

***TRESTLE BRIDGE RANCH***

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**November \_\_\_\_\_, 2007**

## Table of Contents

ARTICLE I –DEFINITIONS	5
Paragraph 1. “Assessment”	5
Paragraph 2. “Association”	5
Paragraph 3. “Board”	5
Paragraph 4. “Building Envelope”	5
Paragraph 5 “Common Areas”	5
Paragraph 6 “Common Expenses”	6
Paragraph 7. “Common Roads”	7
Paragraph 8. “Design Committee”	7
Paragraph 9. “Design Guidelines” or “Design Guidelines and Regulations”	7
Paragraph 10. “Development”	7
Paragraph 11 “Improvements”	7
Paragraph 12. “Lot”	7
Paragraph 13. “Owner”	7
Paragraph 14. “Principal Residence”	7
Paragraph 15. “Pro Rata Share of Common Expenses	7
Paragraph 16. “River Corridor”	7
Paragraph 17. “Structure”	7
Paragraph 18. “Supermajority of the Owners”	<b>8</b>
Paragraph 19. “Trestle Bridge Ranch”	<b>8</b>
 ARTICLE II -GENERAL PROVISIONS	 8
Paragraph 1. Lot Splitting; Consolidation.	8
Paragraph 2. Assignment of Powers.	8
Paragraph 3. Notices; Documents; Delivery.	8
Paragraph 4. General Maintenance.	8
Paragraph 5. Farming	<b>9</b>
Paragraph 6. Water Rights and Irrigation.	9
Paragraph 7. Irrigation Water Control.	10
Paragraph 8. Irrigation Canal.	10
Paragraph 9. Easements.	10
 ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	 11
Paragraph 1. Association Membership.	11
Paragraph 2. Voting Rights.	11
 ARTICLE IV INSEPERABLE FROM LAND	 12
 ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS	 12
Paragraph 1. Creation of the Lien and Personal Obligation of Assessments.	12
Paragraph 2. Assessments on Calendar Year.	13
Paragraph 3. Notice of Assessment.	13
Paragraph 4 Association Budget.	13
 ARTICLE VI –DESIGN COMMITTEE/USE REGULATIONS	 14
Paragraph 1. Design Committee.	14
Paragraph 2. Membership of Design Committee.	14
Paragraph 3. Design/Property Use Regulations.	14
Paragraph 4. Use of Common Areas.	14
Paragraph 5. No Commercial Use.	<b>15</b>
Paragraph 6. No Temporary Buildings or Occupancy.	15
Paragraph 7. Owner Liability for Damage to Common Areas.	15
Paragraph 8. No Unsightliness, Recreational Equipment/Vehicles.	15
Paragraph 9. Garbage, Plant Waste.	<b>16</b>
Paragraph 10. Vehicle Parking.	16
Paragraph 11. Owners Responsible for Damage.	16
Paragraph 12. Firewood Enclosed.	<b>17</b>
Paragraph 13. Mineral Activities Prohibited	17
Paragraph 14. Fencing.	17
 ARTICLE VII ADDITIONAL COVENANTS -COMMON AREAS/OPEN SPACE	 17
Paragraph 1. Association to Maintain Common Areas.	17
Paragraph 2. Lawn Care and Weed Control.	17
Paragraph 3. Noise Ordinance.	<b>18</b>
 ARTICLE VIII	 18
 ENVIRONMENTAL REGULATIONS	 18
Paragraph 1. Native Vegetation	18
Paragraph 2. Non-Native Plants.	18

Paragraph 3. Chemicals	18
Paragraph 4 Burning	18
Paragraph 5 Clearing of Trees/Vegetation.	18
ARTICLE IX	18
WILDLIFE ENHANCEMENT	18
Paragraph 1 Human/Wildlife Confrontations.	18
Paragraph 2. Damage Claims.	19
Paragraph 3. Taking of Wildlife.	19
Paragraph 4. Artificial Feeding.	19
Paragraph 5. Domestic Pets.	19
Paragraph 6. Ranch Practices.	19
ARTICLE X ENFORCEMENT, DURATION AND AMENDMENT	20
Paragraph 1. Enforcement.	20
Paragraph 2. Duration of Restrictions.	20
Paragraph 3. Amendment.	20
Paragraph 4. Violation Constitutes Nuisance.	20
Paragraph 5. Construction and Validity of Restrictions.	20
Paragraph 6. No Waiver.	20
Paragraph 7. Variances.	21
ARTICLE XI INDEMNIFICATION	21
ARTICLE XII WAIVER	22
ARTICLE XIII CONSTRUCTIVE NOTICE	22
Exhibit A	25
Exhibit B	26
I. DESIGN REVIEW REGULATIONS	28
A. TBR Design Committee	28
II. DESIGN GUIDELINES AND REGULATIONS	31
A. Topography & Site Features	31
B. Utilities and Site Details	32
C. Landscaping	33
D. Plant Materials	34
III. BUILDING GUIDELINES AND REGULATIONS	34
A. Building Height.	35
B. Roof Form.	36
IV. MATERIAL AND DETAIL GUIDELINES AND REGULATIONS	37
A. Roof Materials	37
B. Gutters, Down Spouts and Flashing	37
C. Roof Mounted Equipment and Ventilating Roof Protections	37
D. Exterior Wall Materials	37
E. Chimneys Materials, Composition and Proportion	38
F. Exterior Windows and Doors	39
G. Decks, Balconies & Terraces	40
H. Building Color	40
I. Energy Conservation	40
J. General	40
V. CONSTRUCTION PRODECURES	41
A. Approvals Required Before Construction Starts	41
B. Construction Regulations	41
C. Building Inspections	42
VI. SIGN REGULATIONS.	42
A. Residence Identification	42
B. Contractor-Builder-Developer	42
C. Real Estate -For Sale	42
D. Temporary	42
VII. FIRE PROTECTION REGULATIONS.	43
A. Compliance with Fire District Regulations	43
B. Burning Restrictions	43
C. Fireplaces, Wood Stoves and Pellet Stoves	43
D. Smoke Detectors	43
E. Improvements Location	43
VIII. SUBMITTAL AND REVIEW PROCESS	44
A. Sketch Plan Review	44

### 3 - DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (TBR)

B. Final Plan Review and Approval	44
IX. PLAN REVIEW CHECKLISTS	45
Exhibit C Record of Survey	51
Exhibit D River Corridor	52
Exhibit E Association Budget	53

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**TRESTLE BRIDGE RANCH**

This Declaration of Covenants, Conditions and Restrictions (“CC&R’s”) regulates the use and development of the property as described herein effective upon the date of recording of these CC&R’s, by Railroad Bridge Ranch, LLC as owner, referred to herein as “Declarant” of all property described in the record of survey recorded as instrument no. \_\_\_\_\_, records of Fremont County, Idaho for Trestle Bridge Ranch (“TBR”) which shall hereinafter be referred to as the “Property”. TBR is not an officially platted subdivision. However, pursuant to the zoning ordinances of Fremont County, Idaho the Property has been divided into smaller parcels each of which is capable of conveyance to an individual purchaser. For convenience herein, and the use of the terminology familiar to potential purchasers, the term “Lot” shall be used herein to refer to individual parcels identified in the record of survey described above (“the Survey”) and attached hereto as Exhibit C. Conveyance documents will describe each parcel or “Lot” by a metes and bounds legal description. For convenience of Owners alphabetic designations may be shown on the Survey for the various parcels (e.g., A, B, C, etc.). However, use of the term Lot shall in no way imply the Property has been platted as a subdivision under county ordinances or Idaho law. This explanation is provided herein so that subsequent purchasers will understand the necessity for conveyance of their parcel using a metes and bounds description.

NOW, therefore, Declarant, hereby declares that all of the Property described shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the these CC&R’s, which are for the purpose of protecting the value of, and which shall encumber the Property and be binding on all parties having any right, title or interest in the Property or any portion thereof, their successors, assigns, and heirs or individuals using said Property.

**ARTICLE I**  
**DEFINITIONS**

Paragraph 1. “Assessment” shall mean charges levied by the Board or Design Committee which may include but shall not be limited to Common Expenses, design review fees, penalties, interest, late charges, fines, and other charges as may be assessed from time to time.

Paragraph 2. “Association” shall mean and refer to Trestle Bridge Ranch Home Owners Association, Inc. an Idaho Non-Profit Corporation, and its successors or assigns.

Paragraph 3. “Board” shall mean the Board of Directors of the Association. The first members of the Board of Directors shall be Drake Munson, Lora Munson

and Wesley Cornelison. Drake Munson shall initially serve as Chairman, Wesley Cornelison as Vice Chairman and Lora Munson as Secretary/Treasurer.

Paragraph 4. "Building Envelope" shall mean a 1 acre tract of land within a Lot upon which an Owner may construct a Residence or other Improvements. Subject to the provisions of the Design Guidelines, the location of the Building Envelope may be selected by the Owner of a Lot subject to the approval of the Design Committee which shall not be unreasonably withheld. In granting approval of a Building Envelope protection of sight lines or views from adjoining Lots shall be a primary consideration of the Design Committee. The Building Envelope must be rectangular in shape. Building Envelopes are maintained by the Owners of the Lot and not the Association (unless no Improvements are constructed). Building Envelopes may not be placed within the River Corridor.

Paragraph 5. "Common Areas" shall mean any area or amenity maintained by the Association for the benefit of TBR and the Owners including but not limited to Common Roads (excluding personal driveways), fencing, boat ramp, gates, walking paths, water rights, landscape, irrigation systems, irrigation pipes, main lines, pumps, easements, signage, utility easements, or any item hereafter installed for the benefit of all Owners of TBR (See Exhibit A – Trestle Bridge Ranch). Common Area shall not mean the areas within a Lot but outside the Building Envelope that are used as part of the farming program. All Lots (as defined herein) are to consist of privately owned parcels. However, for the overall benefit of Owners of the Association, certain areas on the Survey may be identified as Common Areas. Such areas include, but are not limited to, roads, boat ramps, walking paths, utility easements, or other amenities or use of roads or designated areas within a Lot for public utility line installation as required. Such identification of those areas or amenities as Common Areas does not change their nature as privately owned. However, there are hereby created non-exclusive easements and reciprocal servitudes in favor of each Member of the Association to use and enjoy the Common Areas for the purposes described herein or as described on the Survey. Nothing contained herein, or described on the Survey shall in any way be deemed a dedication of the Common Areas for use by the general public. Common Areas shall not be relocated or materially altered except as agreed by a Supermajority of the Owners.

Paragraph 6. "Common Expenses" shall mean any of the expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including but not limited to the following:

- (a) The costs of maintenance, management, operation, repair and replacement of the Common Areas and of all other part of the TBR which are managed or maintained by the Association;
- (b) The costs of improvements constructed from time to time by the Association upon or in connection with Common Area if such costs were included within a duly adopted Budget;

- (c) The costs of management and administration of the Association, including but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;
- (d) The costs of utilities and services (including but not limited to water, electricity, gas, trash removal) which are provided to the Association or TBR and not individually metered or assessed to the individual Lots;
- (e) The costs of landscape maintenance and other services which generally benefit TBR;
- (f) The cost of adequate general liability insurance and officers and directors errors and omissions insurance to adequately protect the Association and the Owners as reasonably determined by the Directors;
- (g) Reasonable reserves for unknown or unexpected expenses of the Common Areas;
- (h) The costs of bonding the members of the Board, and officers of the Association or any other person handling the funds of the Association
- (i) Real or personal property taxes paid by the Association
- (j) Amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas or portions thereof
- (k) The costs incurred by the Design Review Committee or by any other committees that may be established by the Board
- (l) The costs of security systems for Common Areas which may be installed by the Association
- (m) Other expenses incurred by the Association for any reason whatsoever in connection with the Common Areas or the costs of any other item or service provided or performed by the Association pursuant to the CC&R's, Design Guidelines or Bylaws in furtherance of the purposes of the Association.

Paragraph 7. "Common Roads" shall mean the private roadways within TBR which provide access to individual Lots or common amenities.

Paragraph 8. "Design Committee" shall mean a subcommittee of the Association responsible for overseeing and coordinating compliance with the Design Guidelines of Trestle Bridge Ranch.

Paragraph 9. "Design Guidelines" or "Design Guidelines and Regulations" shall mean the Design Guidelines and Regulations attached

hereto as Exhibit B.

Paragraph 10. "Development" shall mean the Trestle Bridge Ranch development consisting of approximately 190 acres located in Fremont County and further described in the attached record of survey, Exhibit C.

Paragraph 11. "Improvements" means any improvements, structural or otherwise, alterations, additions, repairs, excavation, fencing, paving, signage, grading, landscaping or other work which in any way alters any property within TBR or the improvements thereon, from its natural state existing on the date of this Declaration.

Paragraph 12. "Lot" shall mean and refer to any of the single family residential plots of land, which shall include Common Areas such as Common Roads identified on the Survey. At no time shall there be more than sixteen (16) Lots.

Paragraph 13. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Declarant, contract buyers and owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

Paragraph 14. "Principal Residence" shall mean the single family residential Structure, constructed on any Lot of the Property, which is the principal use of such Lot, and to which other authorized Structures on such Lot are accessory such as barns, out buildings, or other Structures authorized and controlled within the CC&R's.

Paragraph 15. "Pro Rata Share of Common Expenses" shall mean 1/16th of all Common Expenses per Lot, regardless of Lot size.

Paragraph 16. "River Corridor" shall mean that area shown on Exhibit D. The River Corridor may only be altered from its natural state with a walking path using only natural products (i.e. wood, rocks), not to exceed three feet (3') in width with no handrails allowed. In all cases, any request to alter the natural state of the River Corridor, including the installation of a walking path, must be approved by the Design Committee in its sole discretion. Fencing or other Improvements are not allowed in the River Corridor.

Paragraph 17. "Structure" shall mean anything built or placed on the ground, excluding fences and ground level features such as pathways or low profile patios contiguous to homes.

Paragraph 18. "Supermajority of the Owners" shall mean the Owners of more than two thirds (2/3) of the Lots.

Paragraph 19. "Trestle Bridge Ranch" shall mean the community described on the attached Exhibit C, including all Lots, Common Areas, common features, if any, together with all improvements and other amenities now or hereafter located thereon, and together with all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.

## **ARTICLE II GENERAL PROVISIONS**

Paragraph 1. Lot Splitting; Consolidation.

(a) No residential Lot within TBR shall be split or subdivided, unless such Lot as split is then consolidated with a contiguous Lot, and unless the resulting area to be built upon shall be larger than one Lot.

(b) Any change in Lot configuration including consolidating Lots, shall be approved by the Design Committee and appropriate governmental authorities.

Paragraph 2. Assignment of Powers. Any and all of the rights and powers vested in Declarant pursuant to TBR CC&R's shall be delegated, transferred, assigned, conveyed or released by Declarant to the Association not later than the sale of at least four (4) of the Lots and the Association thereafter shall immediately assume such rights and powers.

Paragraph 3. Notices; Documents; Delivery. Any notice or other document permitted or required by these CC&R's to be delivered must be in writing and either be delivered personally, by mail, or by telefax. If delivery is made by mail, it shall be made by certified mail, return receipt requested and shall be deemed to have been delivered when deposited in the United States mail, postage prepaid. If a delivery is made personally it shall be deemed delivered when received and if by telefax, upon transmission of such telefax. Notices shall be directed if to the Association or to the Design Committee at the registered office for the Association or its telefax number; if to an Owner, at his or her last known mailing address, or telefax number and if to the Declarant, Attn: Lora Munson or Wesley Cornelison, 6550 South Millrock Drive #200, Salt Lake City, UT 84121, telefax number 801-947-8301, provided, however, that any such address may be changed from time to time by an Owner, by

the Design Committee, or by Declarant by notice in writing, delivered to the Association.

Paragraph 4. General Maintenance. The Association shall be responsible for the maintenance, alteration, replacement and/or repair of the Common Areas, provided, however that the cost thereof shall be the responsibility of the Owners, including the Declarant. The Association shall maintain, repair and provide for snow removal and maintenance activities on all Common Roads but excluding private driveways.

Paragraph 5. Farming. It is the intent of the Declarant and the Association to continue the practice of farming for the primary purpose of providing and maintaining a weed free aesthetic landscape to the extent possible, within the boundary of the Development. To facilitate this effort and to promote the ongoing established farming program, a temporary farming easement is hereby granted by Owners to those individuals or entities retained to farm portions of the Property. The Association as the attorney in fact for participating Owners has the obligation to contract farm or otherwise farm the areas outside of Building Envelopes within the Development and including those areas within the Building Envelopes until such time as any construction of Improvements commences. This farming activity and temporary easement shall continue until such time that a Supermajority of the Owners decides otherwise. Except as provided in Paragraph 4 and except to the extent that a Lot is subject to the farming program, the responsibility to maintain each Lot's open space and Building Envelope shall be the ultimate responsibility of each Owner. Should it be the decision of the Association to continue the farming program, any net proceeds from the farming will go directly to the Owners. Said proceeds shall be distributed to each Owner on a percentage acreage basis of participation and involvement in the farming program as determined by the Association. Individual Owners may provide additional farming area from within the Building Envelope areas of their Lot to the farm program if practical. The farmer, whether that be a tenant farmer or the Association, shall be required to maintain crop insurance, with Owners named on a pro rata basis, listed as a partial beneficiary determined between the Board and the farmer. Each Owner, by acceptance of title to a Lot, hereby appoints the Association as attorney in fact to represent the Owner in all matters relating to the farming (or a lease for farm purposes) of portions of the Property. The income from farming operations shall be distributed to participating Owners as described herein. Such income shall not belong to the Association. The appointment of the Association as attorney in fact is for convenience only and shall in no event be deemed to imply or mean that farming income belongs to the Association.

Owners and residents of TBR are informed that adjacent uses may be agricultural. Owners accept and are aware that standard agricultural farming practices can result in dust, smoke, animal odors, flies, crop dusting, and machinery noise. Standard agricultural practices feature the use of heavy equipment, chemical sprays, burning and the use of machinery early in the morning and sometimes late into the evening. Notwithstanding the foregoing to the contrary, the Association

shall promulgate reasonable rules and regulations governing farming so as to ensure that it does not result in any unreasonable disruption of residential usage.

Paragraph 6. Water Rights and Irrigation. Initially all water rights ("Water Rights") utilized to irrigate the Property shall be owned by the Association. These Water Rights consist of (i) 182 acre feet of storage water in the Fremont-Madison Irrigation District, (ii) 59 shares in The Farmers Own Ditch Company, Limited, and (iii) 98 Shares in Marysville Canal Company, Limited. Such Water Rights shall be utilized in the farming operation managed by the Association. At such time as an Owner commences construction of a Principal Residence on a Lot the Association shall transfer to the Lot Owner two (2) acre feet of storage water in the Fremont-Madison Irrigation District and two (2) shares in either The Farmers Own Ditch Company, Limited, or Marysville Canal Company, Limited (depending on the location of a Lot as within the boundaries of the service area of those two entities). The Water Rights transferred shall be used by an Owner to irrigate and maintain the area within the Building Envelope on each Lot. The remaining Water Rights shall be retained by the Association and utilized by the Association in the continued farming operation described herein. The rights in The Farmers Own Ditch Company, Limited and Marysville Canal Company, Limited are represented by actual share certificates. Certificates for two (2) shares in either of those entities will be delivered to a Lot Owner as described herein. No share certificates are issued in Fremont-Madison Irrigation District and that storage water is delivered through The Farmers Own Ditch Company, Limited or Marysville Canal Company, Limited.

In the event an Owner no longer desires to participate in the farming program the Owner thereafter shall be responsible for the maintenance, irrigation and weed control on those portions of the Owner's Lot outside of the Building Envelope. In order to obtain irrigation water for such maintenance an Owner will be required to rent or purchase additional Water Rights from the Association or another third party.

The irrigation water, including (i) amounts represented by the Water Rights transferred to an Owner, (ii) those Water Rights owned by the Association and utilized in the farming program, and (iii) Water Rights rented or owned by Owners for use on their Lots and participating in the farming program managed by the Association will be delivered to the Lots through a common irrigation system ("the Irrigation System"). The Irrigation System which currently serves the Property shall be considered a Common Area owned by the Association. The Irrigation System consists of a mainline and related lateral or handlines. Each Owner shall have the right to use those portions of the Irrigation System which serves such Owner's Lot. If an Owner desires any modification to the Irrigation System or additional piping, such action shall be at the sole cost and expense of such Owner (who shall thereafter solely maintain such additions).

The Owners, through the Common Expenses of the Association, will periodically be assessed for the costs of operation and maintenance of the Irrigation System. The Association and/or the farmer contracted to maintain the farming program shall have the right to use said water for irrigation purposes. Assessments

from the Farmers Own Canal Company, Limited, Marysville Canal Company, Limited or Fremont-Madison Irrigation District will be billed by each such entity to the respective Owner(s) of shares in such entity(s). If any Owner modifies the Irrigation System as it exists on an Owner's Lot as of the date of this Declaration, all irrigation water must be provided on a Lot through underground or surface mainline pipelines and sprinklers and shall be equipped with the proper valves, vents, and discharge heads.

In the absence of water meters, the Association may determine estimated usage based on any reasonable method deemed appropriate by the Association provided that the Association may bill each Lot Owner, for a minimum amount of monthly untreated water use (whether or not in fact used) in order to encourage performance of the Owner's irrigation obligation.

All Owners hereby assume any risk involved with respect to the Irrigation System and hereby acknowledge that the Association and Declarant shall not have any responsibility or liability of any kind to any Owner who incurs any loss, damage, cost or expense arising from or relating to said Irrigation System, including, but not limited to, any loss or damage caused by flooding or the failure to deliver water. In accordance with the foregoing, such Owners, on behalf of themselves and their occupants, successors and assigns, by acceptance of a deed acknowledge their assent to the provisions hereof, and hereby release Declarant, the Association, and their respective employees, stockholders, agents and contractors, from and against any and all obligations, claims, demands, liabilities, costs, expenses, attorney's fees, or causes of action of any kind whatsoever, whether arising prior or subsequent to the date hereof, whether known or unknown, based upon, arising out of, or in any manner related to the Irrigation System.

The Board shall have the right to buy and sell water rights (including sales of excess water rights not required for irrigation) provided a minimum amount of water is retained by the Association to run a farming operation.

Paragraph 7. Irrigation Water Control. In order to provide for the orderly use of the water and maintenance of the Irrigation System that produces and delivers said water for irrigation purposes, the Board or its designee shall work with the Owners and/or any farmer tenant in establishing an orderly system to provide the water needed for irrigation of TBR.

Paragraph 8. Irrigation Canal. An existing open irrigation canal known as the Farmers Own Canal borders TBR. The Owners of each Lot which said canal borders are responsible to insure that no action of such Owner interferes with the free passage of water within said canal nor allows or causes pesticides or other noxious or dangerous chemicals to enter said canal. Pursuant to Idaho law, those individuals who receive their irrigation water through such canal have the right at all reasonable times to enter upon said Lots within the canal easement to maintain said canal.

Paragraph 9. Easements. Blanket Association Utility and Drainage Easement Over Common Areas. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive blanket easement over, across, upon and under the Common Areas for the construction, installation, operation, maintenance, repair, removal and replacement of utilities and utility lines, irrigation lines and systems for the benefit of Trestle Bridge Ranch or any part thereof and the Owners of Lots therein, including but not limited to drainage, domestic water, irrigation water, sewer, gas telephone, electricity, cable TV and other communication systems, if any, together with an easement for access, ingress and egress to accomplish such purposes. The Association or other person or entity exercising such utility and drainage easement rights shall be obligated to restore, reseed, replant and/or re-landscape the surface of the distributed area to close to its original condition as possible, as promptly as possible following completion of any utility or drainage work.

Association Administrative Easement Over Common Areas. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement over, across, upon and under the Common Areas and a right to use the Common Areas for purposes enabling the Association to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

There are hereby reserved and created underground public utility easements, five (5) feet in width, along the side Lot lines and rear Lot lines of each Lot. Such easements shall be for installation of telephone, electrical, gas, cable television or other public utility lines or pipes to serve the Lots and such easements may further be utilized for installation, operation and repair of underground sprinkler lines to provide irrigation water to a Lot provided however, that any person utilizing such easements for purposes described shall be responsible for restoration of the ground to its existing condition prior to use of the easement for a permitted purpose. No Lot Owner shall install any structure or other improvement over such easement areas, but only grass or other easily replaced vegetation shall be planted above such easement area. If any Owner places any other item in such easement areas no Owner who utilizes such easement for a proper purpose shall be required to restore any prohibited item removed in order to utilize such easement. The Design Committee shall be authorized to make decisions relating to appropriate vegetation and restoration requirements.

Recorded Easements and Licenses. In addition to the easements described in this Article II and elsewhere in this Declaration, the recorded easements and licenses appurtenant to or included in Trestle Bridge Ranch are set forth on the record of survey documents and made a part hereof by this reference.

**ARTICLE III  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

Paragraph 1. Association Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Paragraph 2. Voting Rights. The Association shall have one class of voting membership. The members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, however, the vote for each such Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot.

Where the voting on any particular issue result in a tie, the Chairperson of the Board of Directors shall cast the deciding vote. This vote shall be in cast in addition to his or her membership vote if said Chairperson is also a Member of the Association.

**ARTICLE IV  
INSEPARABLE FROM LAND**

All covenants, conditions, restrictions and agreements herein contained are made for the direct, mutual and reciprocal benefit of each and every Lot of the Property and shall create equitable servitude upon each Lot in favor of every other Lot shall create reciprocal rights and obligations between respective Owners and occupants of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, successors and assigns; and shall, as to the Owner and occupant of each Lot, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots, except as provided otherwise herein.

**ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS**

Paragraph 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed consents to the creation of a lien against the Owner's real property to the extent of non-payment of any Common Expenses or Assessments levied by the Association. The Declarant shall be required to pay Assessments and real estate taxes on all Lots owned by it. Therefore, whether or not it shall be so expressed in such deed, each Owner, including the Declarant, is deemed to have consented to be subject to these

Covenants and agrees to pay to the Association it's Pro Rata Share of Common Expenses.

The Owner's Pro Rata Share of Common Expenses, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, shall be the personal obligation of the entity or person who was the Owner of such property at the time when the assessment fell due, and shall be a continuing lien upon the property against which each such assessment is made. An Owner shall have thirty (30) days to pay any and all Assessments from the date of notice from the home owners association. A late fee of 10% shall be assessed for any amount not paid within thirty days and shall continue to accrue every 30 days thereafter. Assessments not paid within sixty (60) days from the due date shall result in a lien being placed on the Lot(s) for any unpaid Assessments, late fees, interest charges, attorney's fees and all other costs associated with the collection of any unpaid Assessments. Interest on any unpaid amounts shall accrue at the annual rate of 12% or the prime rate as announced from time to time by the Wall Street Journal, plus 5%, whichever is greater. An assessment lien may be foreclosed by the Association in like manner as a mortgage foreclosure on real property.

Notwithstanding anything herein to the contrary, Assessments for any Common Expense benefitting fewer than all of the Lots shall be assessed exclusively against the Lots benefitted. Examples of such items would include weed control on a particular Lot which an Owner has not maintained.

Paragraph 2. Assessments on Calendar Year. Assessments shall be levied on a calendar year basis, except that the initial Assessment period shall commence on the first day of the calendar month or quarter in which the first Lot is conveyed by Declarant to a person other than Declarant. Assessments shall be paid in installments on a monthly, quarterly, or semi-annual basis, as the Board may determine from time to time, and shall be due either on the first day of each calendar month or on the first day of each calendar year quarter (January 1, April 1, July 1, and October 1), or on the first day of a semi-annual period (e.g., January 1, July 1) as appropriate. Unless and until changed to a monthly or semi-annual system by the Board, Assessments shall be due and payable on the first day of each calendar quarter. Any Lot Owner acquiring a Lot between installment due dates shall pay a pro rata share of the immediately preceding installment. In the event that the Board of Directors determines a special Assessment is necessary, the Board shall hold a special meeting to consider the same. Such meeting shall be held upon ten (10) days written notice to the Directors. The Board similarly shall provide to the Owners ten (10) days written notice of such meeting to allow Owners to attend and observe such meeting.

Paragraph 3. Notice of Assessment. The Board shall fix the amount of the Assessment, using the budget procedure described below, at least thirty (30) days before the end of each calendar year. Written notice of the Assessment shall be sent to each Owner. Failure of the Board to timely fix and levy the Assessments for any year or to send a notice thereof to any Owners shall not relieve or release any

Owner from liability for payment of Assessments or any installments thereof for that or subsequent years as soon as the Board levies the Assessment and provides notice thereof. Until a new Assessment is fixed, Assessments shall continue at the same rate previously adopted.

The Board shall also mail to each Owner at least fifteen (15) days prior to the due date thereof a written notice of the amount of the next quarterly (or monthly or semi-annual, as the case may be) installment of Assessment that is due from each Owner, and the date on which such installment is due pursuant to this article. Failure of the Board to send timely notice to any Owner of an installment of Assessment due shall not relieve or release any Owner from liability for payment of that installment as soon as the Board in fact provides such notice.

Any surplus funds remaining after payment of or provision for Association expenses and any prepayment of or provision for reserves shall be carried forward as a credit against the next year's Budget and Assessments.

Paragraph 4. Association Budget. Commencing in 2008, and during the last six (6) months of each year thereafter, the Board shall prepare or cause to be prepared for submission to the Owners an operating budget (the "Budget") for the next calendar year. The initial budget for the Association is attached hereto as Exhibit "E" and by this reference incorporated herein. Each annual Budget after the initial budget must be approved by a vote of the Members. The Budget shall provide for the allocation of any surplus funds remaining from any previous Budget period. Within thirty (30) days after adoption of any proposed Budget for the Association, the Board shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the approved Budget to all the Owners.

## **ARTICLE VI DESIGN COMMITTEE/USE REGULATIONS**

Paragraph 1. Design Committee. A Design Committee ("Design Committee") is hereby created as a subcommittee of the Board. The Design Committee is established to assure fair implementation of the Design Guidelines. The powers, duties, and procedures of the Design Committee are set forth in the Bylaws of the Association and TBR CC&R's and Design Guidelines and Regulations as may be amended from time to time.

Paragraph 2. Membership of Design Committee. The members of the Design Committee may be the members of the Board of Directors of the Association according to the terms set forth in the By-Laws or others appointed by the Board of Directors of the Association. There shall always be minimum of three and an odd number of Design Committee members, however these members need not be members of the Association. The initial members shall be Wesley Cornelison, Drake Munson, Lora Munson. Appointment of others to the Design Committee shall be done by a majority vote of the Board of Directors.

Paragraph 3. Design/Property Use Regulations. TBR Design Guidelines and Regulations are hereby adopted and incorporated into these Covenants as Exhibit B. The Owner of each Lot shall comply with TBR CC&R's and Design Guidelines and Regulations in all respects. The Association will be responsible for the architectural design of any common buildings.

Paragraph 4. Use of Common Areas. Except as otherwise provided in these CC&R's, each Owner shall have the non-exclusive right to use and enjoy the Common Areas in common with all other Owners as provided in ARTICLE I Paragraph 5 hereof (a) for the purposes for which such Common Areas were established, and (b) as required for purposes of access and ingress to and egress from and use, occupancy and enjoyment of any Lot owned by the Owner available for the Owner's use. The right to use and enjoy the Common Areas shall extend to each Owner, Occupant and the family members, guests, and invitees of each Owner, and to such other users as may be authorized by this Declaration or by a Supermajority of Owners from time to time, and shall be appurtenant to each Lot, subject at all times to the provisions of this Declaration and any applicable supplemental declaration, the Articles of Incorporation, Bylaws and Rules and Regulations. The Board shall have the right to regulate the use of all Common Areas as is necessary to protect and preserve the Common Areas. The Board may suspend the right of any person to use the Common Areas who is delinquent in the payment of any assessments or otherwise in violation of the any the regulations of the CC&R's or other governing documents.

Paragraph 5. No Commercial Use. No office, business and/or commercial Structures shall be permitted within TBR. No business, professional or other non-residential or commercial use shall be made of any Lot or conducted in any residence on a Lot excepting in home businesses which do not involve (i) more than one non-owner, non-resident employee (ii) the solicitation or invitation of the general public, or (iii) the servicing of customers, or (iv) activities which otherwise create a nuisance for neighboring Lots.

Paragraph 6. No Temporary Buildings or Occupancy. All Improvements constructed within or placed upon a Lot shall be new. No used or temporary house, tent, yurt, teepee, mobile home, or similar Structure, or non-permanent out building shall ever be placed, erected or allowed to remain on a Lot except temporary construction trailers used for construction purposes during construction of a residence which trailer shall be removed immediately following completion of construction or 18 months after initial placement, whichever first occurs.

Paragraph 7. Owner Liability for Damage to Common Areas. Each Owner shall be liable to the Association for any damage or expense to the Common Areas arising from the negligence or willful misconduct of such Owner or invitee. The Association shall have power to levy damage assessments to said Owner to recover costs, expenses or losses as a consequence of such violations.

Paragraph 8. No Unsightliness, Recreational Equipment/Vehicles. All unsightly Structures, facilities, equipment, objects, and conditions, including sporting equipment (e.g., skis, snowboards, bikes, mountain bikes, kayaks, etc.) and snow removal, garden or maintenance equipment, except when in actual use, shall be kept in an enclosed Structure or in a screened area approved by the Design Committee. No laundry or wash shall be dried or hung outside any residence, except on clotheslines that are approved by the Design Committee and which are effectively screened from view from other Lots and other public areas.

Equipment intended for children's recreation use, such as swing sets and slides, must also be approved in advance by the Design Committee. Such equipment need not be screened if it is constructed of natural materials such as wood, stone, metal and natural hemp and if it is painted or stained in earthen tones (natural woods, greens, browns, black, etc.). If such equipment is constructed of non-natural materials such as plastic, or if the equipment is other than earthen tone in color, it must be effectively screened from view from other Lots and from Common Areas and other public areas. Playground equipment that is treated with hazardous preservatives, including without limitation arsenic, lead, copper, and chromium, shall be prohibited within the project.

Recreational vehicles including snow machines, ATV's, motorcycles, dirt bikes and similar recreational vehicles may only be operated on the Common Roads or an Owner's private property. Use of such vehicles shall not create a nuisance for other Owners of TBR. The Board may use its discretion in determining nuisance violations.

Paragraph 9. Garbage, Plant Waste. No refuse, garbage, trash, grass, shrub, or tree clippings, plant waste, scrap, rubbish, or debris of any kind shall be kept, stored, maintained or allowed to accumulate or remain on any Lot or on the Common Areas except temporarily within an enclosed Structure within the Building Envelope approved by the Design Committee, except that any approved container containing such materials may be placed next to the street on the designated morning of garbage collection and must be returned to its enclosed Structure that same day, and except that appropriate public trash receptacles shall be permitted within the Common Areas. No garbage containers, trash cans or receptacles shall be maintained in an unsanitary or unsightly condition, and except when placed for pick-up they shall not be visible from another Lot or Common Areas. All such refuse, garbage, trash, plant waste, scrap materials, rubbish and debris shall be promptly removed from the Lot and shall not be burned thereon. Compost Structures and containers are prohibited.

Paragraph 10. Vehicle Parking. No boats, trailers, campers, motorcycles, snowmobiles, vehicles of any kind shall be parked or stored on the Common Roads or Common Areas. No boats, trailers, buses, motor homes, campers (on or off supporting vehicles), motorcycles, snowmobiles, recreational vehicles, golf carts, trucks, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting passenger automobiles and one ton or smaller pick-up trucks) shall be parked or stored in or upon the Common Areas or upon a Lot except within enclosed Structures approved in advance by the Design Committee, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on the Common Areas or on any Lot except within a completely enclosed garage which fully screens the sight and sound of the activity from the streets and other Lots and Common Areas. An "abandoned or inoperable vehicle" shall mean any motorized vehicle which does not display a current motor vehicle license or which has not been driven under its own propulsion for a period of two (2) weeks or longer (excepting otherwise permitted vehicles parked by Owners or Occupants on their Lot driveways while on vacation or during a period of illness).

Paragraph 11. Owners Responsible for Damage. Each Owner is responsible for any damage caused to roads, streets, ditches, fences, natural drainage courses, utilities, Common Areas, or to other Lots or Improvements thereon, during the construction or alteration of Improvements upon the Owner's Lot, including without limitation, damage caused by any construction vehicles using the roads or streets within the development. Damage shall include any degradation in the appearance or condition of such Common Areas, or other Lots or Improvements. The responsible Owner shall promptly repair and clean up any such damage, at its sole expense. Each Owner shall also be responsible for any damage caused by utility cuts in roads, washouts and runoff damage caused by failure to properly install culverts, and to promptly repair any such damage. If the Owner fails to repair any such damage within ten (10) days following receipt of a written notice from the Board requesting the same, the Board shall have the right to perform such repairs on behalf of the Owner, and to levy an Assessment upon the Owner and its Lot to recover the costs thereof.

Paragraph 12. Firewood Enclosed. All firewood must be enclosed in a Design Committee approved Structure.

Paragraph 13. Mineral Activities Prohibited. No mining or other mineral extraction development activities shall be permitted on any Lot, including the commercial extraction of gravel, top soil, subsoils or the like for resale. On site activities for the purposes of landscaping and pond construction shall be allowed.

Paragraph 14. Fencing. All fencing outside the Building Envelope shall be buck rail fence similar to the fence installed by the Declarant. No fencing shall be permitted in the River Corridor. Fencing within the Building Envelope shall be constructed with wood or other natural products and be approved by the Design Committee. If an Owner elects to install additional fencing other than that provided by the Declarant, the increased costs of farming, irrigation system, irrigating, and weed control associated with said fence shall be passed on to the Owner. Owner will provide adequate access for farming, maintenance and irrigation equipment.

## **ARTICLE VII ADDITIONAL COVENANTS -COMMON AREAS/OPEN SPACE**

Paragraph 1. Association to Maintain Common Areas. The Association shall maintain and otherwise manage the Common Areas including but not limited to any Improvements, landscaping, roads, boat ramp, fencing, gates and other facilities located at TBR.

Paragraph 2. Lawn Care and Weed Control. If a residence is constructed on a Lot, the landscaping shall be installed within 9 months following completion. Once installed, the landscaping, including lawn, trees, shrubs, etc., shall be cared for and not allowed to look unsightly and detract from the beauty of the Lot. Minimum landscaping requirements shall be established by the Design Committee, consistent with the Design Guidelines. Owners must submit their proposed landscaping plans simultaneously with their construction plans for their residence or other Structures.

Both unimproved and improved Lots must be kept free of weeds and debris. If a Lot must be cleared of weeds and the Owner fails to do so after 30 days notice from the Association, the weeds may be cleared and controlled and the cost and expense associated with such weed maintenance shall be assessed to the Lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment. Weeds shall be controlled within the Common Areas by the Association.

The control of noxious weeds by the Association on those areas for which the Association is responsible and the control by individual Owners on their respective Lots shall comply with rules specified by the State of Idaho and Fremont County as the same exist from time to time.

Paragraph 3. Noise Ordinance. Excessive noise is prohibited between the hours of 9:00 pm and 8:00 am. Violation of the noise ordinance shall result in fines being assessed against the Owner of the Lot in violation of this ordinance.

## **ARTICLE VIII ENVIRONMENTAL REGULATIONS**

Paragraph 1. Native Vegetation. No Owner of any Lot shall remove or alter or allow others to remove or alter any of the existing vegetation thereon, except as is absolutely necessary for the clearing and preparation of the improvement area for the purposes of constructing authorized Structures or driveways thereon.

Paragraph 2. Non-Native Plants. Introduction of non-native plant species which might compete with, harm native species, or result in their decline is prohibited except where it is shown that such introduction can improve or prevent undue damage to the natural environment. The planting of ornamental (non-native) woody or shrubby vegetation, especially attractive to wildlife, for landscape purposes is discouraged in order to reduce the likelihood of human-wildlife encounters on home sites.

Paragraph 3. Chemicals. The use of chemical herbicides and pesticides is prohibited except for the control of noxious weeds as required by law. Non-chemical weed control is strongly encouraged. Only approved herbicides should be used as approved by County Weed Board representative who should be consulted before applying chemicals to sensitive areas. Contact a local nursery for the most effective pesticides that least impact desirable species of insects.

Paragraph 4. Burning. The open burning of any materials or vegetation is prohibited.

Paragraph 5. Clearing of Trees/Vegetation. No destruction, removal, or alteration of living vegetation except during preparation of a building within the designated development area shall occur without permission from the Design Committee. The Design Committee may grant permission to clear vegetation when a building site is being prepared for construction or when trees threaten buildings, block an established road, fall across a fence, or otherwise inhibit established residential activities. All areas disturbed by construction shall be re-seeded with native vegetation types.

## **ARTICLE IX WILDLIFE ENHANCEMENT**

Paragraph 1. Human/Wildlife Confrontations. Residents and guests on the property shall not harass wildlife and should avoid areas of wildlife concentration. Loud, offensive, or other behavior which harasses or frightens wildlife in common areas is prohibited. Indiscriminate use and disturbance of wildlife refuge is discouraged.

Paragraph 2. Damage Claims. Owners acknowledge that wildlife damage to landscaping will occur since the Property is located within wildlife habitat. Owners shall accept that risk and shall not file claims against the Owner's Association or any other governing body for such damages.

Paragraph 3. Taking of Wildlife. The taking of any and all wildlife species by any means within the Development is prohibited. No hunting or shooting of firearms shall be allowed on any Lot.

Paragraph 4. Artificial Feeding. Artificial feeding of deer, fox, coyote, etc. anywhere on the property is prohibited. Artificial feeding greatly enhances disease infection and transmission potential, tends to lead to accelerated habitat degradation on feed sites, and attracts wildlife en route to natural winter ranges and causes them to rely unnecessarily on humans.

Paragraph 5. Domestic Pets. Not more than four generally recognized house or yard pets are permitted, provided, however, that such animals shall at all times be restrained, leashed or trained with electronic invisible "fencing" which keeps them on their Owner's Lot. Subject to the provisions of subparagraphs above, and subject to such limitations as may from time to time be set forth in the Bylaws of the Owner's Association, the Owner's Association may reduce the allowable number, restrict the type of pet, or require, that such pets be confined indoors. If any animals are caught or identified chasing or otherwise harassing wildlife or people or their vehicles, the Owner's Association shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the Owner of such animal or animals as set by the Owners Association plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife or people or their vehicles, a second occasion, the Owner's Association shall have the authority to have such animal or animals impounded or destroyed, the termination or disposition being in the sole discretion of the Owner's Association. No Owner of any animal(s) impounded or destroyed for chasing or harassing wildlife, people or their vehicles shall have the right of action against the Owner's Association or any member thereof, for the impoundment or destruction of any such animal(s).

Paragraph 6. Ranch Practices. No more than 1 farm animal for every 3 acres owned shall be permitted on each Lot on a permanent basis. These animals shall be permitted to reside provided that the necessary and approved buildings and Structures are constructed in conjunction with their introduction, full time residency and use. If the presence of horses is strictly for the purpose of summer pasturing and recreational use, and said horses are maintained within each Lot or parcel and provided that said pasturing and recreational use does not create an over-pasturing brown-out condition or void existing ground cover, then the requirement for the necessary buildings and Structures may be waived by the Design Committee. Said horses shall not cause a nuisance to neighboring Lot or parcel Owners. Barns, stables and corrals must be kept cleaned and maintained at all times. Farm animal shall mean horse, cow, llama, emu, sheep, goat or generally animals other than dogs and cats, but specifically shall exclude swine. Notwithstanding anything contained herein to the contrary, an Owner may keep no more than 1 horse for 1 acre owned on a Lot for no more than 10 consecutive nights and no more than 3 times a year. No more than 6 horses shall be kept on any Lot at any time. Total number of agricultural/equestrian buildings and

Structures allowed per Lot or parcel shall be limited to 2 unless approved by Design Committee. The maximum building height of any building shall not exceed 26 feet in total height unless approved by the Design Committee.

## **ARTICLE X ENFORCEMENT, DURATION AND AMENDMENT**

Paragraph 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Paragraph 2. Duration of Restrictions. All of the covenants, conditions and restrictions set forth in these Covenants shall continue and remain in full force and effect at all times against said property and the Owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of thirty (30) years, after which time they shall be automatically extended for successive periods of twenty (20) years.

Paragraph 3. Amendment. This Declaration may be amended by an instrument signed by not less than a Supermajority of the Owners, which instrument must be recorded in the Office of the County Clerk of Fremont County Idaho. Such amendments shall be duly executed by the Declarant and placed of record in the Office of the County Clerk of Fremont County Idaho.

Paragraph 4. Violation Constitutes Nuisance. Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarant or its successors in interest and/or by any Lot Owner; and such remedies shall be deemed cumulative and not exclusive.

Paragraph 5. Construction and Validity of Restrictions. All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or restrictions, or any part thereof, shall be thereby affected or impaired; and the Declarant, grantor and grantee, his heirs, successors and assigns, shall be bound by each Article, paragraph, subparagraph, sentence, clause and phrase of this Declaration irrespective of the fact that any Article, paragraph, subparagraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

Paragraph 6. No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants,

conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

Paragraph 7. Variances. The Board may allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein, or to grant variances in regard to the requirements contained herein, or for the purpose of enhancing views, utilizing a Lot to better advantage, and enhancing the placement of Improvements on the property, provided this may be done in conformity with the intent and purpose thereof, and also provided in every instance that such grants or adjustments shall not be materially detrimental or injurious to other property or improvements in the neighborhood. Notwithstanding the foregoing provision, no variance shall be allowed which has the effect of creating additional Lots.

Any variances or adjustments of these conditions, covenants, and restrictions granted by the Board, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

Owners may request a variance from the Board in writing. The Owners shall outline the reasons the variance is requested and supply the Board with any supporting documentation. The Board shall have twenty (20) days in which to make determination on all variance requests. A variance will require a majority vote in the affirmative of the Board to be approved, however, any variance granted by the Board may be overridden by a Supermajority of the Owners.

## **ARTICLE XI INDEMNIFICATION**

The Association shall indemnify the directors and officers of the Association to the fullest extent permitted by the Idaho Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than the Idaho Business Corporation Act permitted the Association to provide prior to such amendment).

## **ARTICLE XII WAIVER**

Neither Declarant or the Association nor their successors or assigns shall be liable to any Owner or Occupant of the Property by reason of any mistake in judgment, negligence, nonfeasance, action or inaction, or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant of any said property by acquiring its interest therein agrees that it will not bring any action or suit against Declarant and/or the Association to recover any such damages or to seek equitable relief because of same.

**ARTICLE XIII  
CONSTRUCTIVE NOTICE**

Every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

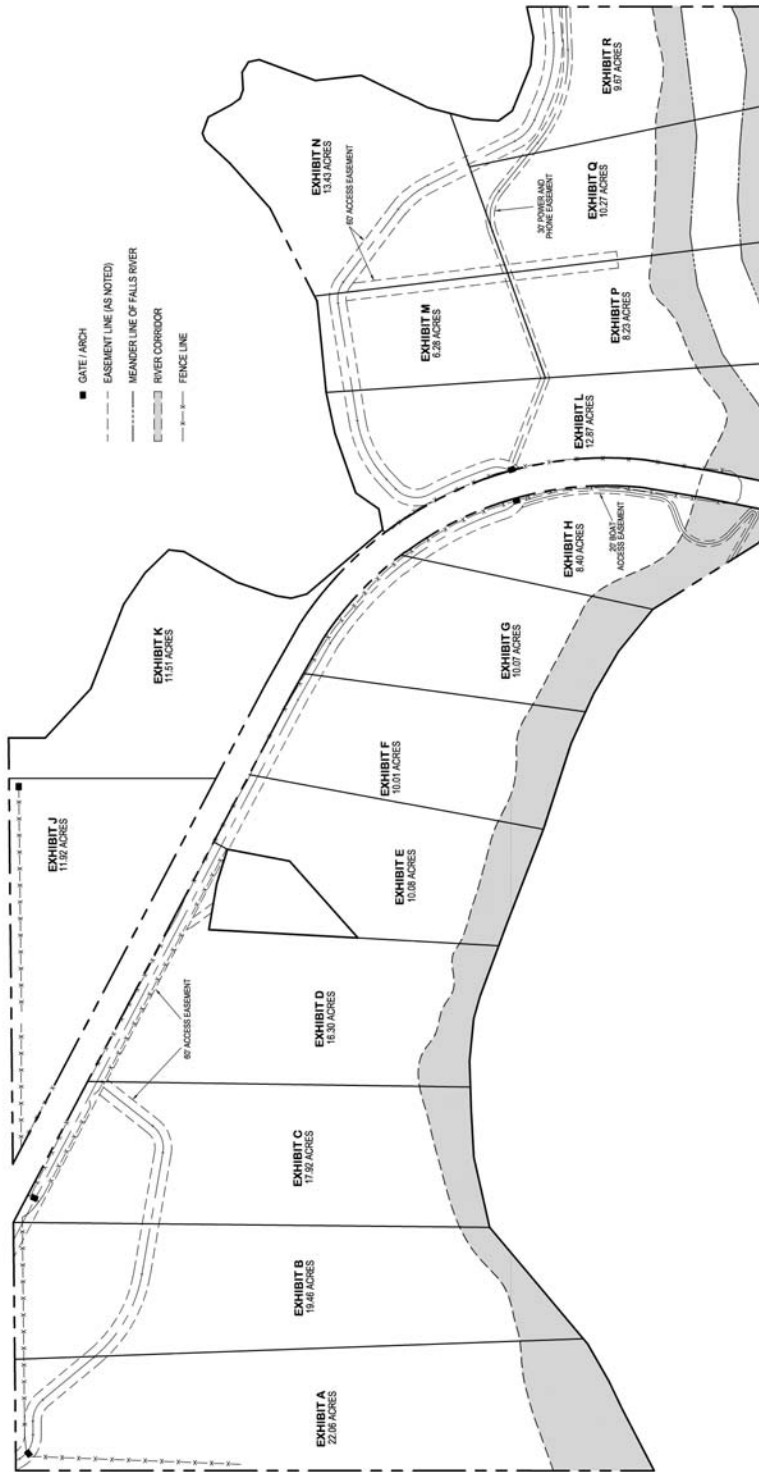
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**RAILROAD BRIDGE RANCH, LLC**

By: \_\_\_\_\_  
**DRAKE MUNSON**, Manager

# Exhibit A

## TRESTLE BRIDGE RANCH COMMON AREAS



**Exhibit B**  
**TRESTLE BRIDGE RANCH**  
**DESIGN GUIDELINES AND REGULATIONS**

I. DESIGN REVIEW REGULATIONS	28
A. TBR Design Committee	28
II. DESIGN GUIDELINES AND REGULATIONS	31
A. Topography & Site Features	31
B. Utilities and Site Details	32
C. Landscaping	33
D. Plant Materials	34
III. BUILDING GUIDELINES AND REGULATIONS	34
A. Building Height.	35
B. Roof Form.	<b>36</b>
IV. MATERIAL AND DETAIL GUIDELINES AND REGULATIONS	<b>37</b>
A. Roof Materials	37
B. Gutters, Down Spouts and Flashing	37
C. Roof Mounted Equipment and Ventilating Roof Protections	37
D. Exterior Wall Materials	37
E. Chimneys Materials, Composition and Proportion	38
F. Exterior Windows and Doors	39
G. Decks, Balconies & Terraces	<b>40</b>
H. Building Color	40
I. Energy Conservation	40
J. General	40
V. CONSTRUCTION PRODECURES	<b>41</b>
A. Approvals Required Before Construction Starts	<b>41</b>
B. Construction Regulations	41
C. Building Inspections	42
VI. SIGN REGULATIONS.	42
A. Residence Identification	42
B. Contractor-Builder-Developer	42
C. Real Estate -For Sale	42
D. Temporary	42
VII. FIRE PROTECTION REGULATIONS.	<b>43</b>
A. Compliance with Fire District Regulations	<b>43</b>
B. Burning Restrictions	43
C. Fireplaces, Wood Stoves and Pellet Stoves	43
D. Smoke Detectors	43
E. Improvements Location	43
VIII SUBMITTAL AND REVIEW PROCESS	<b>44</b>
A. Sketch Plan Review	44
B. Final Plan Review and Approval	44
IX. PLAN REVIEW CHECKLISTS	45
Exhibit C Record of Survey	51
Exhibit D River Corridor	52
Exhibit E Association Budget	53

## INTRODUCTION

TBR contains approximately 190 (+/-) acres of beautiful Fall River frontage property. Most Lots offer magnificent Teton views and all offer exceptional natural beauty with private river access. For this reason, the intent of these Design Guidelines is to preserve the natural beauty of the landscape, maintain the property values within TBR, and create a low density single family neighborhood with consistent design criteria for each Lot.

The Declaration of Covenants, Conditions and Restrictions (CC&R's) of TBR contains CC&R's, which are designed to preserve the natural beauty and value of the Property for the benefit of all Owners. This Exhibit B to the CC&R's contains design guidelines and regulations to assist Owners in the development of their building projects.

### I. DESIGN REVIEW REGULATIONS

#### A. TBR Design Committee ("Design Committee")

##### 1. Authority.

The Design Committee shall act in addition to, and not in lieu of the Fremont County Planning and Zoning Commission and County Commissioners. Owners must receive Design Committee written approval of all construction plans as a prerequisite and prior to submission of plans to Fremont County for a building permit of any kind.

No construction of, or alteration to, any Improvements whether temporary or permanent, shall be commenced on any Lot prior to receiving the written approval of the Design Committee.

It is not necessary to receive Design Committee approval for interior modifications and/or improvements that do not alter the exterior appearance of a building, or the Lot.

##### 2. Purpose.

TBR Design Committee is established to assure fair implementation of the Design Guidelines and Regulations and CC&R's.

##### 3. Duties.

TBR Design Committee is responsible for administering the Design Guidelines and Regulations and CC&R's and performing the following duties:

a. To form such reasonable rules and bylaws and adopt such procedures as it deems necessary to carry out its functions.

- b. To review all of the following it deems necessary:
  - i. Site plans, structure locations within the Building Envelopes and site sections
  - ii. Landscape plans/pasture plans
  - iii. Building drawings and specifications
  - iv. Material and color samples
  - v. Fencing and gate materials
  - vi. Signs
  - vii. Exterior lighting
  - viii. Other information it deems necessary.
- c. To enforce requirements contained within the Design Guidelines and Regulations and CC&R's and to designate such requirements where they are not called out.
- d. To reject materials, designs and colors submitted with the plans, and the plans themselves, if they are not compatible, incomplete or are inappropriate with the overall plan of the subdivision in their sole discretion.
- e. To interpret Design Guidelines and Regulations and CC&R's as it reasonably deems appropriate and make rulings thereon as it pertains to Improvements within the Development. Notwithstanding, variances shall be approved by the Board as outlined in the CC&R's.
- f. To insist upon the completion of all improvements in substantial compliance with the approved plans and specifications.
- g. To enforce, along with the Board, the Design Guidelines and Regulations and CC&R's in a court of law.
- h. To revoke or suspend approvals and order the suspension or cessation of any construction in violation of the Design Guidelines and Regulations and CC&R's or any approval issued by the Design Committee.
- i. To require that a fee be paid for the review and approval of building plans and specifications as set by the Board which represents their reasonable compensation for review of said plans. Initially the cost of the Design Review shall be \$1,500 for any home plans. The cost of Design Review for any

other out buildings shall be based on an hourly fee of \$100/hour for review services but shall not exceed the cost of the home plan review. The Design Committee may hire third party experts to review any drawings submitted to them and shall pay the third parties out of the Design Review fee. The Board may adjust the Design Review fees from time to time in its reasonable discretion to adjust for inflation.

j. To require the submission of landscape plans with all requests for review and approval of building plans.

#### 4. Liability.

Neither the Design Committee nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of the following:

a. The approval or rejection of any plans, drawings or specifications.

b. The construction or performance of any work, whether or not pursuant to approved plans, drawings, or specifications.

c. The development or manner of development of any property within TBR provided, however, that such member has acted in good faith.

#### 5. Regulations & Codes.

##### a. General Regulations.

TBR includes lands within the jurisdictional areas of Fremont County. TBR shall be consistent with all applicable Fremont County and State of Idaho regulations. In addition to these Design Guidelines and Regulations, building design will be regulated by County, State and Federal regulatory agencies having jurisdiction. The Owner or his or her agent shall be responsible for ensuring conformance with any applicable regulations, and should check with Fremont County and State of Idaho to verify that the most recently adopted edition of any applicable regulation is being used.

##### b. Density, Allowable Uses, Allowable Areas & Setbacks.

i. Density. Not more than one single family residence may be built on each residential Lot.

ii. Allowable Uses. Each residential Lot shall be used exclusively for residential purposes, and no more than one family (including its support staff and guests) shall occupy such residence, provided, however, that nothing in this subparagraph below shall be deemed to prevent 1) construction of detached garage(s) in accordance with the Design Guidelines and Regulations and

CC&R's; 2) the leasing of any Lot or Improvements from time to time by the Owner thereof, subject, however, to all of the restrictions as may be adopted from time to time by the Owner's Association; the construction of a "guest house" provided the guest house occupies its own Lot and said Lot contains a deed restriction which requires it to be sold with the home which it serves.

c. Building Envelope. Each building Lot in TBR shall at a minimum conform to setback requirements of:

Front	30'
Rear	50'
Side	20'

Additional setback requirements may be established by Fremont County.

All dwellings, exterior parking spaces, garages, carports, porches and decks shall be contained within or concentrated in a contiguous way acceptable to the Design Committee within the Building Envelope area. Barn, corrals and other out buildings do not have to be located within the Building Envelope but are subject to Design Committee approval as to design and location. Additionally, the River Corridor may not be designated as within the Building Envelope.

d. Maximum Building Footprints and Minimum Floor Areas. Single family residences shall have a maximum building footprint of 4,000 square feet, exclusive of exterior parking spaces, garages, carports, porches and decks. Single family residences shall have a minimum building footprint of 2,000 square feet, exclusive of exterior parking spaces, garages, carports, porches and decks.

The minimum floor area of any single family residence shall not be less than 2,500 square feet, exclusive of exterior parking spaces, garages, carports, porches and decks. Basement and loft space shall be considered in the calculation of minimum floor area (but not minimum footprint). Basement, loft and living areas above other structures (garages, barns, etc) shall be included in the maximum floor area. The maximum floor area of all living space in all structures shall be 7,000 square feet. Each principal residential structure shall have as a minimum an attached or detached two car garage.

6. Codes.

All construction must comply with the provisions of the latest edition of the Design Guidelines and Regulations and all applicable County, State and Federal Regulations.

**II. DESIGN GUIDELINES AND REGULATIONS**

The integration of buildings into the landscape of TBR is important to the success and appearance of the development. Site Design Guidelines and Regulations specifically serve to protect and enhance the natural landscape, view sheds and natural habitat. Building locations shall minimize the impact of cut and fill for roads, buildings, paths and other site improvements. New landscaping and plant materials shall be grouped in clusters in order to mimic existing vegetation patterns.

**A. Topography & Site Features**

1. Site Drainage.

All site plans must indicate surface drainage patterns. All grading within the development must relate to and blend into the surrounding natural landscape. Care should be taken to limit the extent of cuts and fills. All cut and fill areas must feather into the natural topography with the confines of the property boundary.

2. Driveways & Parking.

All driveways and parking areas shall respect existing land forms and vegetation. Parking areas and garage doors shall not be the primary visual element of any residence. Every effort shall be made to diminish the impact of the entry to the garage through the consideration of angles of approach and landscaping. All parking shall be within the Building Envelop, off public and private rights-of-way. At least two of these parking spaces shall be enclosed in the required two car garage.

The construction and maintenance of all driveways and culverts shall be the responsibility of the Owner. Culverts shall be equipped with flared ends, tapered into the landscape. Driveways and parking areas shall be crowned and sloped for adequate drainage and safety.

Driveway and parking surfaces shall be gravel, concrete or any other materials as approved by the Design Committee. Materials shall restrict weed growth, dust and maintain a clearly defined edge between the landscaped area and the driveway surface. Materials shall withstand deterioration from winter snow plowing and erosion.

Driveways shall be limited in width to 20 feet maximum, and to 8% slope, unless otherwise approved by the Design Committee. Where cut and fill is required to maintain grade, no greater than four feet high, and 24 feet in uninterrupted length will be allowed. All Lots are limited to not more than two driveway approaches.

**B. Utilities and Site Details.**

It shall be the sole responsibility of the Owner to contact utility companies prior to any excavation and grading, including but not limited to the following:

Fall River Electric

Fremont Telecom

1. Utilities.

Utilities shall be installed underground, including propane tanks. Television antennas and satellite dishes should be those of smaller size of the most recent technology. Satellite dishes shall be screened from adjoining Lots and streets. Television antennas shall not be visible from the street. Radio towers are prohibited on residential Lots.

Meters shall be placed in a location so as to be accessible to the meter reader and yet not highly visible from adjoining roadways or properties. Meters, transformers and other utility boxes may be concealed with landscaping or other structure, provided utility personnel are able to access equipment as needed. All conduit wires servicing the meter are to be beneath the exterior wall sheathing or enclosed.

2. Domestic Water Supply and Wastewater Treatment.

a. Owners are encouraged to use water saving appliances and devices in the design of the residence.

b. Individual, private domestic water wells installed by each Lot Owner will provide for domestic water supply needs.

c. Individual private domestic septic tanks and drain fields installed by each Lot Owner will provide for domestic wastewater disposal.

d. Both domestic water wells and domestic septic systems must adhere to State and County requirements and permitting procedures.

e. Hot tubs and swimming pools shall be located or caused to drain a minimum of 300' from the high water mark of the Fall River.

3. Exterior Lighting.

The intent of the lighting restrictions is to reduce the amount of light pollution and to be unobtrusive to neighboring properties. Exterior lighting shall be subdued, understated and indirect. Area lighting shall have concealed light sources and shall be either all white or all pale yellow. Lighting shall be "down" type and shall not

radiate out from the property or upward. In all cases, excessive glare to neighboring properties shall be prohibited.

4. Kennels.

Kennels must be placed in an area which is inconspicuous and removed from the direct view of neighbors and the primary road used to access the Lot in question. All kennels must obtain the Design Committee's approval for size, materials and location. A dog run shall be permitted provided that the size, construction and location shall have been approved by the Design Committee.

**C. Landscaping.**

In general, landscaping within TBR should link the development to the native landscape. When completed, the buildings within TBR should complement the natural landscape. Through effective use of planting, the architectural elements can be softened and blended into the land forms and vegetation of the site. New plant materials should respect existing plant patterns. Trees, shrubs and ground cover should be placed in groups of similar species, rather than alone or with a number of other species. In an effort to blend with the surrounding environment and acknowledge the extreme conditions of temperature and moisture, an informal landscape using indigenous plant materials is recommended.

Owners shall landscape a minimum of ¼ acre around their residence. Owners will also be required to plant a minimum of 50 aspen trees within their Building Envelope.

All Owners are required to maintain their grounds. Should the Owner be a part-time resident, maintenance contracts shall be entered into with local landscape and maintenance companies. If grounds are not being maintained, the Owner will be notified to rectify the situation. If maintenance is ignored, arrangements will be made to have the necessary work done and the Owner will be billed.

The Design Committee requires that all disturbed areas during the building process be restored to their natural state, or landscaped to a degree that is acceptable to the Design Committee. Planting of wild grass seed over a disturbed area is not sufficient to restore the land. Owners and their builder should designate land areas that will not be disturbed during construction. All areas disturbed by construction shall be re-seeded with vegetation types approved by the Fremont County Weed Control officer. All properties within TBR shall also be controlled for noxious weeds. It is the Owner's responsibility to restore and landscape his or her property. A detailed landscape plan must be presented to the Design Committee for approval at the time building plans are submitted.

Landscaping should be completed no later than nine months after the construction of the building.

1. Screening.

Planting can be used effectively to screen yards and decks for privacy and to avoid glare from sources such as automobile head lamps. Sight lines at roadway shall be preserved by holding plantings back sufficiently from the roadway. As a basic solar consideration, clusters of evergreens should be placed on the north and east sides of a building to provide a wind break from prevailing winter winds. Deciduous trees and shrubs can be placed on the southern and western side to provide shade in the summer months and allow sun to penetrate to the building during the winter months.

2. Snow Storage.

Plants located in snow storage areas or in areas of snow and ice shedding should be able to withstand the accumulated snow loads.

**D. Plant Materials.**

Since many factors affect the success of plant material, a qualified landscape architect or contractor familiar with local conditions should be consulted. The selection and location of plant materials by individual Owners shall minimize irrigation water usage.

**III. BUILDING GUIDELINES AND REGULATIONS**

The intent of the following building requirements are to provide a continuity to the overall look and feel of the project, while allowing for individual expression. Through the use of materials and color, all structures will blend into the surrounding site. These regulations specifically require custom designed homes and other farm/ranch structures that are sensitive to environmental conditions and specifically prohibit tract type designs, inadequate site planning solutions, unorthodox design solutions or other problematic approaches that impair or erode property values and/or aesthetic values.

The Design Guidelines and Regulations at TBR stress traditional themed homes. The homes are to be designed to reflect the aesthetic and lifestyle values of the older traditional farm styles and ranches while providing contemporary floor plans consistent with the needs of today's families. Examples of this type of home are craftsman style, post and beam, log or timber frames homes.

The design should emphasize the following elements:

- Highly visible and roomy front porches with depths of a minimum of 6' - 8'.
- Highly visible, well accented and weather protected front door entry areas.

- Traditional double hung and divided light windows with strong external accent trim. Emphasis should be placed on breaking up large spans of vertical glass with exterior trims and accents.
- Appropriate use of exposed beams, contoured rafter tails, natural looking roof materials, stone/brick accents, traditional look siding materials with emphasis on horizontal materials and wood shingles contrasted with vertical elements.
- Strong “Story Book” roof shapes with dormers and shed dormers.
- Appropriate use of subdued colors to tastefully define and embellish the architectural character of the homes.
- Emphasis on the re-creation of the charm and aesthetics of the historical “Bungalow”, “Craftsman”, “Country Style”, or “Cottage” type houses
- “Four Sided” architecture that is pleasing and friendly on all sides.
- Low profile, carefully adapted structures that conform to the rolling land forms and minimize visual impact.

These criteria outlined above will be of paramount importance in the review and approval process of house plans and building plans by the Design Committee.

#### **A. Building Height.**

Building heights shall be limited to a maximum of 25 feet for roof slopes less than 6:12 and 30 feet for roof slopes greater than 6:12. Building height shall be measured from the highest roof ridge to the lowest adjacent grade.

On complex buildings with multiple heights, the building height shall be determined by calculating the highest ridge line of the building, and measuring to the average of the highest and lowest finished grade. Finished grade shall be the final elevation of the surface material, whether soil, paving, or decking, adjacent to the building as shown on the Architect’s drawings.

With the approval of the Design Committee, chimneys, cupolas, and other architectural features may exceed the given height limitations by no more than 4 feet.

Where topographic characteristics allow, buildings should be “benched” or “stair stepped” into the hillside following the natural slope. There shall be a minimum of 12 feet of horizontal separation for each story or level of a structure for hillside Lots. If a second floor is utilized, the first and second floors should not be uniform in dimensions and symmetry. The Design Committee can use discretion and flexibility in the enforcement of this requirement as necessary to achieve acceptable aesthetic solutions.

## **B. Roof Form.**

The architecture should complement and respond to the natural qualities of the landscape. The consistency and compatibility of roof shapes, pitches and materials will contribute significantly to the continuity of the character of TBR. The following Design Guidelines and Regulations have been developed to allow for distinct building forms while addressing the character of the entire community. When refining roof forms consideration should also be given to the prevention of excessive snow build-up and snow shedding.

### **1. Shape and Pitch.**

When considering roof shapes and pitches for buildings, designers should consider the simple gable shapes and steep pitches of buildings found within many of the surrounding clusters of farm buildings. Lower roof forms are preferred for exposed hilltop sites. Mansard roofs, pseudo-mansard roofs, curvilinear roofs, and A-frame roofs are not allowed. Primary roof forms shall not be greater than 9:12. Secondary roofs may be shed roofs with pitches not less than 4:12 when attached to major building forms.

The Design Committee reserves the right to waive the minimum or maximum roof pitch requirement when, in its sole judgment, a lower or higher roof pitch is more appropriate for the design of a building, and does not compromise the integrity of the project. This privilege may be exercised by the Design Committee without relinquishing its right to enforce the minimum requirement on other projects.

### **2. Dormers, Secondary Roofs, Skylights and Solar Collectors.**

Dormers and secondary roofs are encouraged, both to add interest and scale to major roof areas and to make habitable use of space within the roofs. Dormers and secondary roofs may have gable, hip or shed forms and may be stacked in multiple forms.

When designing the location of skylights, consideration should be given to both the interior and exterior appearance of the unit. Locations should also be coordinated with window and door locations. Skylights shall be located away from valleys, ridges and all other areas where drifting snow may hinder the performance and safety of the unit. Skylights should be of high quality, insulated, double pane construction.

Use of solar collectors shall be integrated into the overall roof design, and shall be placed flush with the slope of the roof or wall of the building.

### **3. Entry Definition, Overhangs & Fascias.**

Action should be taken in design to minimize shedding of snow and ice toward driveways, sidewalks, porches, decks, balconies or any other areas which may be damaged or cause injury.

Entrances should be expressed with gable or shed roof forms and protected with adequate overhangs. All roofs shall have overhangs of at least 2 feet. All fascia materials shall be a minimum of 8 inches. Built-up fascias of 12 inches are preferred.

#### **IV. MATERIAL AND DETAIL GUIDELINES AND REGULATIONS.**

Materials in TBR shall be selected for the quality, durability and maintenance characteristics. The following are the only allowable materials in TBR.

##### **A. Roof Materials.**

Roof materials above occupied areas of buildings, or in areas exposed to the sun, mechanical vents, and heat from adjacent chimneys shall be carefully selected to address the freezing and thawing cycle common to most roof designs. Cold roof systems with adequate ventilation and insulation are recommended.

Roof materials shall be constructed of fire resistant materials carrying a Class A or Class B rating.

The following are the only acceptable roof materials:

- Class A or B treated wood shakes or shingles.
- Natural and synthetic slate tiles.
- Class A asphalt random tab shingles in an “architectural” grade acceptable to the Design Committee.
- Other similar materials, as allowed by the Design Committee including corten metal, or muted metal colors acceptable to the Design Committee.
- All roof flashing vents, hoods, and roof accessories shall be copper or a pre-finished metal that blends with the color of the roofing material selected.
- No shiny or reflective roofing or flashing, vents, hoods, and roof accessories are allowed.

##### **B. Gutters, Down Spouts and Flashing.**

Gutters and down spouts are allowed but they must be of a color and finish that blends with the finish colors of the structure. Unpainted gutters, down spouts or flashing is not allowed. Flashing materials shall be of copper or painted or anodized sheet metal.

##### **C. Roof Mounted Equipment and Ventilating Roof Protections.**

All roof mounted equipment shall be integrated into the overall roof design and screened. All sewer, bath fan, hot water heater, wood or gas stove, or other roof venting stacks shall be painted a color as similar as possible to the roof material color.

**D. Exterior Wall Materials.**

The character of the building exterior should be kept simple in order to harmonize and compliment the surrounding environment of the site. Natural materials and subdued colors should predominate the main body of the building. Exterior trim can be more colorful and contrast with the main body.

The Design Committee shall consider materials not listed below that maintain the aesthetic continuity of TBR, including pre-finished composite wood products and synthetic siding materials.

1. Stonework.

Stonework shall not be applied to individual wall surfaces in order to avoid a veneer-like appearance. Artificial stone shall be permitted as an exposed material. Detailed drawings of all stonework shall be included with the Final Plan Review materials.

2. Unit Masonry.

Unit masonry materials shall be limited to brick, as approved by the Design Committee. Brick surfaces shall be limited to 20% of the exterior surface area, and shall not be applied to individual wall surfaces in order to avoid a veneer-like appearance.

3. Concrete.

Exposed concrete foundation walls between ground level and exterior wall siding shall be a maximum of 8 inches. Foundation exposure over 8 inches shall be finished with synthetic textured stucco (stained a subdued color in harmony with the building), stone, or treated wood.

4. Stucco.

Limited/subdued use only is to be allowed. Synthetic stucco shall be permitted providing that the finished surface is adequately textured to obscure the pattern of insulation panels. Synthetic stucco surfaces shall be a subordinate portion of the exterior surface area, and shall not be applied to individual wall surfaces in order to avoid a veneer-like appearance.

5. Wood Siding/Wood Product Siding.

Smooth or rough sawn wood siding shall be an acceptable exterior wood sheathing material. Wood shingles shall be used only as smaller scale accents to the larger scale materials of the exterior walls. All wood siding shall be painted or stained. Other wood product siding will be considered by the Design Committee on a case by case basis.

6. Natural Log.

Natural, hand peeled log materials, assembled with irregular diameters and lengths, shall be the only acceptable uses of log products. Prefabricated kit homes, including prefabricated homes of any type, shall not be allowed.

**E. Chimney Materials, Composition and Proportion.**

Chimneys, flues and vents can be used to create visual contrast to the dominant roof forms of the buildings within TBR. All flues shall be enclosed with a chimney cap and fitted with a spark arrester. No exposed metal or clay flues shall be allowed. All chimney forms shall relate to the overall building, all flues shall be masonry and shall be covered with either stone, brick or stucco. No chimney's enclosures shall be clad in wood, unless specifically approved by the Design Committee.

Chimneys and flues shall be located to avoid smoke and fumes at ground levels created by down slope winds. Buildings adjacent to steep slopes or with unique roof configurations shall give special attention to down drafts. All chimneys shall be located as high as possible on the upwind side of the roof to ensure adequate disbursement of smoke.

Building vents and flues for such functions as ventilation and exhaust should be consolidated into enclosures wherever possible and should typically be concealed from public view.

**F. Exterior Windows and Doors.**

1. Scale, Composition & Proportion.

Window and door patterns and reveals should be carefully studied to create interest, variety and consistency and door locations shall be carefully considered to avoid being obscured by accumulating snow.

2. Solar Orientation and Exposure.

The design and location of exterior windows should respond to the solar orientation of the building. Energy considerations should be addressed in the building design.

3. Materials.

Windows and doors shall be constructed of natural, stained or painted wood, or pre-finished enamel or colored aluminum cladding. All glazing shall be framed in walls of stone, stucco or wood. Glass curtain walls shall not be approved. Mirrored glass shall not be used.

Glass storm panels, set within the window sash, may be used within divided light windows, provided that the storm panel is installed on the interior side of the window. Divided light glass must be authentic appearing. Authentic appearing snap-in grills will be considered.

4. Garage Doors.

Garage doors shall be subdued and oriented away from the street, and shall be de-emphasized in the elevation of the building. Doors shall be recessed a minimum of 6 inches in an exterior wall, and shall be subdivided with secondary materials. Exceptions shall be reviewed by the Design Committee on a Lot by Lot basis. Garage doors should be the primary color of the building.

**G. Decks, Balconies & Terraces.**

1. Design.

Decks, balconies and terraces shall be designed to enhance the overall architecture of the building by creating variety and detail on exterior elevations. Combinations of covered decks, projecting balconies and bay windows are encouraged. Terraces should be used to integrate the building and landscape by creating a transition between the built and natural character of the site.

2. Materials.

Low level decks shall be skirted to grade. Decks which are not practical to skirt shall be designed to assure that the underside of the deck is integrated with the design of the building. Exposed anodized aluminum joist hangers will be allowed, so long as they are not visible from adjoining streets and properties. Posts shall be a minimum of eight inches square, and should be paired together to diminish a thin visual appearance. Materials and colors shall be consistent with the building and surrounding landscape.

**H. Building Color.**

Exterior color schemes throughout TBR shall emphasize the natural tones of the surrounding natural environment. Large exterior wall surfaces shall be painted or stained with neutral tones. Color schemes shall emphasize the contrast between the basic wall surfaces and accented details. All exterior color schemes shall be

reviewed by, and approved by the Design Committee as a part of the Final Plan Review & Approval.

**I. Energy Conservation.**

All residential buildings shall meet the following minimum standards for roof and exterior wall insulation:

- Roofs: R-49
- Walls: R-21 (including foundation walls)

**J. General.**

TBR is a neighborhood specifically designed to accommodate quality homes in a setting where property values and environmental values will be protected. The Design Committee is charged with the important responsibility to see that homes at TBR are well designed, properly sited, landscaped and constructed according to Design Committee approvals. The Design Committee is responsible to review house designs and has the authority and discretion to approve, disapprove or approve with conditions any and all design submissions. Highly qualified design professionals (architects, home designers and landscape architects) shall be retained to aid each property Owner in achieving sound design solutions. The Design Committee has the right to approve or disapprove all design submissions.

**V. CONSTRUCTION PROCEDURES**

**A. Approvals Required Before Construction Starts.**

1. Permits.

Construction shall not commence until Final Plan Approval has been received from the Design Committee and a building permit has been issued by appropriate agencies. Building construction must strictly conform to the approved final plan and must be completed within twelve (12) months after obtaining the building permit unless specific written extension is granted by the Design Committee.

No accessory structure, buildings, garages or sheds shall be constructed or maintained on any Lot prior to the construction of the main structure of the residence; provided however, that the provisions of this sub-paragraph shall not apply to temporary construction shelters or to the guest house which may be constructed and occupied for no more than 2 years prior to the completion of the primary residence. An Owner desiring to construct Improvements shall establish an escrow account with the Association of \$2,500 upon receipt of Design Committee approval and a building permit which shall be held until completion of any Improvements to ensure the Lot is restored to a clean and well maintained condition.

2. Approvals. All modifications to previously approved construction and landscape plans must be resubmitted to be approved by the Design Committee.

**B. Construction Regulations.**

1. Noise Abatement and Hours of Work.

Blasting, heavy equipment operation, and other loud noise from construction shall be prohibited between dusk and dawn. All blasting will require prior written approval of the Design Committee. The Owner/owner's agent shall take necessary precautions and notify adjacent property owners, local traffic, pedestrians, etc. prior to blasting.

2. Construction Staging and Material Storage.

All construction staging, including but not limited to, material storage, equipment storage, construction trailers, etc., must take place within the Lot for which the building permit was issued unless an alternate staging area is approved in writing by the Owner's Association.

3. Trash Containment and Removal.

Trash and construction debris shall be kept in containers, and be emptied on a regular basis to insure sufficient room to store trash at end of each working day. It shall be the responsibility of the general contractor to remove and dispose of, at an authorized county land fill, any excess trash and construction debris. Uncontrollable blowing construction debris from construction sites will not be tolerated. Fines may be imposed by the Owners Association or Design Committee at their discretion.

4. Temporary Structures.

A small job office or trailer may be located on the site during the construction period. The job office must be removed from the site prior to occupancy.

5. Erosion Control.

All disturbed areas of the site shall be protected from erosion during and after the construction to insure soil stabilization, sediment control, and timely re-vegetation.

**C. Building Inspections.**

The Design Committee will not inspect projects for building code conformance. The Design Committee will however, from time to time review the construction sites for conformance to these Design Guidelines and Regulations.

It is the responsibility of the Applicant or the Applicant's builder to contact the State and other authorities regarding electrical, plumbing and other required inspections for building code conformance.

## **VI. SIGN REGULATIONS.**

All signs, posters, displays or advertisements are prohibited unless they have received the approval of the Design Committee prior to installation or use. Signs covered by these requirements include:

### **A. Residence Identification.**

Numbers shall be at least 3 inches high and ½" wide in stroke. The identification shall be clearly visible to emergency vehicles from the adjacent street at all times.

### **B. Contractor-Builder-Developer.**

Construction signs shall be placed on a Lot only during the construction period. The sign shall not be larger than sixteen (16) square feet in size and be of a color that is harmonious with the structure being built and the surrounding area. The sign must be removed immediately upon issuance of a certificate of occupancy or no longer than one year, whichever occurs first. Construction signs shall contain only the names of the project, Owner, architect, and general contractor.

### **C. Real Estate -For Sale.**

Real estate signs shall be no larger than five (5) square feet in size, and shall be placed on a Lot by Owners or their agents. Signs must be removed immediately upon closing of the sale or listing expiration. The use of For Sale signs shall be regulated by the Design Committee through the promulgation of policies issued from time-to-time. For sale signs indicating the sale of a spec home or the re-sale of an existing residence are allowed.

### **D. Temporary.**

Signs of a temporary nature such as "Open House" or "Model" need not be approved by the Design Committee but must be removed when not in use, and shall not exceed five (5) square feet in size. Larger signs and banners must be approved by the Design Committee. Political signs are prohibited.

## **VII. FIRE PROTECTION REGULATIONS.**

### **A. Compliance with Fire District Regulations.**

All residents must provide adequate access routes for the North Fremont Fire District. Standing and fallen vegetation surrounding all buildings must be cut, trimmed and/or reduced according to the Fire District standards. Street numbers and residential identification signs shall be clearly visible to emergency vehicles from the adjacent street at all times. A standard lighted driveway address sign detail will be specified by the Design Committee and is required for each residence at the cost of the Lot Owner.

### **B. Burning Restrictions.**

There shall be no exterior fires whatsoever except barbeque fires contained within receptacles, and fires as may from time to time be permitted by the Owner's Association rules. The burning of trash, organic matter, or miscellaneous debris shall be prohibited whether in the open or in trash burning receptacles, except for county permitted burning of construction materials during building construction, if applicable.

The discharge of firearms and fireworks is prohibited on all Lots, Common Areas, open space, access and utility easement areas, and roads.

All bulk fuels, bulk storage of combustible fuels are prohibited unless properly permitted and specifically reviewed and approved by the Design Committee.

### **C. Fireplaces, Wood Stoves and Pellet Stoves.**

The Design Committee recommends that residents burn only natural gas or low emission solid fuel materials (such as newspaper, untreated wood and lumber, and products manufactured for the sole purpose of use as fuel) in a solid fuel burning device such as a wood burning fireplace, wood stove, or pellet stove.

Wood stoves are acceptable solid fuel burning devices, but must be fitted with a catalytic converter.

Chimney and flues shall be cleaned and checked regularly due to the collection of creosote from the soft woods used. Spark arresters shall be provided around the mouth of the chimney, stove pipe or vent or any heater, stove or fireplace. Spark arresters shall be cleaned regularly to remove deposits.

### **D. Smoke Detectors.**

Smoke detectors shall be installed on each level of dwelling unit, and elsewhere as required by code.

## **E. Improvements Placement**

The location of any Improvements shall be proposed by the Lot Owner and approved by the Design Committee.

## **VIII. SUBMITTAL AND REVIEW PROCESS**

The design review process must be followed for any of the following:

- Construction of any building.
- Renovation, expansion, or refinishing of the exterior of any building.
- Interior changes which affect the major function of a building.
- Major landscape, road or parking changes.
- Exterior lighting changes.

In addition to meeting the requirements of these Design Guidelines and Regulations, an Owner must comply with the requirements of all governing agencies including Fremont County and the State of Idaho in order to obtain a building permit, Certificate of Occupancy, Temporary Certificate of Occupancy or similar occupancy approval.

All plans submitted to the Design Committee shall be of an architectural quality prepared by a licensed architect or approved home designer. The Design Committee shall reject materials, designs and colors submitted with the plans, and the plans themselves, if they are not compatible or are inappropriate with the overall plan of the subdivision.

TBR design review process has two steps: Sketch Plan Review and Final Plan

### **A. Sketch Plan Review**

The Sketch Plan Review addresses the conceptual design of the project and adherence to the “stair stepped” one story philosophy. The review will address planned improvements, building elevations, building sections, roof design, architectural character or expression, exterior materials, site conditions, grading, drainage and erosion control measures. See Final Plan Review Checklists and Evaluation Criteria for complete submission requirements.

### **B. Final Plan Review and Approval.**

The Final Plan Review & Approval includes the following steps:

1. Upon approval of the Sketch Plan the Owner/architect shall prepare and submit two copies of the final plan which shall include all information required by the Final Review Checklist.

2. Design Committee will notify Owner in writing of the Final Plan Approval decision within 20 days.

3. Upon issuance of written approval, the Owner may apply for a building permit and design approval from the governing authorities.

## **IX. PLAN REVIEW CHECKLISTS**

- Site plans indicating Building Envelope, easements, setbacks, existing tree masses, stream corridors, landscaping materials, new & existing contours @ 2'-0" intervals, site drainage, location of retaining walls, well and septic facility, orientation of garage, driveway materials & width, location of site section and other proposed improvements such as fences, gates, etc. (Scale: 1" = 20' min.)
- Site sections indicating ridge line location, % of slope, extent of cut and fill, retaining walls, conformance with building height restrictions Scale: 1" = 20' min.)
- Floor Plans (Scale: 1/16" or 1/8" = 1'-0")
- Exterior Elevations of all sides of proposed buildings (Scale: 1/8" = 1'-0")
- Roof Design (Scale: 1/8" = 1'-0")
- Exterior Materials
- Building Height Sketch showing height.
- Written Statement summarizing setback, height and square footage or proposed construction and whether any variance requests will be made

Two copies of all necessary materials for the Final Plan Review & Approval must be submitted to the Design Committee at least 10 days prior to their next scheduled meeting. They can only approve a final plan submittal when each of the items listed below has been submitted and approved.

- TBR Plan Review Fee

- [ ] Square footage summary (each floor and total)
- [ ] Statement of building height and building height calculations
- [ ] Site plan (Scale 1"= 20) must show the following:
  - [ ] Property boundaries
  - [ ] Easements and setbacks
  - [ ] Existing and proposed contours at two foot intervals
  - [ ] Building footprint
  - [ ] Utility meters
  - [ ] Transformers
  - [ ] Trash enclosure
  - [ ] Service lines for water, sewer, gas, telephone, cable TB and electric (existing service to building, if applicable), well and septic system.
  - [ ] Proposed roads, walks, driveways, parking, decks, pools, patios accessory building and all site improvements.
  - [ ] Materials to be utilized for construction of roads, walks, driveways, decks, pools and patios
  - [ ] Surface drainage
  - [ ] Finished floor elevations
- [ ] LANDSCAPE and IRRIGATION PLAN (same scale as Site Plan)
  - [ ] Extent and location of all plant materials and landscape features
  - [ ] Final Grading, extent of cut and fill
  - [ ] Plant schedule identifying material to be used
  - [ ] Proposed treatment of all ground surfaces (turf, ground cover, mulch, pavers, etc.)

- Extent of turf areas to be mowed and irrigated (transition zone maintained, irrigation method indicated)
- Existing plant materials and natural site features (e.g., creeks) which are to remain on site
- Proposed seed mixes and rate
- Lighting location type and wattage
- Details of fencing
- BUILDING DRAWINGS (Scale ¼" = 1'-0")
  - Floor Plans showing square footage
  - All exterior elevations showing finished grade, materials, windows, doors, colors, graphics, details and lighting with color boards and samples of products to be used
  - Primary roof pitch
  - Secondary roof pitch
  - Conformance with building height restrictions
  - Project Specifications, including use of water saving devices
  - Full scale material board indicating exterior wall and trim materials, exterior stone samples, window colors, roof materials and flashing, exterior paving materials, exterior finish colors.
  - Exterior lighting fixture cut sheets

Note: AFTER FINAL PLAN APPROVAL HAS BEEN OBTAINED, NO CHANGE FROM APPROVED PLANS SHALL BE MADE WITHOUT THE REVIEW AND WRITTEN APPROVAL OF TBR DESIGN COMMITTEE. WRITTEN APPROVAL BY THE DESIGN COMMITTEE IS A PREREQUISITE FOR APPLICATION TO FREMONT COUNTY, IDAHO FOR THE REQUIRED COUNTY BUILDING PERMIT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE MORE RESTRICTIVE OF THESE CC&R'S AND THEN CURRENT THE FREMONT COUNTY CODE SHALL APPLY. DECLARANT MAKES NO

WARRANTIES OR REPRESENTATIONS THAT ANYTHING OUTLINED HEREIN SHALL BE ALLOWED BY FREMONT COUNTY CODE AND IT IS UP TO THE HOME OWNER TO INVESTIGATE ADDITIONAL RESTRICTIONS OR CONDITIONS OF COUNTY APPROVAL.

I hereby certify that all information on this sheet has been provided to TBR Design Committee.

Owner \_\_\_\_\_ DATE \_\_\_\_\_

**Exhibit C**

Record of Survey



Exhibit D  
River Corridor

Exhibit E  
Association Budget

**Trestle Bridge HOA Fees**  
With Tenant Farming  
Agreement\*  
2008

	Year Cost Est.	Monthly Cost	Cost per lot	Monthly Fee	
Water share usage	\$ 700.00	\$ 58.33	\$ 43.75	\$ 3.65	
Landscape Maint.	\$ 2,000.00	\$ 166.67	\$ 125.00	\$ 10.42	
Snow Removal	\$ 2,800.00	\$ 233.33	\$ 175.00	\$ 14.58	
Road Maint.	\$ 1,500.00	\$ 125.00	\$ 93.75	\$ 7.81	
Boat Ramp Maint.	\$ 400.00	\$ 33.33	\$ 25.00	\$ 2.08	
Weed Control	\$ 2,000.00	\$ 166.67	\$ 125.00	\$ 10.42	
Fence/Gate Maint.	\$ 500.00	\$ 41.67	\$ 31.25	\$ 2.60	
Insurance	\$ 1,000.00	\$ 83.33	\$ 62.50	\$ 5.21	
Property Taxes on Boat Ramp	\$ 300.00	\$ 25.00	\$ 18.75	\$ 1.56	
Office Expenses	\$ 100.00	\$ 8.33	\$ 6.25	\$ 0.52	
Management Fees	\$ 5,000.00	\$ 416.67	\$ 312.50	\$ 26.04	
<b>Totals</b>	<b>\$ 16,300.00</b>	<b>\$ 1,358.33</b>	<b>\$ 1,018.75</b>	<b>\$ 84.90</b>	<b>**</b>

\*Assumes tenant farmer takes care of irrigation and farming. Expect some income on the farming to offset the above fees.

\*\*Monthly Fees will be  
\$85/month