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253 S. Main St. Box 604, Driggs ID 83422
57 S Main St. # 210 Victor, ID 83455



179189

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AUG 03 2006

TETON CO., ID
CLERK RECORDER

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

RENDEZVOUS MEADOWS

Victor, Idaho

Instrument # 179189

DRIGGS, TETON, IDAHO

2006-08-03 12:49:00 No. of Pages: 15

Recorded for : A W ENGINEERING

NOLAN G. BOYLE

Ex-Officio Recorder Deputy

Index to: DECLARATION OF COVENANTS



This declaration is made and executed this 13 day of July, 2006, by Rendezvous Partners, LLC, an Idaho limited liability company, hereinafter referred to as "Declarant," to become effective on the date of recordation in the Office of the Clerk and Recorder of Teton County, Idaho. It shall continue and remain in full force and effect at all times against the Property and the owners and purchasers of any portion thereof.

RECITALS/DECLARATION

Declarant is the owner of certain real property located in the Town of Victor, Teton County, Idaho, more particularly described as:

Portion of W 1/2, NE 1/4, NE 1/4 of Section 11, Township 3 North, Range 45 East, Boise Meridian, Teton County, Idaho, consisting of 8.06 acres and commonly known as the North parcel of Alpine Meadows, Victor, Idaho.

This property is further described as: from the NE corner of said Section 11, thence S89°47'33"W, 727.09 feet along the Northern section line of said Section 11 to the TRUE POINT OF BEGINNING; thence S00°24'17"E, 598.97 feet to a point; thence West 581.82 feet to a point; thence N00°31'25"E, 596.91 feet to a point; thence N89°47'33"E, 572.14 feet along the Northern Section line of said Section 11 to the TRUE POINT OF BEGINNING.

Subject to a 60-foot Town/County road and utility easement along the Northern boundary.

Subject to a 60-foot road and utility easement over and across the Easterly portion of the above-described property as shown in the Final Plat Alpine Meadows Victor Subdivision recorded October 15, 2003 as Instrument No. 157895.

When used hereinafter, the terms "RENDEZVOUS MEADOWS" and/or "Property" will mean all that property described immediately above.

This Original Declaration is executed to establish and maintain the highest possible quality and value; to enhance and protect its value, desirability and attractiveness; and to provide a pleasant environment for any person acquiring title to part of such Property.

It hereby establishes and sets forth for the mutual benefit of Declarant and present and future Owners of the Property and each Lot, protective provisions, covenants, restrictions, agreements, charges, liens, and other matters herein (collectively referred to herein as the "Restrictions"), which are binding upon the Property and each Lot and which are expressly and exclusively for the use and benefit of the Property and of each Lot and of each and every person or entity who now or in the future is an Owner of the Property and/or each Lot. This Declaration further establishes the Rendezvous Meadows Owners' Association (the "Association") as further described in Article III to perform certain obligations with respect to the Property as defined in this Declaration.

RIGHT TO FARM ACT - IDAHO CODE CHAPTER 45, SECTIONS 22-4501 THROUGH 22-4504:

IT IS THE INTENT OF THE LEGISLATURE TO REDUCE THE LOSS TO THE STATE OF ITS AGRICULTURAL RESOURCES BY LIMITING THE CIRCUMSTANCES UNDER WHICH AGRICULTURAL OPERATIONS MAY BE DEEMED TO BE A NUISANCE. THE LEGISLATURE

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ALSO FINDS THAT THE RIGHT TO FARM IS A NATURAL RIGHT AND IS RECOGNIZED AS A PERMITTED USE THROUGHOUT THE STATE OF IDAHO. "AGRICULTURAL OPERATION" INCLUDES, WITHOUT LIMITATION, ANY FACILITY FOR THE GROWING, RAISING OR PRODUCTION OF AGRICULTURAL, HORTICULTURAL AND VITICULTURAL CROPS AND VEGETABLE PRODUCTS OF THE SOIL, POULTRY AND POULTRY PRODUCTS, LIVESTOCK, FIELD GRAINS, SEEDS, HAY, APIARY AND DAIRY PRODUCTS, AND THE PRODUCING FOR COMMERCIAL PURPOSES OF LIVESTOCK OR AGRICULTURAL COMMODITIES. NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT

In order to provide for the orderly development and controlled use of the Property and the residential Lots created in the subdivision of the Property, and to provide for the maintenance, repair, replacement, and management of the common area for the benefit of present and future Owners, and to protect the value and desirability of the Property as a residential real estate project, in a manner consistent with the Applicable Teton County Comprehensive Plan, Land Use Regulations, and the provision of the Town of Victor Development Ordinances and Requirements of Approval of the Town of Victor, Idaho, Declarant adopts the following covenants.

Declarant hereby declares that the Property and each and every Lot thereof shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, and improved subject to the following limitations, restrictions, covenants and conditions, all of which are established and agreed upon for the purpose of enhancing and protecting the value and attractiveness of the Property. All of the covenants, conditions and restrictions shall run with the Property, and shall be binding upon all parties having or acquiring any right, title or interest in the Property, or any part thereof, and shall be for the benefit of each Owner of any portion of the Property, or any interest therein, and shall inure to the benefit of and be binding upon said successors in interest of the Owners thereof.

ARTICLE I DEFINITIONS

Section 1.1. "Association" means Rendezvous Meadows Owners' Association, an Idaho non-profit corporation, consisting of all Owners of the Lots, including Declarant as long as any Lot remains unsold.

Section 1.2. "Lot" or "Lots" shall mean and refer to each of the residential Lots in Rendezvous Meadows, shown on the subdivision map (or portion thereof) included in the Property.

Section 1.3. "Common Area" shall mean the common area so designated on the Plat, if any, such as the mailbox, lighting around the mailbox, irrigation systems, fencing, and other common property easements or facilities serving the Lots which shall be located mainly within the common area as described on the Plat, and which shall be operated and maintained.

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Section 1.4. "Plat" means the Final Plat for Rendezvous Meadows recorded with the Teton County Clerk.

Section 1.5. "Owner" means and refers not only to Declarant, as present owner of the Property and to those hereafter acquiring title to any Lot in fee simple, but also to all persons who may be or become entitled to purchase any Lot under contracts of sale, and all persons having at any time hereafter a possessory interest in any Lot as tenants or otherwise, and their heirs, successors and assigns. "Owner" excludes mortgagees, holders of a deed of trust, lien holders, or others having an interest merely as security for the performance of an obligation.

Section 1.6. "Mortgage" means a mortgage, deed of trust or other security instrument encumbering title of a Lot.

Section 1.7. "Mortgagee" or "Beneficiary" means the holder of a mortgage or trust deed to all or any part of a Lot.

Section 1.8. "Board of Directors" or "Board" means the Board of Directors of the Association, which is the management body of the Association.

Section 1.9. "Articles" means the Articles of Incorporation of the Association.

Section 1.10. "Bylaws" means the Bylaws of the Association.

Section 1.11. "Members" shall mean the Owners.

Section 1.12. "Declaration" shall mean these Covenants, Conditions and Restrictions.

Section 1.13. "Declarant" shall mean Rendezvous Partners, LLC, an Idaho limited liability company, and its successors as developer of the Property.

ARTICLE III

RENDEZVOUS MEADOWS OWNERS' ASSOCIATION

Section 3.1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot, and ownership of a Lot shall be the sole qualification for membership. Each residential Lot ownership shall constitute one Member.

Section 3.2. Legal Status. The Owners, individually or as a group, do not constitute the Association, and the sole legal entity created hereunder is the Association as defined herein. The name of the Association shall be the name in which contracts shall be entered into, title to Property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened, and suit shall be brought and defended by the Association or officer thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the charter, the Bylaws, or by applicable law.

Section 3.3. Voting. Voting by Members of the Association upon any matter allowing or requiring a vote of the Members shall be as follows: There shall be one (1) vote allowed for each Lot. When more than one person holds an interest in any parcel of land, all such persons shall be members, but will be entitled to cast one vote per lot owned. The vote for such parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any given parcel.

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(a) Provided, however, for the express purpose of granting Declarant control of the Association until 15 of the Lots are sold, Declarant shall have five (5) votes for each separate Lot that Declarant owns and shall be entitled to cast such votes at any meeting with the same force and effect as if each vote constituted a separate Lot Owner. This Declarant control provision shall terminate thirty (30) days after closing on the sale by Declarant of the 15th Lot. For the purpose of this section (Declarant control), only conveyance by Declarant by a contract for deed or land sale contract shall be deemed to be an immediate sale.

Section 3.4. Meetings of the Association.

(a) There shall be a regular meeting of the Association every year on a date and time and at a location in Teton County, Idaho as shall be designated by the Board, unless the Board decides to change that schedule. The Board shall give the Members written notice of each meeting not less than thirty (30) days prior to the date of such meeting. At each meeting of the Association, the members shall elect directors to fill any expiring or vacant positions and shall conduct such other business as determined by the Members.

(b) Special meetings of the Members may be called by the Board, or by the written request of not less than twenty-five percent (25%) of the Owners. The business to be conducted at a special meeting of the Members shall be specified in the notice of the special meeting, which shall be given not less than thirty (30) days prior to the date of such meeting.

(c) At any regular or special meeting of the Members, the presence in person or by proxy of a majority of the Owners shall constitute a quorum. In the event that a quorum is not present, the meeting may be adjourned by the chairman presiding at the meeting, and at any reconvened meeting after not less than fifteen (15) days written notice has been given, thirty-five percent (35%) or more of the Owners present in person or by proxy shall constitute a quorum.

(d) At any regular or special meeting of the Members, Owners may vote in person or by proxy executed in writing by the Owner or a duly authorized attorney in fact. Proxies shall be filed with the secretary of the Board before or at the time of the meeting.

(e) For the purpose of this Section 3.4, each of Declarant's votes shall be deemed to be a separate "Owner."

Section 3.5. The Board of Directors. The administration of the Common Area and business of the Association shall be conducted by the Board of Directors, consisting of three (3) members, or such other number as may be determined by the Members, who shall not be required to be Owners and shall not be required to be residents of the State of Idaho. The initial Board of Directors shall be appointed by the Declarant, and succeeding Directors shall be appointed by the Board to fill vacancies (until the next regular meeting of Members) and otherwise elected by the Members as set forth herein and in the Bylaws of the Owners' Association. The Board of Directors shall be elected by the vote of the general membership of the Owners' Association. The terms of Board members, and the right to remove and replace Board members, and the right to fill vacancies shall be set forth in the articles and Bylaws of the Owners' Association. The Board shall have full power and authority to manage the business and affairs of the Association, as more fully set forth in the Articles of Incorporation and Bylaws of the Association, and to enforce the provisions of this Declaration. In the event of conflict between the provisions of the Articles or Bylaws and the provisions of this Declaration, the terms hereof shall control. Without limiting the foregoing, the Board shall have the authority to:

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- (a) Enforce the provisions of this Declaration.
- (b) Engage the services of managers, accountants, attorneys, or other employees or agents, and to pay said persons a reasonable compensation for their services.
- (c) Operate, maintain, repair and improve the Common Area, and any improvements thereon, including entering into agreements for the use and maintenance of the Common Area.
- (d) Determine and pay Common Expenses of the Association.
- (e) Assess and collect the proportionate share of Common Expenses and other applicable expenses from the Owners.
- (f) Enter into contracts, leases and other agreements and to authorize the execution and delivery thereof by the appropriate officers.
- (g) Open bank accounts on behalf of the Association and to designate signatories thereof.
- (h) Obtain insurance for the Association with respect to the Common Area, and for the Association's directors, officers and employees.
- (i) Keep and maintain books and accounts for the Association, which shall be available to Owners for inspection on a reasonable basis.
- (j) Do all other acts necessary for the administration, operation and maintenance of the Common Area of the Property and portions of the Owners' Lots as provided in this Declaration.
- (k) Adopt guidelines to carry out the purpose and intent of these covenants, to provide for landscaping for the Common Area, to provide for maintenance of exteriors of structures, to protect the property values of Lot Owners, and to insure that incompatible development does not occur.
- (l) Appoint a Site Committee that shall be empowered, subject to the Board's control, to establish rules, regulations and restrictions, and within narrow constraints for good cause shown, grant variances therefrom.
- (m) Hear appeals from decisions of the Site Committee.

Section 3.6. Meetings of the Board.

- (a) There shall be an annual meeting of the Board on a date and time and at a location in Teton County, Idaho, as shall be designated by the Chairman. The Chairman shall give written notice of each regular meeting to all Owners not less than forty-five (45) days prior to the date of such meeting. At each annual meeting of the Board, the Members shall elect officers to fill any expiring or vacant positions, and shall conduct such other business as determined by the members of the Board.
- (b) Special meetings of the Board may be called by the Chairman and shall be called by the Chairman upon the written request of two (2) or more members of the Board. The business to be conducted at a special meeting of the Board shall be specified in the notice of the special meeting, which notice shall be given to all Owners not less than thirty (30) days prior to the date of such meeting.

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(c) At any annual or special meeting of the Board, the presence in person of a majority of the members of the Board shall constitute a quorum. In the event that a quorum is present, the decision of a majority of the entire Board shall be binding on the Board.

(d) Any member of the Board may waive notice in writing of any meeting of the Board, and such waiver shall be equivalent to the giving of notice to such Member. If all members of the Board are present in person at a meeting, no notice shall be required and any proper business of the Board may be conducted at such meeting.

(e) The Board may act without a meeting as provided in the provisions of the Idaho Nonprofit Corporation Act.

Section 3.7. Officers. The Board shall elect officers, including a Chairman, Secretary and Treasurer. Officers shall be elected at the annual meeting of the Board and shall serve a term of one (1) year. Officers may serve more than one (1) year in an office. The Board may appoint such assistant officers as the Board may deem necessary or appropriate. No officer shall receive compensation for serving as such, but may be reimbursed for expenses incurred.

Section 3.8. Management of Association and Property. The management and maintenance of the Property and the business shall be managed by the Association through its Members as provided in this Declaration and its articles and Bylaws. All agreements and determinations with respect to the Property lawfully made or entered into by the Association shall be binding upon all of the Owners and their successors and assigns.

Section 3.9. Limited Liability of Association. Members of the Association and its Board, officers, assistant officers, agents and employees acting in good faith on behalf of the Association:

- (a) Shall not be liable to an Owner as a result of their activities for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;
- (b) Shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such;
- (c) Shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith;
- (d) Shall have no personal liability arising out of the use, maintenance or condition of the Property, which might in any way be assessed against or imputed to them for any act or omission in their capacity as a Member, Board member, officer or employee of the Association.

ARTICLE IV

OWNERSHIP OF THE COMMON AREA

The Association, as a separate entity, shall own the Common Area as defined herein or shown on the Plat, and any improvements located thereon. It is expressly understood that the applicable provisions of this Declaration set forth elsewhere herein shall govern the ownership and management of the Common Area and improvements thereon.

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ARTICLE V ASSESSMENTS

The making and collection of assessments of any nature from Owners for their share of common expenses (determined pursuant to this Article and the other applicable provisions of this Declaration) shall be carried out by the Board in accordance with the following provisions:

Section 5.1. Shares of Common Expenses. Each Owner of a Lot shall be responsible for an equal proportionate share of all general common expenses. "General Common Expenses" include the following services obtained or provided by the Association: Common area landscaping, sprinkler systems, common lighting, mailbox and mailbox area, installation and maintenance of Common Area facilities, fencing, and other areas approved by the Board, and the cost of administration of the Property (including accounting, legal, equipment, insurance, personnel and overhead expenses), and the cost of liability insurance covering the Association and its directors, officers and employees.

Section 5.2. Payment of Assessments; Lien Created. Assessments not paid on or before fifteen (15) days after the date due shall bear interest at the rate of eighteen percent (18%) per annum. The Board may also impose a late charge of up to five percent (5%) of any amount remaining unpaid for fifteen (15) days or more. All payments on account shall be first applied to interest or other charges and then to the assessment payments in the order of when due (that is, the oldest unpaid amounts shall be paid first). All annual and special assessments, together with interest, reasonable attorneys' fees, and all costs and expenses incurred by the Board incident to the collection of such assessments shall be a charge upon the Lot involved and shall be a continuing lien upon the Lot (including all improvements thereon) for which the assessment was made, as well as the personal obligation of each Owner, jointly and severally, who had any interest of record in or to such Lot at the time the assessment became due or any time thereafter. It is expressly understood and agreed that fines for any violations of this Declaration or the rules and regulations of the Board may be assessed against a Lot and against an Owner, for violations by the Owner or by tenants or invitees. The assessment liens shall run with the land and shall constitute personal obligations of the Owners of each Lot. Upon payment in full of a delinquent Assessment, including any additional charges, or the satisfaction thereof, the Board shall cause to be recorded, in the same manner as the Notice of Delinquent Assessment, a further certificate stating the satisfaction thereof and the release of the lien.

Section 5.3. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property, and for the establishment, improvements and maintenance of facilities enhancing the use and enjoyment of the common area and the homes situated upon the Property, including but not limited to maintenance of roads on easements owned by the Association and the cost of labor, equipment, materials, management and supervision, road maintenance and utility line maintenance, common landscape buffers, Association employees' wages, mailing costs and other related expenses incurred on behalf of the Association.

Section 5.4. Maximum Annual Assessment. Until January 1, 2007, the maximum annual assessment shall be \$150.00 per Lot. From and after January 1, 2008, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership; and, after January 1, 2008, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the membership who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at any amount not in excess of the maximum. The Association shall prepare an annual

budget estimate for common services and administration of the Association and shall fix the amount of the annual assessment based upon that estimate. Such annual budget shall be prepared and approved by the Association at least thirty (30) days in advance of each annual assessment period. Note that snow removal shall be an additional variable expense that shall be billed monthly during months when such removal is necessary.

Section 5.5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.6. Road Maintenance. It is the intent of the Declarant to construct the roads as required by the City of Victor, Idaho and then turn them over to become City property as soon as the project receives acceptance of all infrastructure to Victor City specifications.

This section may not be changed by the Association or the Declarant without the express written consent of the City of Victor, Idaho.

Section 5.7. Notice and Quorum for Any Action Authorized Under Sections 5.4 and 5.5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.4 or 5.5 shall be sent to all Members not less than thirty (30) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 5.9. Date of Commencement of Annual Assessments; due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of ownership of purchaser of said Lot. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 5.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be governed according to the law of the State of Idaho. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or lien foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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ARTICLE VI
ARCHITECTURAL STANDARDS

Section 6.1. Time for Completion of Construction. Any structure erected must at least have the exterior construction completed within eighteen (18) months of commencement of construction.

Section 6.2. Time for Completion of Landscaping. Owners must landscape their front yard within eighteen (20) months of commencement of construction of the home on their Lot. Said landscaping could be exercising or establishment of, at a minimum, a grass yard.

ARTICLE VII
GENERAL DESIGN STANDARDS

The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all improvements and site preparation upon each Lot and shall be reflected in the Site Committee rules. No structure which fails to meet the following minimum standards shall be erected, placed or allowed to remain on any Lot, and the Site Committee shall have no power to approve any structure failing to at least meet these minimum standards:

Section 7.1. Design Character. The desire of the Declarant is that the design of the houses shall be consistent with that of "Ranch Style" homes. Two-story homes are allowed. No geodesic domes, manufactured homes, mobile homes, underground or berm homes shall be permitted. Minimum square footage on a main home is 1,000 square feet of living area.

- (a) All improvements shall be of a new construction. Pre-built, component or modular construction shall be permitted.
- (b) All buildings shall require a City of Victor building permit and inspection, and be in compliance with the Victor Development Ordinances.
- (c) Exterior materials shall be new materials, except for architectural detailing, which may utilize used materials. Acceptable materials shall be wood, log, masonite, metal, redwood, or cedar siding, log, stucco with wood accents, or natural wood paneling.
- (d) Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clear non-glossy preservatives. All exposed metals shall have a dull covered finish, or shall be flat color anodized or painted.
- (e) Exterior colors shall be subdued tones i.e., NO pinks, lime greens, yellows, etc.

Section 7.2. Building Design.

- (a) Roofs shall have a minimum pitch of four (4) feet in twelve (12) feet and an overhang of twenty-four (24) inches. Solar collectors shall not be considered to be roofs.
- (b) Exposed foundations of concrete or masonry construction shall not have an exposed surface that exceeds a height of twenty-four (24) inches above finished grade. All concrete that extends twenty-four (24) inches or more above ground will be painted a blending color with its natural surroundings or covered with compatible stone.

(c) Solar collectors shall be permitted. Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on a structure in a manner which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence, garage, carport or accessory building and shall not be freestanding.

(d) Television, radio, and other antennas or satellite receivers are to be located so as to be inconspicuous. The Board shall have the right to adopt and to modify specifications and requirements for antennas or satellite receivers installed on the outside of permitted structures. No ham radio operator antennas shall be permitted.

(e) Downward directed, low wattage, dark sky exterior lighting is required for Rendezvous Meadows subdivision.

Section 7.3. Exterior Maintenance.

(a) Each Owner shall provide exterior maintenance upon his Lot and any structures thereon, including painting and repairing the structure(s); maintaining the grounds to preclude weeds, underbrush and other unsightly growth; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds. In providing such exterior maintenance, the Owner shall utilize color and landscaping schemes that are harmonious with the surrounding area and consistent with generally accepted concepts for desirable residential developments and in accordance with these covenants.

(b) Upon completion of construction of the first house in Rendezvous Meadows subdivision, each Owner becomes responsible for keeping all noxious weeds on their lot(s), and the city easement in front of their lot, kept under control at all times at the expense of the Owner, and lots should not be left in an uncared-for condition. In the event that a lot owner fails to comply with weed control, either the Owners or the Rendezvous Meadows Owners' Association, whichever is applicable, shall commence to eliminate the weeds from the infested lot. A \$300.00 penalty will be assessed to the lot and a lien recorded in the office of the Clerk of Teton County, Idaho to collect the penalty and the cost of the weed eradication if the owner does not reimburse said weed control costs.

Section 7.4. Grading and Drainage. Finish grading on all building sites shall assure drainage of surface water from the buildings and avoid concentrating runoff onto adjacent Lots. For a distance of ten (10) feet, a minimum fall of six (6) inches in ten (10) feet shall be provided at the perimeter of all buildings which have nonimpervious surfaces and one (1) inch in ten (10) feet for impervious surfaces. The entire site shall have positive drainage to rights-of-ways and shall utilize natural draws to facilitate drainage, as required.

Section 7.5. Fencing. It is the intent of Rendezvous Meadows to not have any fences in the front yards of houses. No fences shall be allowed within 40 feet of the lot line adjoining Rendezvous Way, Alpine Way, or Alpine Trail.

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ARTICLE VIII

PURPOSE OF THE DECLARATION AND PROTECTIVE COVENANTS

Section 8.1. General Purpose. The general purpose of this Declaration is to provide for the maintenance, administration and control of the Property as a first-class residential development and a uniform plan for development of the Property. Each Owner shall use or occupy his Lot in a manner consistent with all applicable District rulings, Town of Victor ordinances, and these covenants.

Section 8.2. Use as Residences Only. No structure shall be erected, altered, placed or permitted to remain on any Lot other than a dwelling required for a single family and its guests, and structures associated with such a dwelling providing for the exclusive use of a single family; provided, however, that:

- (a) No Lot or any building or improvement erected thereon, shall be used for commercial business. Home-based businesses that do not generate traffic, visitors, or provide personal services are allowable.
- (b) No basement or structure on any Lot may be used for dwelling purposes until its area, as defined by the foundation, has been completed and enclosed according to plan and has been substantially completed, and sanitary facilities and utilities permanently installed. No tent, shack or other outbuilding erected on a Lot shall at any time be used as a residence, either temporarily or permanently.
- (c) No livestock, wildlife, poultry, or other commercial animals shall be kept on said Lots except domestic pets.

Section 8.3. Use of Parking Facilities and Roadways; Storage. The Association, by a vote of one-half (50%) of the Owners, shall have full power and authority to issue reasonable regulations for the outdoor parking and storage of cars, motor homes, recreational vehicles, boats, bicycles, motor bikes, motorcycles, all terrain vehicles, trailers, and other similar vehicles and equipment.

Section 8.4. Certain Additional Restrictions. The following additional restrictions are applicable to Lots. Each reference to "Owners" includes their tenants and invitees.

- (a) All Owners shall keep their Lots in a reasonably clean, safe, sightly and tidy condition, except for reasonable activities permitted by the Site Committee during the construction of an authorized improvement.
- (b) Refuse and trash shall be kept at all times in a covered container. No trash, debris, organic or inorganic wastes shall be permitted to accumulate on any Lot or in any road adjacent thereto, but shall be promptly and efficiently disposed of, and no vacant or other Lot shall be used as a dump ground or burial pit. Outside incinerators shall not be permitted.
- (c) The collection and disposal of such garbage and trash shall be in strict compliance with such rules as may be adopted by the Association, which may provide for common collection points. The cost of garbage and trash collection shall be in accordance with the billing of the collector, paid directly to the collector by each Owner.
- (d) No noxious or offensive activities shall be carried on, nor shall anything be done on any Lot or Common Area, which may be or become an annoyance or nuisance to the neighborhood. No

unreasonably loud or annoying noises, or noxious or offensive odors, shall be permitted from any Lot. No light that is unreasonably bright or causes unreasonable glare for any adjacent Owner shall be emitted or reflected from any Lot. Complaints shall be forwarded to the Association. The Board of Directors shall hear complaints, and their decision shall be final.

(e) No signs, billboards, posters, or other advertising devices of any kind or character shall be erected or displayed upon any Lot, except promotional signs for Rendezvous Meadows, "for sale" signs, political signs (within eight weeks of an election), and signs of an approved type and size displayed to identify the occupants of a dwelling, without prior written consent of the Board. Said restrictions shall not apply to the Declarant during the construction or sales period, or to traffic signs, Lot designations, project designations, or similar signs displayed by the Board or the Declarant.

(f) Neither hunting nor the discharge of any rifle, shotgun, pistol, or other firearm shall be permitted at any time on any Lot or Common Area.

(g) Fireworks shall not be permitted on any Lot or Common Area unless the Board gives prior approval therefore in writing.

(h) The roads on the Property are dedicated as public roads. Bushes and shrubs shall be cleared, and large trees shall be limbed within the road and highway rights-of-way to improve sight distance, with related costs being common general expenses.

(i) Under no circumstances shall non-operative equipment, cars, motorcycles, snowmobiles, or any other motorized vehicles be permitted to remain on any Lot for more than thirty (30) days.

Section 8.5. Agricultural Water Rights. There are certain agricultural water rights appurtenant to Rendezvous Meadows. Proper distribution and use of the Rendezvous Meadows water rights in the future is critical to full use and enjoyment of the Rendezvous Meadows Lots. The Association will enact Bylaws which will control distribution and use of the Rendezvous Meadows water rights and other rights, limit and restrict use of the Rendezvous Meadows Lots to protect and preserve the Rendezvous Meadows water rights and other rights, and assess Owners of Rendezvous Meadows Lots for all costs, fees and expenses relating to administration, protection, use and maintenance of the Rendezvous Meadows water rights and other rights, all for the benefit of the Rendezvous Meadows Lots, which Bylaws will be binding upon the Owners of said Lots.

Section 8.6. Maintenance of Mailboxes. The Association shall be responsible for maintenance of the mailboxes situated on and for the benefit of the Property.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1. Enforcement. Violation of any restrictions, conditions, covenants or agreements herein contained shall give to the Association, acting through its Board of Directors, the right to enter upon any Lot and to summarily abate and remove at the expense of the Owner any erection, thing, or condition that may be in or upon said Lot contrary to the provisions hereof, without being deemed guilty of trespass. The Association shall have the right to enforce, by any proceeding at law, all restrictions,

conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration.

Section 9.2. Nuisance. The result of every act or omission whereby any restriction, condition, covenant or agreement is violated in whole or in part is hereby declared to constitute a nuisance, and every remedy allowed by law against a nuisance either public or private shall be applicable against every such nuisance.

Section 9.3. No Waiver. Failure by the Association or by any individual Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.4. Costs of Enforcement. Should any lawsuit or other legal proceeding be instituted by the Association against an owner alleged to have violated one or more of the provisions of this Declaration, and should the Association be wholly or partially successful in such proceeding, the offending Owner shall be obligated to pay the costs of such proceeding, including reasonable attorneys' fees, which sums may then be assessed as a lien against the Lot.

Sections 9.5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 9.6. Additional Land. Additional land contiguous to the above-described Property may be annexed by the Declarant without the consent of the Members within ten (10) years of the date of this instrument; provided, however, that the annexation is in accord with the general plan heretofore established for the land subject to this Declaration. In the event of such annexation, all Lot Owners within said annexed land shall also become Members of the Association, and additional Common Areas may be conveyed to the Association.

Section 9.7. Insurance. Each Owner is solely responsible for obtaining casualty insurance covering any and all improvements on such Owner's Lot, and liability insurance with regard thereto. The Association shall contract for and maintain liability insurance on the Common Area and any structures and improvements thereon, and casualty insurance on the Common Area.

Section 9.8. Amendment. Any provision herein may be amended or revoked, and additional provisions added, at any time by a written instrument recorded in the Office of the Clerk and Recorder of Teton County, Idaho, duly signed and acknowledged by the Owners of record of not less than two-thirds (2/3) of the Lots subject to this Declaration; provided, however, that the express written consent of Declarant is required until fifteen (15) Lots are sold.

Section 9.9. Term. The provisions of this Declaration shall be binding for a term of twenty-five (25) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change this Declaration in whole or in part.

Section 9.10. Construction and Invalidity. In case of uncertainty as to the meaning of any article, section, subsection, paragraph, sentence, clause, phrase or word of this Declaration, the interpretation of Declarant shall be final and conclusive upon all interested parties, until Declarant or Affiliates of Declarant have sold fifteen (15) lots, at which time the power of interpretation shall vest in the Association.

Section 9.11. Restriction Against Further Subdivision. No lots within Rendezvous Meadows subdivision may be further divided.

**ARTICLE X
MODIFICATIONS**

Prior to Declarant divestment, this Declaration shall not be modified except by means of an instrument recorded with the Office of the Clerk and Recorder of Teton County, signed by the Declarant. Thereafter, Owners of Lots covering fifty-one percent (51%) or more of the Property may make modifications to this Declaration. No modifications shall be made which would materially, adversely impair any rights to which a Lot Owner has become previously vested without the consent of the Owner of such Lot.

**ARTICLE XI
ASSIGNABILITY OF DECLARANT'S RIGHTS AND DUTIES**

Any and all of the rights, powers and reservations of the Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term "Declarant" as used herein, includes all such assignees and their heirs, successors and assigns.

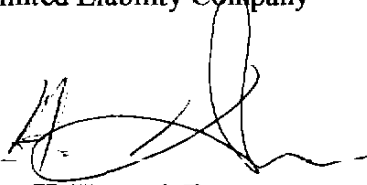
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ARTICLE XII
ACCEPTANCE OF COVENANTS

Every Owner or purchaser of a Lot shall be bound by and subject to all of the provisions of this Declaration, and every Lot Owner or purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

IN WITNESS THEREOF, Declarant has executed this Declaration on the 18 day of July, 2006 to become effective upon recordation in the Office of the Clerk and Recorder of Teton County, Idaho.

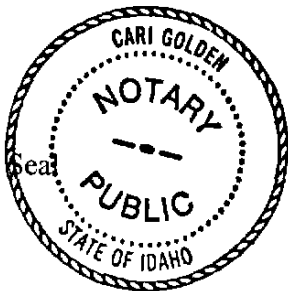
Rendezvous Partners, LLC,
An Idaho Limited Liability Company

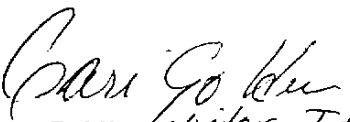
By: 
H. Kenneth Dunn
Manager

STATE OF IDAHO)
)SS
COUNTY OF TETON)

On this 14th day of July, 2006 before me personally appeared H. Kenneth Dunn, to me personally known, who, being by me duly sworn, did say that he is Manager of Rendezvous Partners, LLC, an Idaho limited liability company, and that the foregoing instrument was acknowledged on behalf of said limited liability company.

Witness my hand and official seal.




Notary Public Victor, Id
Expires 4-10-09

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