

Section 6.05 Cumulative Remedies. The Assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment or unpaid Assessments, as above provided.

Section 6.06 Mortgage Protection. Notwithstanding all other provisions hereof, no lien created under Articles V or VI, nor any breach of this Declaration, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the Beneficiary under any recorded First Mortgage upon a Lot and/or Dwelling Unit made in good faith and for value; provided that after such Beneficiary or some other person obtains title to such Lot and/or Dwelling Unit by judicial foreclosure or by means of the powers set forth in such Deed of Trust, such Unit shall remain subject to the Declaration and payment of all Assessments accruing subsequent to the date such Beneficiary or other person obtains title and claims for a share of unpaid Assessments reallocated to all units, including each unit foreclosed.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.01 Approval by the Board. No buildings, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall an exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the quality of materials, harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or a designated agent thereof.

Section 7.02 Reasons for Disapproval. The Board or its designated agent shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- a. The failure of such plans and specifications to comply with any of the restrictions contained herein, or to include information as may have been reasonably requested;
- b. The objection to the exterior design appearance, materials, color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure due to a concern that the same could reasonably be expected to adversely impact the value of other Dwelling Units in the Greenside Vistas;
- c. The incompatibility of any proposed structure, use or parking areas with existing structures or uses on such Lot or upon other Lots in the vicinity, or the insufficiency of the size of the parking areas in relation to the proposed use of the Lot;
- d. The objection to the grading plan for any Lot, or the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity; or

e. Any other matter which would render the proposed structures or uses inharmonious with the general plan of improvement of the Property or with structures or uses located upon other Lots in the vicinity or which could reasonably be expected to adversely impact the value of the Dwelling Units in the Greenside Vistas.

In any case where the Board or its designated agent shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based.

Section 7.03 Unapproved Construction; Remedies. If the exterior of any approved structure shall be altered, or if any new structure is proposed to be erected, placed or maintained upon any Lot, or any new use commenced on any Lot, other than in accordance with plans and specifications approved by the Board or its designated agent pursuant to the provisions of this Article VII, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein. Upon written notice from the Board or its designated agent, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, to extinguish such violation. If within fifteen (15) days after the notice of such violation the owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation. The cost thereof shall be a binding, personal obligation of such owner as well as a lien upon the Lot in question. The lien provided in this Section 7.03 shall not be valid as against a bona fide purchaser (or bona fide Mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Kootenai County, Idaho prior to the recordation among the land records of Kootenai County of the deed or Mortgage conveying the Lot in question to such purchaser or subjecting the same to such Mortgage.

Section 7.04 Building Standards. With respect to Dwelling Units or Commercial Units on the Custom Lots, the following standards shall apply:

a. All fences shall be constructed in accordance with standards approved by the Board, and in compliance with the ordinances of the City of Post Falls, Idaho. No fence, wall or hedge shall be erected or placed on any Lot nearer to any street than the minimum building setback line, or the actual building setback line, whichever is further from the street, except that nothing shall prevent the erection of a necessary retaining wall as approved by the Board or its designated agent. No fence, wall or hedge shall exceed six feet in height. No fence, wall or hedge extending between the rear foundation line of a residence and the front setback line shall be higher than thirty-six (36") inches, except for a fence of up to seventy-two inches (72") in height which serves the primary purpose of totally obscuring from view the lot owner's boat, R.V., trailer, camper, stored vehicles and/or stored equipment. Moreover, all fences must be of vinyl or wood construction. Cyclone fences and chain link fences are specifically not permitted.

b. No Dwelling Units erected shall exceed two stories in height, to protect some view opportunities of the adjacent and surrounding Lots, with the specific height and roofline design of each such Unit to be reviewed by the Board or its designated agent.

c. As part of the construction phase of each Dwelling Unit, and within ninety (90) days of closing of the purchase of a completed Dwelling Unit, the Owner shall landscape and plant all the yards of such Dwelling Unit.

d. All homes must be built with at least a two car non-detached garages.

e. All ranch homes must be constructed with a minimum of 1300 finished square feet. All two-story homes must have a minimum of 1500 finished square feet. All tri-level homes must have a minimum of 1,100 finished square feet and not more than 500 unfinished square feet. All split-level homes shall have a minimum of 2,000 finished square feet and have a minimum of 1.5 baths on the main level.

f. All homes shall be colored, whether by paint, siding, or otherwise, in either white, grey, pale yellow, or muted natural or earth tones to be approved by the Board.

g. All roofing materials utilized on all homes in or on the Property shall consist of architectural grade asphalt or fiberglass shingle in a uniform color known as "weathered wood."

h. Subject to approval by the City of Post Falls, each lot may also have a freestanding building provided said building is of the same construction, composition, and color as the main home, including identical siding and roofing materials. Pole barns, steel buildings, and metal roofs are specifically disallowed on any residential construction on the Property.

The Board or its designated agent may modify these standards with respect to the plans and specifications for any particular Lot and/or Dwelling Unit, if the strict application of these standards would create an unreasonable hardship on the Owner, if weather conditions adversely affect completion of any landscaping, or if these standards would create a result inconsistent with the appearance or uses of the Lots and/or Dwelling Units in the vicinity. The Board or its designated agent may also issue rules or guidelines setting forth procedures for the submission of plans for approval requiring a fee payable to the Association to accompany each application for approval or additional factors which it will take into consideration in reviewing submissions.

Section 7.05 Set-Backs. Dwelling Units shall meet the following twenty-five feet (25') set back requirements from the front and rear property lines and five feet (5') from each side property line.

Section 7.06 No Waiver of Future Approvals. The approval of the Board to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and

specifications, drawings or matter whenever subsequently or additionally submitted for approval or consent.

Section 7.07 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

a. Upon the completion of any work for which approved plans are required under this Article VII, the Owner shall give written notice of completion to the Board.

b. Within thirty (30) days thereafter, the Board or its duly authorized representative may inspect such Improvement. If the Board finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

c. If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance and after affording such Owner Notice and Hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may peacefully remove the noncomplying Improvement or otherwise peacefully remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Special Assessment against such Owner for reimbursement.

d. If for any reason the Board fails to notify the Owner of noncompliance within sixty (60) days after receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

Section 7.08 Non-liability of Board Members. Neither Grantor, nor any Member of the Board, nor their representative, shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Board's duties hereunder, unless due to the willful misconduct or bad faith of the Board.

ARTICLE VIII

MAINTENANCE AND REPAIR OBLIGATIONS

Section 8.01 Maintenance Obligations of Owners. It shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Declaration regarding architectural approval, to maintain, repair, replace, and restore areas subject to his exclusive control in a neat, sanitary and attractive condition. Areas subject to the exclusive control of a Lot Owner shall be