kootenai County, Idaho (the "Declaration"), the definitions and terms of which Declaration are incorporated herein by this reference. The Declaration has been supplemented by an additional instrument setting forth more detailed architectural requirements and construction approval procedures, which supplemental instrument was recorded November 27, 2002, as Document No. 1766745, Official Records of Kootenai County, Idaho (the "Architectural Supplement"). Additionally, the Project has been supplemented by the annexation of Phases Two and Three, being property covered by the Plat of The Meadows First and Second Additions, respectively.

B. The following property is described in the Declaration as part of the "Potential Annexation Property" for development and inclusion within The Meadows (the "Project"), but has not yet been subjected to the Declaration (the "Annexed Property"):

All of THE MEADOWS THIRD ADDITION, according to the Plat thereof recorded February 24, 2006, in Book J of Plats, at Pages 314, *et seq.*, Records of Kootenai County, Idaho.

C. Declarant desires to include the Annexed Property within the Project, and to supplement and amend certain of the provisions in the Declaration and the Architectural Supplement as they relate to the Annexed Property, all as provided in this Declaration of Annexation.

2015511

NOW, THEREFORE, the Declarant declares as follows:

1. Annexation. The Annexed Property is hereby made subject to the Declaration and the Architectural Supplement, and shall for all purposes be a part of The Meadows Project, effective on the date of recordation of this Declaration of Annexation. The Annexed Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the declarations, limitations, covenants, conditions, restrictions, and easements set forth in the Declaration and the Architectural Supplement (as further supplemented and amended by this Declaration of Annexation), all of which are for the purpose of enhancing and protecting the value and attractiveness of the entire Project. All of the limitations, covenants, conditions, restrictions, and easements set forth in the Declaration and Architectural Supplement (as further supplemented and amended by this Declaration of Annexation) shall constitute covenants and encumbrances which shall run with the Annexed Property for the benefit of the entire Project, and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Annexed Property.

2. Grant and Reservation of Easements. Declarant hereby grants to all Owners of Lots in the Annexed Property all rights and easements created for the benefit of the entire Project, which rights and easements are reserved to Declarant in the Declaration. Declarant also hereby reserves from all Owners of Lots in the Annexed Property, and grants to the Owners of Lots in the initial three Phases, all rights and easements which were reserved to Declarant under the Declaration.

3. Association Assessments. Without limiting the generality of the foregoing, Declarant, for each Lot owned within the Annexed Property, hereby covenants, and each Owner of any Lot within the Annexed Property, by acceptance of a deed therefore, is hereby deemed to covenant and agree to pay to The Meadows Association, Inc. (the "Association") regular, extraordinary, and special assessments for Common Area operation and maintenance, capital improvements, unexpected expenses, and default charges, all according to the Declaration.

4. Supplemental Provisions Applicable to the Annexed Property. Pursuant to the rights reserved in the Declaration, the Declarant hereby makes the following supplemental provisions applicable to the Annexed Property:

a. Paragraph 4.4(e) of the Declaration shall be modified to read as follows:

(e) All houses shall have a minimum of one gable and valley, or one hip and valley, incorporated into the roof design, visible from the fronting road, and three different roof ridge elevations.

b. Paragraph 4.4(g) of the Declaration shall be modified to read as follows:

(g) All exterior front entries shall have a roofed area which shall be no less than forty-five (45) square feet excluding overhang areas, for decor and weather protection. The Board or Committee may require bay windows, box windows, dormers, or similar structural protrusions, where necessary to make a house front more architecturally appealing;

c. Paragraph 4.4(h) of the Declaration shall be modified to read as follows:

(h) All perimeter fencing shall be white vinyl or white or natural pressure treated wood, and shall have a minimum of three rails. All Lots shall have at least 160 feet of fencing installed, prior to occupancy, as part of the home construction.

d. Paragraph 4.4(j) of the Declaration shall be modified to read as follows:

(j) One shop may be constructed on each Lot, provided the shop may not be larger than 3800 square feet, may not have a length exceeding 100 feet, a width exceeding 50 feet, or a height exceeding 28 feet, and shall have a roof and color scheme consistent with the main residence. The shop fascia shall be eight (8) inches in depth to match the main residence, and trim colors shall also be the same as the main residence. Shop siding shall be horizontal. Metal siding shall be allowed, provided the color is consistent with the principal residence. The roof shall overhang at least twelve (12) inches on all sides;

e. Paragraph 4.4(q) of the Declaration shall be modified to read as follows:

(q) All driveways shall be designed and installed with an "on-site" turnaround area. Driveways may be constructed of concrete, asphalt paving, or crushed gravel. If crushed gravel is installed, the border shall be lined with a pressure treated wood or concrete edging. The driveway crossings at the front of the interior Lots where they cross the Equestrian Trail System shall be paved.

f. Paragraph 4.6 of the Declaration, entitled "Declarant's Limited Right to Repurchase Undeveloped Lots," shall be deleted.

g. Paragraph 6.7 of the Declaration, entitled "Date of Commencement of Assessments; Due Dates," shall be modified to provide that builders or developers who purchase Lots for construction and resale, and not for their own accounts, shall be exempt from Regular Assessments for the first three (3) months of ownership (with Regular Assessments being prorated for any partial months).

h. Paragraph 6.8 of the Declaration, entitled "Working Capital Fund," shall be deleted.

i. Paragraph 10 (b-2) of the Architectural Supplement shall be modified to state that the two (2) evergreen trees for the front and side yard, shall be no less than six (6) feet tall, and that the tree to be planted in the fronting swale shall be no less than eight (8) feet tall.

2015511

The undersigned, being the Declarant herein, has executed this Declaration of Annexation on February 7, 2006.

DECLARANT:

TRIPLE GRACE, INC., an Idaho corporation

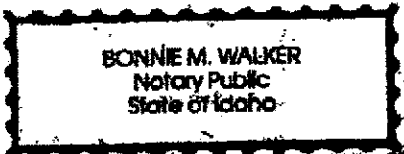
By: *John DeVries*
JOHN DeVRIES, President

STATE OF IDAHO)
) :ss
County of Kootenai)

On this 7 day of February, 2006, before me, *Bonnie M. Walker*, a Notary Public in and for the State of Idaho, personally appeared JOHN DEVRIES, known or identified to me to be the President of TRIPLE GRACE, INC., the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Bonnie M. Walker
Notary Public for Idaho
Residing at *Post Falls*
Commission expires *March 7, 2009*



2015511

CERTIFICATION OF ANNEXATION APPROVAL

**PHASE FOUR OF THE MEADOWS
(The Third Addition to The Meadows Subdivision)**

The undersigned, Gary Hayes, hereby certifies as follows:

1. That he is the President of The Meadows Association, Inc. (the "Association"), which is the non-profit Idaho corporation charged with the management and administration of the subdivision located in Kootenai County, Idaho, known as "The Meadows," as described in the Declaration of Annexation to which this Certification is attached.

2. That the membership of the Association has approved the annexation of Phase Four of the Meadows (legally known as the Meadows Third Addition), as described in the foregoing Declaration of Annexation, by the vote of more than 51% of the total voting power of the membership of the Association, as required under Article 15.3 of the Declaration of Covenants, Conditions, and Restrictions.

Dated: February 7, 2006

Gary Hayes

GARY HAYES

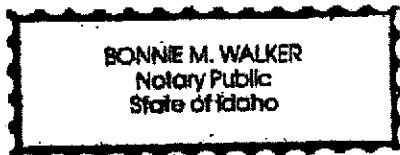
STATE OF IDAHO)
 :SS
County of Kootenai)

On this 7 day of February, 2006, before me, Bonnie M. Walker, a Notary Public in and for the State of Idaho, personally appeared GARY HAYES, known or identified to me to be the person who executed the foregoing instrument, and acknowledged to me that such he executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Bonnie M. Walker

Notary Public for Idaho
Residing at Post Falls
Commission expires March 7, 2009



Recorded at the Request of:

LUKINS & ANNIS, P.S.
250 Northwest Blvd.
Suite 102
Coeur d'Alene, Idaho 83814

Attention: EDWARD F. WROE

DECLARATION OF ANNEXATION

**PHASE FIVE
THE MEADOWS**

KOOTENAI COUNTY, IDAHO

This Declaration of Annexation is made on the date hereinafter set forth, by **TRIPLE GRACE, INC, an Idaho corporation** (collectively the "Declarant"), with reference to the following facts:

A. Declarant is the developer of a certain tract of land located in Kootenai County, Idaho, being a residential subdivision development project commonly known as "The Meadows," which development is governed by that certain Declaration of Covenants, Conditions, and Restrictions, recorded November 21, 2002, as Document No. 1765352, Official Records of Kootenai County, Idaho (the "Declaration"), the definitions and terms of which Declaration are incorporated herein by this reference. The Declaration has been supplemented by an additional instrument setting forth more detailed architectural requirements and construction approval procedures, which supplemental instrument was recorded November 27, 2002, as Document No. 1766745, Official Records of Kootenai County, Idaho (the "Architectural Supplement"). Additionally, the Project has been supplemented by the annexation of Phases Two, Three, and Four, being property covered by the Plat of The Meadows First, Second, and Third Additions, respectively.

B. The following property is described in the Declaration as part of the "Potential Annexation Property" for development and inclusion within The Meadows (the "Project"), but has not yet been subjected to the Declaration (the "Annexed Property"):

All of THE MEADOWS FOURTH ADDITION, according to the Plat thereof recorded December 13, 2006, in Book J of Plats, at Pages 417, *et seq.*, Records of Kootenai County, Idaho.

C. Declarant desires to include the Annexed Property within the Project, and to supplement and amend certain of the provisions in the Declaration and the Architectural Supplement as they relate to the Annexed Property, all as provided in this Declaration of Annexation.

NOW, THEREFORE, the Declarant declares as follows:

1. Annexation. The Annexed Property is hereby made subject to the Declaration and the Architectural Supplement, and shall for all purposes be a part of The Meadows Project, effective on the date of recordation of this Declaration of Annexation. The Annexed Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the declarations, limitations, covenants, conditions, restrictions, and easements set forth in the Declaration and the Architectural Supplement (as further supplemented and amended by this Declaration of Annexation), all of which are for the purpose of enhancing and protecting the value and attractiveness of the entire Project. All of the limitations, covenants, conditions, restrictions, and easements set forth in the Declaration and Architectural Supplement (as further supplemented and amended by this Declaration of Annexation) shall constitute covenants and encumbrances which shall run with the Annexed Property for the benefit of the entire Project, and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Annexed Property.

2. Grant and Reservation of Easements. Declarant hereby grants to all Owners of Lots in the Annexed Property all rights and easements created for the benefit of the entire Project, which rights and easements are reserved to Declarant in the Declaration. Declarant also hereby reserves from all Owners of Lots in the Annexed Property, and grants to the Owners of Lots in the initial three Phases, all rights and easements which were reserved to Declarant under the Declaration.

3. Association Assessments. Without limiting the generality of the foregoing, Declarant, for each Lot owned within the Annexed Property, hereby covenants, and each Owner of any Lot within the Annexed Property, by acceptance of a deed therefore, is hereby deemed to covenant and agree to pay to The Meadows Association, Inc. (the "Association") regular, extraordinary, and special assessments for Common Area operation and maintenance, capital improvements, unexpected expenses, and default charges, all according to the Declaration.

4. Supplemental Provisions Applicable to the Annexed Property. Pursuant to the rights reserved in the Declaration, the Declarant hereby makes the following supplemental provisions applicable to the Annexed Property:

- a. Paragraph 4.4(e) of the Declaration shall be modified to read as follows:
 - (e) All houses shall have a minimum of one gable and valley, or one hip and valley, incorporated into the roof design, visible from the fronting road, and three different roof ridge elevations.
- b. Paragraph 4.4(g) of the Declaration shall be modified to read as follows:
 - (g) All exterior front entries shall have a roofed area which shall be no less than forty-five (45) square feet excluding overhang areas, for decor and weather protection. The Board or Committee may require bay windows, box windows, dormers, or similar structural protrusions, where necessary to make a house front more architecturally appealing;

- c. Paragraph 4.4(h) of the Declaration shall be modified to read as follows:
- (h) All perimeter fencing shall be white vinyl or white or natural pressure treated wood, and shall have a minimum of three rails. All Lots shall have at least 160 feet of fencing installed, prior to occupancy, as part of the home construction.
- d. Paragraph 4.4(j) of the Declaration shall be modified to read as follows:
- (j) One shop may be constructed on each Lot, provided the shop may not be larger than 3800 square feet, may not have a length exceeding 100 feet, a width exceeding 50 feet, or a height exceeding 28 feet, and shall have a roof and color scheme consistent with the main residence. The shop fascia shall be eight (8) inches in depth to match the main residence, and trim colors shall also be the same as the main residence. Shop siding shall be horizontal. Metal siding shall be allowed, provided the color is consistent with the principal residence. The roof shall overhang at least twelve (12) inches on all sides;
- e. Paragraph 4.4(q) of the Declaration shall be modified to read as follows:
- (q) All driveways shall be designed and installed with an "on-site" turnaround area. Driveways may be constructed of concrete, asphalt paving, or crushed gravel. If crushed gravel is installed, the border shall be lined with a pressure treated wood or concrete edging. The driveway crossings at the front of the interior Lots where they cross the Equestrian Trail System shall be paved.
- f. Paragraph 4.6 of the Declaration, entitled "Declarant's Limited Right to Repurchase Undeveloped Lots," shall be deleted.
- g. Paragraph 6.7 of the Declaration, entitled "Date of Commencement of Assessments; Due Dates," shall be modified to provide that builders or developers who purchase Lots for construction and resale, and not for their own accounts, shall be exempt from Regular Assessments for the first three (3) months of ownership (with Regular Assessments being prorated for any partial months).
- h. Paragraph 6.8 of the Declaration, entitled "Working Capital Fund," shall be deleted.
- i. Paragraph 10 (b-2) of the Architectural Supplement shall be modified to state that the two (2) evergreen trees for the front and side yard, shall be no less than six (6) feet tall, and that the tree to be planted in the fronting swale shall be no less than eight (8) feet tall.