

1721543

STATE OF IDAHO } ss
COUNTY OF KOOTENAI }
AT THE REQUEST OF

Sandy Meehan

MAR 4 3 24 PM '02

DANIEL J. ENGLISH

DEPUTY

8400

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

BIG SKY ESTATES

KOOTENAI COUNTY, IDAHO

NORTH IDAHO TITLE
BEVERLY GAGNER

confirm 208-765-3333 w
208-765-1741 fax

Tom Torgerson
~~208~~ 208-640-8086 cell

2.6 Membership Meetings. Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

2.7 Board of Directors. The affairs of the Association shall be managed by a Board of Directors, which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

2.8 Use of Agent. The Board of Directors, on behalf of the Association, may contract with an employee or independent contractor, for the performance of maintenance and repair of the Common Area, and for conducting other activities on behalf of the Association, as may be determined by the Board, subject to such limitations as may be set forth in the Bylaws.

ARTICLE 3. RIGHTS IN COMMON AREA

3.1 Common Area. As described in the Definitions above, the Common Area for the first Phase of the Project shall consist of: (a) the Private Entry Area to the Project; (b) the Greenbelt Areas; and (c) the Irrigation System (to be used solely for irrigation, and not for domestic purposes), the operation, repair, maintenance, and replacement easements for which are hereby reserved to the Association and all Owners of Lots in the Project, and all of which shall be operated and maintained for the benefit of the Owners of all Lots. Common Area for any future Phase shall be identified as such in the Declaration of Annexation. The Common Area shall also include any other property or property rights conveyed to or held by the Association for the benefit of all Lots within the Project.

The membership of the Association shall have the exclusive right to the use and benefit of all parts of the Common Area in accordance with the purposes for which it is intended, subject to such restrictions as may be imposed by the Board from time to time.

3.2 Damage by Member. Each Member shall be liable to the Association for any damage to the Common Area, if the damage is sustained because of the negligence, willful misconduct or unauthorized or improper installation or maintenance of any improvement by the Member, or by any tenant, guest, or other invitee of the Member. The Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association, and the Association further reserves the right to levy a Special Assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the Member or the person for whom the Member may be liable as described above. The cost of correcting the damage to the extent not reimbursed to the Association by insurance shall be a Special Assessment against the Lot and may be enforced as provided hereby for the enforcement of other Assessments.

ARTICLE 4. ARCHITECTURAL CONTROL

4.1 Prohibition of Alteration and Improvement. Subject to the exemption of Declarant hereunder, no building, sign, fence, wall, obstruction, awning, improvement, or structure of any kind, shall be commenced, erected, painted, altered, or maintained upon the Property, nor shall any alteration or improvement of any kind be made thereto unless and until