

PROTECTIVE COVENANTS  
RAINEY CREEK MEADOWS  
(AMENDED AND RESTATED)

I.

These Protective Covenants (these "Protective Covenants") amend, restate, supersede, and replace the original Protective Covenants recorded as Instrument No. 934025, records of Bonneville County, Idaho (the "Original Protective Covenants"). The Original Protective Covenants, by their terms, provided for the amendment of such Original Protective Covenants and appointment of an architectural control committee, from time to time, by a majority of owners of lots within said subdivision. The undersigned, constituting the owners of a majority of lots within said subdivision, hereby amend the Original Protective Covenants and appoint members of the architectural control committee as hereinafter set forth.

II.

The property to which these Protective Covenants pertain is the following described property located in Bonneville County, Idaho ("Rainey Creek Meadows Divisions 1 & 2"):

Rainey Creek Meadows Division No. 1 in the City of Swan Valley, Bonneville County, Idaho, according to the plat thereof recorded December 23, 1996, as Instrument No. 933998, records of Bonneville County, Idaho; and

Rainey Creek Meadows Division No. 2, City of Swan Valley, Bonneville County, Idaho, according to the plat thereof recorded April 27, 1998, as Instrument No. 966764, modified by that certain Affidavit of Correction, recorded as Instrument No. 967536, records of Bonneville County, Idaho.

All property described in the Original Protective Covenants that is not included within Rainey Creek Meadows Divisions 1 & 2, as described above, is hereby removed and released from these Protective Covenants, and neither the Original Protective covenants nor these Protective Covenants shall apply to or constitute equitable servitudes with respect to any such property.

In accordance with the Architectural Committee Meeting Minutes dated February 7, 2003, the use of the seventeen-acre Parcel No. A of Rainey Creek Meadows Division No. 2 as a guest ranch, consistent with its traditional and ongoing use, is expressly permitted and shall not be considered a violation of these Protective Covenants, notwithstanding any provision herein to the contrary.

In addition, that portion of Lot 1, Block 2 of Rainey Creek Meadows Division No. 1, comprised of approximately 34,467 square feet, that is used in connection with said Parcel No. A, shall be permitted the same use as said Parcel No. A, notwithstanding any provision herein to the contrary.

III.

NOW, THEREFORE, the undersigned do hereby certify and declare that all or any portion of the above described lots shall be owned, held and enjoyed by the respective grantees thereof, their heirs and assigns, subject to the following restrictions.

1. LAND USE AND BUILDING TYPE. Except as provided otherwise herein, all lots shall be used for residential purposes only. Small home businesses or property rental for residential use shall be allowed. No building shall be erected upon any lot other than one single family dwelling, one guest dwelling, and one barn or other similar building for livestock purposes or a private garage. No building to exceed two stories in height, plus basement level, which may be walk out.
2. ARCHITECTURAL CONTROL. No building, including outbuildings, shall be erected, placed or altered on any lot until complete construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to: quality of workmanship and materials, harmony of external design and materials with existing structures and environment, and location with respect to topography and finish grade elevation. Such plans and specifications shall be submitted to the architectural control committee at P.O. Box 626, Ririe, ID 83443, or such other address as the committee may designate by written notice to the lot owners at their last known address.
3. All buildings approved for construction by the architectural control committee must be completed no later than one year from the day construction is started.
4. DWELLING SIZE. The ground floor area of the main structure, exclusive of garage, shall be not less than 1,000 square feet.
5. FENCES. Lot perimeter fencing shall comply with all provisions of the Idaho Code, such as Idaho Code Section 35-101 which states that a lawful fence must be no less than four and one-half (4 ½) feet high, and the bottom board, rail, pole or wire must not be more than twenty (20") inches above the ground, and the space between the top and bottom board, rail, pole or wire must be well divided. Property owners shall be responsible for maintenance of such fences and shall be responsible for any trespass of any animals owned by such property owner.
6. LOT SIZE. No lot is to be further subdivided.
7. EASEMENTS. Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown on the recorded plats described above.
8. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Outdoor storage of personal property, including but not limited to motor

vehicles, trailers, campers, boats, machinery, implements, building materials or tools, is prohibited; provided, however, the foregoing restriction does not prohibit outdoor parking or placement of such items if such items are in normal, regular use.

9. TEMPORARY STRUCTURE. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used for longer than 30 days on any lot at any time without the written consent of the architectural control committee.
10. SIGNS. No permanent sign of any kind shall be displayed to the public view on any lot, except signs showing the owner's name, the property or location name, a conventional number sign, or signs restricting trespass and/or hunting.
11. GARBAGE AND REFUSE DISPOSAL. No rubbish, trash, garbage or other wastes shall be dumped on any lot. Lots must be kept clean and all rubbish, trash, garbage, or any debris must be kept in sanitary containers. If lot is left unattended, with garbage, wastes, or any materials that are unsightly, the architectural control committee may cause the property to be cleaned and the costs will be assessed to the owner.
12. LIVESTOCK AND POULTRY. Except as provided in paragraph 13 below, no livestock animals, except (1) or (2) horses, are permitted. No swine, fowl, or cattle of any kind shall be permanently kept on any lot, tract, or parcel of such property for commercial use. Dogs, cats, or other animals shall be confined to the owners' property and may be kept provided they are not bred or maintained for any commercial purpose.
13. WEED AND FIRE CONTROL. Lot owners may take reasonable measures to control and prevent the spread of weeds and other plant growth on their respective lots and to protect against fire hazards, which measures may include, without limitation, mowing, swathing, baling and grazing of livestock. All grazing shall be confined to each respective owner's lot(s).
14. ARCHITECTURAL CONTROL COMMITTEE. For a period of five (5) years from the recording of these Protective Covenants, the architectural control committee shall be composed of Jim Matheson (as designee of the Matheson Family Trust), Boyd Foster (as designee of Foster Company), and Julie McGrath. Any member of the committee may designate a representative or successor to act for it. In the event of death or resignation of any member of the committee, in the absence of a designated successor, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the committee, nor their designated representatives, shall be entitled to any compensation for services performed pursuant to these Protective Covenants. After such five-year period, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee and to modify the powers and duties of the committee.
15. PROCEDURE. The committee's approval or disapproval as required in these Protective Covenants shall be in writing, addressed to the lot owner at his/her last known address and shall be deemed given upon mailing. In the event the committee fails to approve or

disapprove such plans and specifications which have been submitted to it within 30 days after such submittal, further approval will not be required.

16. COVENANT PERIOD. These Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.
17. ENFORCEMENT. Enforcements shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, by such person or persons claiming such violation, to restrain violation and or to recover damages; and the architectural control committee has the right, but no responsibility, for any such enforcement as such covenants are running with the land and shall be enforced as set out herein. In the event that any legal action, with or without suit, is commenced in order to enforce these covenants, the lot owner(s) found to be in violation of these Protective Covenants shall be responsible for all reasonable attorneys fees and costs incurred by other lot owners within Rainey Creek Meadows Divisions 1 & 2 in enforcing these Protective Covenants.
18. SEVERABILITY. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision thereof shall not affect the validity or enforceability of any other provision hereof.

#### IV.

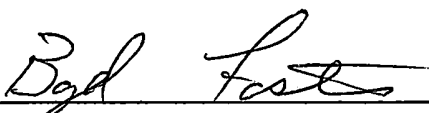
We the undersigned, being owners of a majority of lots in Rainey Creek Meadows Divisions 1 & 2, do hereby ratify and approve the above Protective Covenants and consent to be bound thereby, as evidenced by the attached consents.

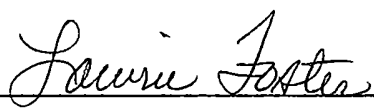
**CONSENT TO FIRST AMENDMENT TO  
PROTECTIVE COVENANTS OF RAINEY CREEK MEADOWS**

The undersigned owner(s) of the lot(s) indicated below in Rainey Creek Meadows, Bonneville County, Idaho, hereby consent(s) to the foregoing Protective Covenants of Rainey Creek Meadows (Amended and Restated).

Lots owned by the undersigned:      Lot 7, Block 1,  
                                                              Lots 3, 4, 5, 6, and 7, Block 2  
                                                              Lot 1, Block 4  
                                                              Lot 1, Block 5

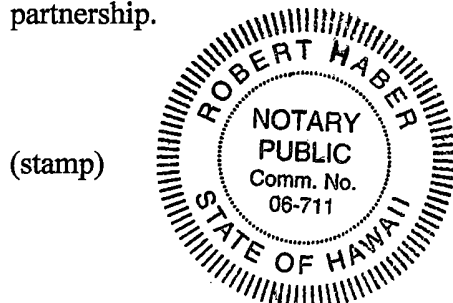
FOSTER COMPANY

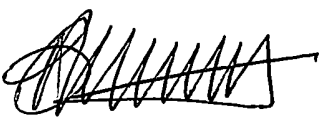
By:   
                                                              Boyd Foster, General Partner

By:   
                                                              Laurie Foster, General Partner

HAWAII  
 STATE OF ~~IDAHO~~ )  
                                                              )ss.  
 County of HAWAII )

This record was acknowledged before me on the 8 day of February, 2021, by Boyd Foster and Laurie Foster, General Partners of Foster Company, an Idaho general partnership.



  
 Signature of Notary Public  
 My Commission Expires: 11/9-2021

The undersigned owner(s) of the lot(s) indicated below in Rainey Creek Meadows, Bonneville County, Idaho, hereby consent(s) to the foregoing Protective Covenants of Rainey Creek Meadows (Amended and Restated).

Sh. Gao

John E. McGrath

STATE OF IDAHO )  
 )ss.  
County of Bannock )

(stamp)



GAWPDATA\APR 11 11:16 AM 2014\Briar Company

*Linda C. Lazarus*  
Signature of Notary Public

Signature of Notary Public

My Commission Expires: 11/13/24

**CONSENT TO FIRST AMENDMENT TO  
PROTECTIVE COVENANTS OF RAINEY CREEK MEADOWS**

The undersigned owner(s) of the lot(s) indicated below in Rainey Creek Meadows, Bonneville County, Idaho, hereby consent(s) to the foregoing Protective Covenants of Rainey Creek Meadows (Amended and Restated).

Lots owned by the undersigned:

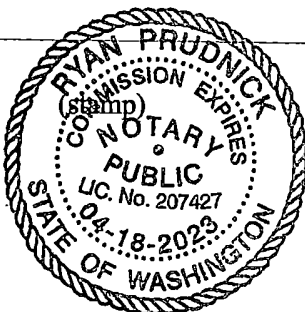
|  |                                  |
|--|----------------------------------|
|  | Lots, 2, 3, 4, 5, and 6, Block 1 |
|  | Lots, 2 and 3, Block 2           |

  
James Ernest Matheson, Trustee of the Matheson  
Family Trust, dated August 23, 1994

  
Susan Childs Matheson, Trustee of the Matheson  
Family Trust, dated August 23, 1994

STATE OF WA )  
 )ss.  
County of SNOHOMISH )

This record was acknowledged before me on the 19<sup>th</sup> day of FEB., 2021,  
by James Ernest Matheson and Susan Childs Matheson, Trustees of the Matheson Family Trust,  
dated August 23, 1994.



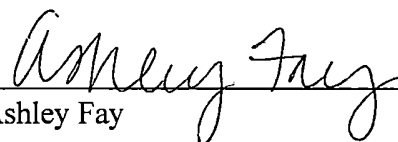
Signature of Notary Public RYAN PRUD'NIER  
My Commission Expires: 04/18/2023

**CONSENT TO FIRST AMENDMENT TO  
PROTECTIVE COVENANTS OF RAINEY CREEK MEADOWS**

The undersigned owner(s) of the lot(s) indicated below in Rainey Creek Meadows, Bonneville County, Idaho, hereby consent(s) to the foregoing Protective Covenants of Rainey Creek Meadows (Amended and Restated).

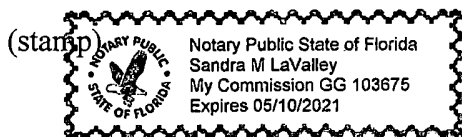
Lots owned by the undersigned: Lot 1, Block 1

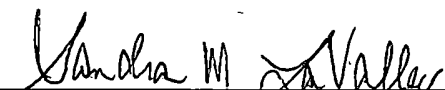
  
\_\_\_\_\_  
Michael Fay

  
\_\_\_\_\_  
Ashley Fay

STATE OF FL )  
County of Collier )ss.

This record was acknowledged before me on the 11 day of Feb., 2021,  
by Michael Fay and Ashley Fay.

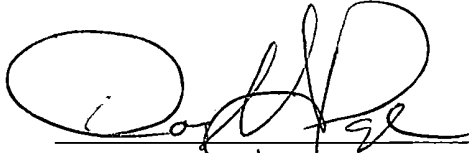


  
\_\_\_\_\_  
Signature of Notary Public  
My Commission Expires: 05/10/2021

**CONSENT TO FIRST AMENDMENT TO  
PROTECTIVE COVENANTS OF RAINEY CREEK MEADOWS**

The undersigned owner(s) of the lot(s) indicated below in Rainey Creek Meadows, Bonneville County, Idaho, hereby consent(s) to the foregoing Protective Covenants of Rainey Creek Meadows (Amended and Restated):

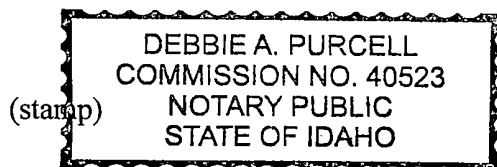
Lots owned by the undersigned:      Lot 3, Block 5

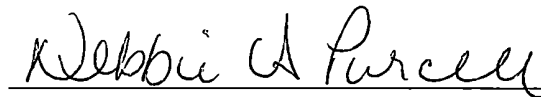
  
\_\_\_\_\_  
Douglas S. Page

  
\_\_\_\_\_  
Becky A. Bauer-Page

STATE OF IDAHO                    )  
County of Bonneville        )ss.

This record was acknowledged before me on the 18<sup>th</sup> day of February, 2021,  
by Douglas S. Page and Becky A. Bauer-Page.



  
\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: Residing in Idaho  
**Commission expires 3-25-2023**