

**RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF HULEN MEADOWS SUBDIVISIONS 2, 4, 5, 6 and 7 IN
BLAINE COUNTY, IDAHO.**

The undersigned, being the owners of lots located upon certain real property in Blaine County, State of Idaho, which is more particularly described on Exhibit "C" attached hereto and incorporated herein, do hereby make the following amended declarations as to limitations and restrictions and uses to which the lots and tracts embraced within the described land may be put. Said lands described have heretofore been platted and designated thereon as Hulen Meadows Subdivisions 2, 4, 5, 6 and 7 in Blaine County, Idaho.

These declarations shall supersede and be in lieu of any and all previous declarations of restrictions and limitations as to the use of the lands herein described, and all previous declarations and amendments are hereby declared null and void and of no further force or effect whatsoever.

Every lot owner shall be a member of the Hulen Meadows Water Company and Owners Association, a nonprofit Corporation formed for the purpose of enforcing these covenants and providing other benefits to the members. Every owner shall be entitled to all benefits and subject to all obligations of a member, including, but not limited to, the right to vote in Association elections and the obligation to pay assessments as set forth herein or in other official Hulen Meadows documents or established by the Board of Directors.

Every lot owner shall comply with and be bound by the Hulen Meadows Water Company and Owners Association Articles of Incorporation and amendments thereto, the By-Laws and amendments thereto, the Declarations of Covenants, Conditions and Restrictions as to Use of Land Embraced within Hulen Meadows, and the policies, rules and regulations adopted by the Corporation. Said Articles and By-Laws are attached hereto and incorporated herein.

No dwelling or any other structure, landscaping or any other improvement shall be erected, altered, placed or maintained on any lot unless it shall comply with these Declarations.

Amendments

The amended declarations herein set forth shall constitute covenants to run with all of the land embraced in the above mentioned lands as provided by law and shall be binding on all parties having any right, title or interest in the described property or any part thereof; this declaration of restrictions being designed and intended for the purpose of enhancing and protecting the value, desirability and attractiveness of said subdivisions and keeping them suitable for the residential purposes specified herein.

This Declaration may be amended by an instrument signed by a simple majority of all lot owners within Hulen Meadows bound by this Declaration.

Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all owners and their respective lots, notwithstanding that such owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such owners' lot that existed prior to the said amendment.

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ARTICLE I. DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of the Hulen Meadows Water Company and Owners Association, Inc. as filed with the Secretary of State of the State of Idaho.

Section 2. "Association" shall mean and refer to the Hulen Meadows Water Company and Owners Association, Inc., its successors and assigns.

Section 3. "Board" shall mean the Board of Directors of the Association.

Section 4. "By-laws" shall mean the By-laws of the Association which have been or shall be adopted by the Board. These By-laws may be amended from time to time.

Section 5. "Common Area" shall mean all real and personal property owned by the Association for the common use of the owners. The Common Area to be owned by the Association shall include, but not be limited to, the following:

A. Hulen Meadows Water Company

The Water Company owns water rights, water lines, mains, easements; wells, pumps, pumping fixtures and equipment, the buildings housing them and the land designated for them within Hulen Meadows; water licenses, permits and franchises and other items needed for the proper functioning of the water company but not specifically listed here.

B. Hulen Meadows Park

Subdivision 1, Block 1, Lot 2 is designated as Hulen Meadows Park, a common area for the mutual benefit of all lot owners of all seven (7) subdivisions.

Section 6. "Improvement" shall mean all structures and any and all changes to any property.

Section 7. "Lot" shall mean and refer to any plot of land designated as such and shown upon any recorded subdivision map of the Property.

Section 8. "Owner" shall throughout this Declaration mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Property" shall mean and refer to that certain real property described on Exhibit C.

Section 10. "Hulen Meadows Restrictions" shall mean the Restated and Amended Declaration of Covenants, Conditions and Restrictions of Hulen Meadows Subdivisions 2, 4, 5, 6 and 7, recorded as Instrument No. _____, records of Blaine County, Idaho, and all duly approved and recorded amendments thereto.

ARTICLE II. COMMON AREA PROPERTY RIGHTS

Section 1. Owners' easements of enjoyment. Every owner shall have a right and easement of use in and to the Common Area that shall be appurtenant to and shall pass with the title to every lot.

Section 2. Delegation of use. Any owner may delegate his right of use of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Hulen Meadows Park

A. Park Ownership

The Hulen Meadows Home Owners Association owns, and through its Board of Directors, has all rights to manage and control the Park. This lot (Park) is subject to all provisions provided elsewhere in these CC&Rs, most specifically the prohibition against any partition of this lot into smaller parcels. This commonly owned Park shall never be subject to sale, for any reason.

B. Maintenance

The HOA shall maintain the Park as required and advisable, including proper maintenance of children's play equipment and recreation facilities, subject to review by the Board.

C. Use

The Park may be used by any and all Hulen Meadows owners, subject to prudent hours of operation and reasonable noise limitations. Any other persons must obtain advance permission from the Board of Directors for a temporary and specific use permit, subject to the limitations imposed by the Board, such as parking restrictions, hours, noise limitations, etc. Any such permit will require the temporary user to provide adequate sanitation facilities and return the Park to completely clean conditions within two (2) days of use. The Board, at its discretion, may require a monetary deposit to ensure compliance. The permit shall also state that the Park users absolve Hulen Meadows Home Owners Association and its Board of any and all liability for any personal injury or personal property damage suffered while on Park property.

ARTICLE III. USE OF PROPERTY

Section 1. Lot designation. All lots are designated single family residential and shall be used solely for residential purposes, with the exceptions of those lots platted for duplexes, well and pump houses and for the Hulen Meadows Park.

Section 2. Duplex lots. Some previously designated duplex lots exist within Hulen Meadows. Each is allowed a maximum of two (2) physically connected (attached) single-family dwellings. If a duplex lot owner legally eliminates the duplex designation, changing it to a single-residence lot, it shall then be subject to the stipulation prohibiting any future partition of lots and shall be allowed one (1) single-family residence only.

Duplex lots, as of September 2009: Sub. 7: All Lots.

No other lots in any other subdivisions are designated as duplex.

Section 3. Residential and business

A. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot except for one (1) detached single family dwelling, except for permitted accessory buildings, and duplexes where allowed.

B. No mobile homes, permanent or temporary, shall be placed or maintained on any lot. However, a manufactured structure, or prefabricated building, may be placed as a permanent single-family residence or accessory building on any lot, with pertinent notice to neighbors, comment period and full compliance with the ACC approval process.

C. No business, commercial activity or manufacturing enterprise of any kind shall be conducted on any lot or within any building located in any subdivision, unless expressly approved by the Board. The Board may allow specified home occupations to be conducted if allowed by code and if the occupation will not, in the sole judgment of the Board, cause increased traffic, parking congestion, visual or noise impacts on adjoining lots or other adverse conditions on any portion of the neighborhood.

D. No lot shall be used for the purpose of boring, mining, quarrying or exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

E. No signs shall be allowed without the prior written approval of the Board, except a small sign indicating the number of the residence, the name of the resident or temporary signs such as "for sale". Political signs shall be erected upon private property only, not on Hulen Meadows common areas or rights-of-way.

Section 4. Parking. In addition to garage space, each lot owner must provide space for two (2) vehicles to park on the lot. No vehicles of any kind are allowed to park in the street overnight and Blaine County regulations prohibit parking in the public right of way.

Section 5. Noise abatement. Snowmobiles, dirt bikes, all-terrain vehicles or other similar noisy vehicles shall not be used for racing or other recreational purposes on the streets or any other property within Hulen Meadows, so as to preserve the quiet residential character of the neighborhood. Per County ordinances, no firearms or fireworks shall be discharged.

Section 7. Existing plats. The existing Hulen Meadows plats as registered with Blaine County shall remain as platted. There shall be no further subdivision or partition of any lots within any subdivision in Hulen Meadows, nor shall there be any combination of property or combining of adjoining lots within any subdivision in Hulen Meadows.

ARTICLE IV. HULEN MEADOWS WATER COMPANY AND OWNERS ASSOCIATION, INC.

Section 1. Organization of Association. The Association is a nonprofit Idaho corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation, the By-laws and the Hulen Meadows Restrictions.

ARTICLE V: ARCHITECTURAL CONTROL COMMITTEE

In order to maintain the beauty, value and existing residential character of the Subdivision, no improvement shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition or change be made, until the plans and specifications, including landscape plans, shall be submitted to the Architectural Control Committee (hereinafter "ACC") for review and duly approved by the ACC.

The construction, alterations or improvements shall substantially conform to the plans and specifications approved by the ACC.

Section 1. The Committee. The Directors of the Homeowners Association shall appoint three (3) owners to comprise the Architectural Control Committee, who will serve without compensation. The members of the Architectural Control Committee shall have no personal liability for any action or decision made by the Committee and each lot owner agrees not to hold any member personally or individually liable for damages relating to any action of the Committee.

Section 2. Responsibilities. The Committee shall receive the Hulen Meadows Design Review Application and all associated plans and documents, review all plans and details of the proposed project and notify the applicant, in writing, within 30 days whether the application is approved, approved subject to listed conditions or disapproved in entirety or in part. A two-thirds vote of the Committee shall determine the decision. If the ACC finds it necessary to request additional information to form a complete application, they shall have 30 days from the owner's submittal of that information to reach a decision. A disapproval shall list specific reasons for that decision. If the Committee fails to approve or disapprove a plan within the thirty (30) day period, approval shall not be required and compliance with this provision shall be deemed completed.

Section 3. Rules and fees. The Board may enact specific rules regarding the procedures to be followed and the criteria for approval of plans and may establish and charge reasonable fees for review of said plans and may require such fees to be paid in full prior to review. Such fees may include the reasonable costs incurred in having the plans and specifications reviewed by architects, engineers or other professionals.

Section 4. Notifications. Every lot owner desiring to construct a new structure, remodel the exterior of an existing structure or add an accessory structure of any kind shall notify all neighbors within a three hundred foot (300') radius of all lot lines, by certified mail, that he will submit plans to the ACC. Certificates of mailings shall be presented at the time of Application submission to the ACC. There shall be a 25-day review and comment period, for all Hulen Meadows owners, before the Architectural Control Committee reaches a decision. That 25-day period shall commence on the date of application submittal. The applicant shall make a copy of all application materials submitted to the ACC and have that material readily available for review by any and all owners, during the 25-day period.

Section 5. Scope of review. The ACC shall address all details of the project, with the primary objective being to maintain the existing residential character of Hulen Meadows, and shall consider the following criteria, among others, in approving or rejecting the plans submitted to it:

A. The harmony of the external design, color, mass and scale and appearance of the proposal in relationship to the surrounding neighborhood.

B. The location of the proposed building on the lot with respect to adjoining lots and buildings thereon, views, slopes, setback requirements, roads and rights-of-way and existing buildings, trees and vegetation on the lot.

C. The compliance of the proposal with the Covenants contained herein and any rules and regulations promulgated pursuant to this Declaration.

Section 6. Appeal to Board of Directors. Upon disapproval of the application, in entirety or in part, or upon conditions being imposed for approval by the ACC, the owner may appeal the ACC decision to the Board of Directors, in writing, within thirty (30) days of the decision. The appeal shall specifically address those items noted in the ACC disapproval decision.

ARTICLE VI: ARCHITECTURAL RESTRICTIONS

Section 1. Building Coverage. Building coverage (footprint) shall be determined as the horizontal area measured from the exterior surface of the exterior walls of the ground floor of all principal and accessory buildings on a lot. For each lot, the maximum total area occupied by the structures' footprint(s) shall be calculated using the following formulas:

A. For lots of 0.25 acre / 10,890 square feet or less, a footprint of up to two thousand five hundred (2,500) square feet is allowed.

B. For lots with areas from ten thousand eight hundred ninety one (10,891) square feet to eighty three thousand two hundred (83,200) square feet, a footprint of two thousand five hundred (2,500) square feet plus one (1) square foot for each additional twelve (12) square feet of lot area over 10,890, is allowed.

C. For lots with areas greater than eighty three thousand two hundred one (83,201) square feet, the maximum allowable footprint shall be twelve percent (12%) of the total lot area.

D. For all lots, a minimum footprint of 1,800 square feet is required.

Section 2. Setbacks. Placement of structures on lots shall be subject to setbacks from property lines. Setbacks shall apply to all structures, patios and decks, as follows:

Subdivision #2: 25' from all property lines, except Lot 3A (Water Co.).

Subdivision #4: 25' from all property lines, except Lots 30 and 31, which may have buildings located 10' from the rear property line. Lots 4 through 8, Block 6, shall be no nearer than 25' from each property line except 20' from the front lot line.

Subdivision #5: 20' from the front lot line and any street lot line, 15' from any interior lot line or rear lot line, except Lot 2A, Block 11 (Water Co.).

Subdivision #6: 15' from all property lines for Lots 1, 12, 13 and 16. All other lots shall require 25' to the front and rear lot lines and 15' to the side property lines.

Subdivision #7: 20' from the front lot line, 15' from all others.

Section 3. Structure height and slopes.

A. No more than one-third (1/3) of any structure's total roof area in the plan shall exceed thirty feet (30') in height above record grade; no portion of any building or structure shall exceed thirty five feet (35') in height above record grade (excluding chimneys, lightning rods, weather vanes, and stacks).

B. Buildings on natural topography greater than twenty percent (20%) slope shall be designed in a manner to reduce visibility by using stepped building forms, natural colors and materials, sloped roofs, and landscaping, and shall use a combination of these techniques such that the building does not skyline.

Skyline/Skylining: An outline of a structure against the background of the sky.

Section 4. Construction materials and roofing

A. All roofing material shall be "Class A" fire resistant and the material and color shall be consistent with the neighborhood and subject to ACC approval.

B. Exterior walls shall be clad with materials that are appropriate to the architectural style and are limited to brick, stone, solid wood or approved wood by-products, stucco, cement board siding or approved concrete product. No aluminum or vinyl siding is permitted. This shall not be construed to preclude suitable materials available in the future that comply with the intent of this restriction and meet with ACC approval.

C. Exterior colors shall be compatible with the existing structures in the neighborhood, masonry materials shall be compatible with other colors on the house and no reflective or fluorescent colors shall be used on any structure.

Section 5. Garages. A garage shall be constructed to accommodate no less than two (2) vehicles and shall have a maximum of three (3) vehicular doors, so as to avoid a commercial appearance and to maintain the residential theme of the neighborhood. Remodels may not eliminate existing garage space in favor of additional living space, unless new garage space for a minimum of two (2) vehicles is provided. All details of the structure shall be subject to approval by the ACC. The construction, alterations or improvements shall substantially conform to the plans and specifications as approved by the ACC.

ARTICLE VII: CONSTRUCTION RESTRICTIONS

Section 1. Temporary structures. All buildings and improvements on a lot shall be of permanent construction. No temporary structure, trailer, mobile home, tent, garage, outbuilding or anything similar shall be placed on any lot, except with the permission of the ACC incident to the construction of the permanent residence.

Section 2. Underground wiring and utilities. No lines or wires for electricity, television, telephone, or anything else shall be placed outside of the buildings on a lot, unless the lines and wires shall be underground or in conduit attached to a building. All solar panels, television satellite dishes, wind turbines or any other externally mounted devices, anywhere on the property, shall be subject to ACC review and approval or denial.

Section 3. Water service. Each lot owner shall, prior to completion of his residence and at his own expense, connect to the Hulen Meadows Water Company domestic water

system, provided at or near his lot lines, and shall thereafter pay all proper water maintenance fees and assessments and obey all Water Company rules and regulations. No private water well of any kind may be drilled / constructed on any lot.

Section 4. Construction hours. Construction will be allowed Monday through Friday between the hours of 7:00 a.m. and 7:00 p.m.; on Saturday, between 8:00 a.m. and 6:00 p.m. No construction of any kind is allowed on Sundays.

Section 5. Permits, approvals and time valid. Construction shall not commence until all applicable permits and approvals from all appropriate parties are obtained, including Blaine County. All buildings constructed shall conform to the applicable building codes then in effect. Construction of anything requiring approval of the ACC must begin within one hundred eighty (180) days after it is approved. If not, the approval shall lapse and be void and the applicant must begin the approval process anew, including payment of any fees. The Committee may disapprove or require changes in the project upon such further review. However, upon written request by the applicant, the Board of Directors may waive this 180-day rule if they deem exigent circumstances exist and award the applicant an additional 180 days to begin construction, without penalty. Such extension of time shall be granted in writing, signed by the President of the Board.

Section 6. Maximum construction time. Once started, the work of constructing, altering, repairing or improving any structure shall be diligently pursued until completion thereof. The exterior of the structure shall be completely finished within eighteen (18) months after the work first commences. All construction materials, tools, building debris, etc. must be removed from the sight of all neighbors, and appropriate landscaping installed by the end of that 18 month period. (see Article IX). However, upon written request by the owner, the Board of Directors, if they deem exigent circumstances exist, may award the owner an extension of time for such completion. Such extension of time shall be granted in writing, signed by the President of the Board, and shall not exceed six (6) months.

Section 7. Certificate of occupancy. No one shall reside in any structure on any lot until that structure has received a permanent certificate of occupancy from the county or other governmental entity with jurisdiction.

ARTICLE VIII: ACCESSORY BUILDINGS

Section 1. ACC review. Accessory buildings shall be permitted on a lot, if approved by the ACC as to design, use, appearance, size and location on the lot. Permitted accessory buildings shall include, but are not limited to, garages, greenhouses, playhouses, storage sheds, doghouses, gazebos and horse structures of various kinds (barn, corral, shed, etc.). The ACC shall approve "horse structures" only for lots that are allowed to have horses on them. The ACC may refuse to approve a permitted accessory building if, in the exercise of its discretion, the Committee finds the structure detracts from the general visual appearance of the neighborhood. The location of an accessory building, other than garages, shall be at a place that minimizes the visual impact, generally at the side or rear of the house, complying with applicable setback requirements.

Section 2. Conformance to footprint maximum. The footprint of the accessory building(s), measured in square feet, shall combine with the footprint(s) of all other structures on the lot, and that total footprint (lot coverage by structures) shall not exceed the maximum established herein.

ARTICLE IX: LANDSCAPING RESTRICTIONS

Section 1. Landscape plan and ACC approval. Complete landscape plans shall be submitted for ACC review at the same time as all other plans and specifications. Such landscape plan is subject to the same process, and approval or denial, as the structure plan.

Section 2. Fences. The height, design, materials, color and placement on the lot of every fence and/or wall shall be subject to ACC review and approval or disapproval, prior to its construction. No fence, wall or hedge shall at any time extend higher than six (6) feet above the ground and all fences shall be compatible with the neighborhood and maintain its residential character.

Section 3. Initial landscaping. By completion of the structure exterior (18 months maximum from construction commencement unless an extension is granted), the front yard of the lot shall be landscaped and the remainder of the lot shall be completely landscaped within 3 months of occupancy, weather and ground conditions permitting.

Section 4. Landscape maintenance. The owner of each improved lot shall maintain the landscaping in a neat and presentable condition at all times and shall not permit the lot to become overgrown or allow weeds and other noxious plants to proliferate on the lot. The obligation to maintain landscaping shall extend into the public right of way along the front and/or side of each lot, to the extent that grass, weeds and noxious plants, if they exist there, shall be kept cut short, so as not to allow their spread to neighboring properties and not to detract from the general appearance of the neighborhood.

Section 5. Topography and drainage. For new construction or major improvement of existing structures or landscaping, landscape plans must address drainage, to ensure runoff water from one lot does not flood another. All such plans are subject to ACC approval. Topographic conditions of any lot shall not be altered in any way that would adversely affect surface or sub-surface water flows to any other lots, structures, public rights-of-way or streets. The proposed construction of "berms", of earth, rock or other materials, shall be reviewed by the ACC for compliance with this drainage requirement and the six foot (6') maximum height allowed for fences / walls / hedges. Any proposed landscape plantings on top of the "berm" shall be considered by the ACC during this height review and may be rejected, at its discretion. The ACC may, at its discretion and at the expense of the applicant, engage consulting engineering services as deemed necessary for the review of proposed topographic features. (Article V., Section 3).

Section 6. Trash. All equipment for the storage or disposal of trash, garbage and other waste shall be kept in a clean and sanitary condition and out of sight.

ARTICLE X: ANIMALS

Section 1. Pets. A homeowner or tenant may keep dogs, cats and other household pets; however, there shall be no more than two (2) dogs and two (2) cats residing on any lot, including duplex lots. The Board also reserves the right, subject to the use of reasonable discretion, to prohibit the keeping of any animal on any lot in the subdivisions. All owners of animals shall exercise proper care and control of their animals to prevent them from becoming a nuisance. "Nuisance" shall include, but not be limited to, any noisy, vicious or destructive animal; one that engages in excessive barking, molesting passersby, chasing vehicles, habitually attacking other animals or damaging property. Any homeowner who is bothered by a "nuisance" animal should seek resolution of the problem by the means stated in Article XI, Section 4.B.1.2.3.

No animals may be kept, bred or maintained for commercial or business purposes.

Section 2. Livestock. No livestock or poultry of any kind may be kept, with the exception of horses, mules, donkeys and llamas on those lots that specifically allow them. No animals may be kept, bred or maintained for commercial purposes. Animals must belong to the property occupant (owner or tenant); no boarding of any kind is allowed. Livestock enclosures (runs, barns, corrals, pens, etc.) shall be no closer than fifty feet (50') to any neighboring residence, and in full compliance with health department regulations. Animal waste must be managed and removed within a reasonable time and effective steps taken to curtail odors, insects and dust. Lots on which horses, et al, are allowed shall be a minimum of three-fourth ($\frac{3}{4}$) of an acre in size (.75 acre or larger), with one-third ($\frac{1}{3}$) acre per animal dedicated to and available to the animal(s).
Lots on which horses, mules, donkeys and llamas are allowed:

Sub. 2: Block 5; lots 2, 3, 4, 5, 6, 7, 8, 9, 16, 17, 20, 21 and 22.

Sub. 4: Block 2; lots 24, 25, 26, 27, 28, 29, 30 and 31.

No livestock, of any kind, shall be allowed on any lot in Subdivisions 5, 6 and 7.

ARTICLE XI: APPLICATION & ENFORCEMENT

Section 1. Application. Every residence and accessory building existing on any lot in Hulen Meadows at the time these CC&Rs are approved shall be allowed to continue as is, subject to routine maintenance and repair. Any remodel of 50% or more of the square footage of an existing structure shall require that the entire lot come into compliance with these CC&Rs. Any demolition of an existing structure shall require the entire lot to come into compliance. If any structure, improvement or landscaping is currently not conforming to these regulations, no owner may increase the degree of non-conformance in any way. If there is disagreement over applicability, by the owner or any neighbors, the Architectural Control Committee shall determine, at its own discretion, whether these CC&Rs shall apply, in all situations.

Section 2. Effect. The covenants, restrictions and conditions contained in this Declaration or any Supplemental Declaration shall be deemed conditions as well as covenants and restrictions and shall run with the land and be binding on all parties acquiring any right, title or interest in the Property now or hereafter subject to this Declaration.

Section 3. Severability. In the event that any provision hereof shall be declared to be invalid, no other provision shall be affected thereby and the remaining provisions shall remain in full force.

Section 4. Enforcement

A. As representatives of the Homeowners Association, a nonprofit corporation formed for the purpose of enforcing these covenants (among other things), the Board of Directors shall have the power and discretion to enforce all restrictions, conditions, covenants, liens and charges imposed by the provisions of this Declaration, the Articles, Bylaws and any other rules promulgated by the Board. Any individual owner may also enforce these covenants and restrictions.

B. The recommended action for resolving any problem is:

- (1) Neighbors speak to neighbors to reach an amicable solution.
- (2) The owner contacts the appropriate Blaine County agency for county regulation enforcement.
- (3) A written description of the problem / alleged violation is submitted to the Board.

Upon receipt of the above written description, the board may communicate directly with the owner to resolve the problem.

C. After determining that a violation is occurring, the Board shall notify the owner within 15 days, by certified mail, including a description and documentation of the offense. The owner must respond to the notice within 15 days from his receipt of the certified letter, by correcting the violation or presenting his position before the Board. Failure of the owner to do either of these things may result in a vote by the Board to institute a fine for Failure to Comply, and further written notification to the owner of the date upon which the fine will commence. If the owner presents his position to the Board and the Board still finds him to be in violation of these regulations, they shall levy a fine against him. The fine shall be levied on a daily basis until the violation is corrected. The Board will continue to send Notices of Violation, every 15 days, until the owner is in full compliance.

Section 5. Remedies.

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|-----------|-------------------------|------------------|
| A. | First violation notice | \$25.00 per day |
| B. | Second violation notice | \$50.00 per day |
| C. | Third violation notice | \$100.00 per day |

Fines levied pursuant to the above schedule shall be assessed against the owner and shall be due and payable within thirty (30) days after levy. Failure to pay any fine will subject the owner to collection action by suit by the HOA and/or the placement of a lien on the owner's lot for the total amount assessed. The HOA shall have the right to prosecute any proceedings at law against any owner violating any term or condition of this Declaration. If such a person is found in the proceedings to be in violation of the Declaration, he shall bear all costs of the litigation. The remedies provided herein for collection of any assessment, charge or claim against any owner, are in addition to, not in limitation of, any other remedies provided by law.

Section 6. Waiver. Failure to enforce any restriction, covenant or condition in this Declaration or any Supplemental Declaration shall not operate as a waiver of any such restriction, covenant or condition.

Section 7. Attorney's fees. The provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental Declaration, may be enforced at any time by the owner or owners of any property subject hereto.

If any action at law or in equity shall be brought on account of any breach of or to enforce or interpret any of the covenants of this Declaration, the prevailing party shall be entitled to recover from the other party a reasonable attorney's fee, whether or not suit be actually instituted and upon appeal.

Section 8. Lien. Hulen Meadows By-Laws and Articles of Incorporation contain provisions for a lien against property for failure to pay dues and assessments. Those assessments shall include any fines incurred by an owner for failure to comply with these CC&Rs, as levied by the Board of Directors. Failure to pay those fines may result in a lien being placed on the property, per procedures specified in the By-Laws and Articles.

IN WITNESS WHEREOF, the Declarants have signed this Restated and Amended Declaration of Covenants, Conditions and Restrictions of Hulen Meadows Subdivisions 2, 4, 5, 6 and 7 this ____ day of _____, 2010.