

**RESOLUTION
OF THE BOARD OF DIRECTORS
OF
CONDOMINIUM OWNERS AT MILL RIVER, INC.**

A Resolution of the Board of Directors for establishing Community Rules and Regulations for the Condominium Owners at Mill River, Inc.

We, the Directors of the Condominium Owners at Mill River Inc., do hereby consent to adopt by a majority vote of the Board of Directors, and we do hereby adopt, the following resolution:

WHEREAS, Article 9, Architectural Control, *Section 9.2 Adoption of Rules and Regulations* empowers the Board of Directors to establish and adopt Community Rules and Regulations;

WHEREAS, these Rules and Regulations as shown in Exhibit ~~A~~^A are a supplement to and summary of the Declaration;

WHEREAS, these Rules and Regulations are uniformly enforceable and apply to all residents residing at the Condominium at Mill River;

AND WHEREAS, these Rules and Regulations are to be recorded with the Kootenai County Recorder's office and will remain in effect unless or until amended or rescinded by the Board;

NOW THEREFORE, BE RESOLVED that the Community Rules and Regulations are set forth and established for all owners/residents of the Condominium Owners at Mill River community.

IN WITNESS WHERE OF, the Board of Directors of the Condominium Owners at Mill River, Inc. hereby acknowledge and confirm the foregoing actions by and on behalf of the Association.

Effective January 22, 2013

Steve White, Director

Greg Gervais, Director

Lisa Dunham, Director

CLIFFORD T. HAYES 26P 2394802000
KOOTENAI COUNTY RECORDER Page 1 of 26
JAJ Date 01/30/2013 Time 01:07:06
REQ OF CONDOS AT MILL RIVER
RECORDING FEE: \$85.00

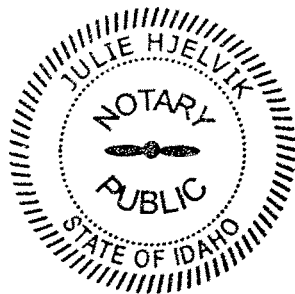



2394802000 SC

STATE OF IDAHO)
) ss
COUNTRY OF KOOTENAI)

On this 29 day of JAN 2013, before me, a Notary Public in and for said State, personally appeared Lisa Dunham, known or identified to me to be a Board Member/Director of Condominium Owners at Mill River, Inc., whose name is subscribed to within the instrument and who acknowledged that she is authorized to execute the same.

WITNESS my hand and official seal.



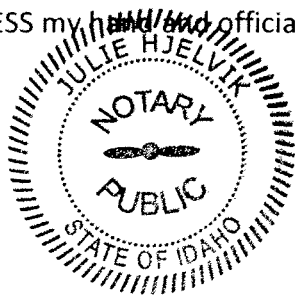


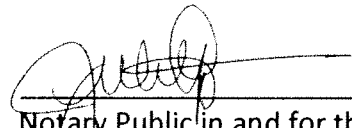
Notary Public in and for the State of Idaho
Residing at: Medanok
My commission expires: 9-28-2018

STATE OF IDAHO)
) ss
COUNTRY OF KOOTENAI)

On this 29 day of Jan 2013, before me, a Notary Public in and for said State, personally appeared Steve White, known or identified to me to be a Board Member/Director of Condominium Owners at Mill River, Inc., whose name is subscribed to within the instrument and who acknowledged that he is authorized to execute the same.

WITNESS my hand and official seal.

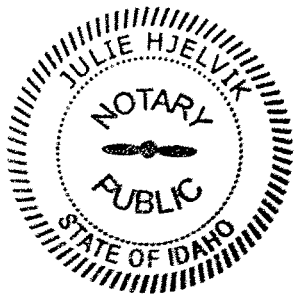



Notary Public in and for the State of Idaho
Residing at: Medinwa
My commission expires: 9-28-2018

STATE OF IDAHO)
) ss
COUNTRY OF KOOTENAI)

On this 29 day of Jan 2013, before me, a Notary Public in and for said State, personally appeared Greg Gervais, known or identified to me to be a Board Member/Director of Condominium Owners at Mill River, Inc., whose name is subscribed to within the instrument and who acknowledged that he is authorized to execute the same.

WITNESS my hand and official seal.



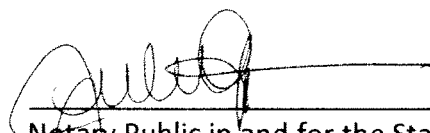

Notary Public in and for the State of Idaho
Residing at: Medinwa
My commission expires: 9-28-2018

Exhibit A

**The Condos at
Mill River
Condominium
Association

Community
Rules & Regulations**

**Management Company
Association Services, Inc. (ASI)
1250 Ironwood Drive, Suite 226
Coeur d'Alene, ID 83814
(208) 676-8626**

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The Condos at Mill River Condominium Association

Community Rules & Regulations

INTRODUCTION

The following Community Rules and Regulations are a supplement/summary to the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) for The Condos at Mill River Condominium Association (the "Declaration") originally recorded on July 12, 2006, in Kootenai County, Idaho as Instrument No. 2042884000, and are not to be considered as the sole statement of regulations. Said property located in Coeur d'Alene, Idaho, hereby submits such real estate so described in Exhibit "A". Reference the entire CC&R's and all subsequent amendments for detailed rules.

The Board of Directors (the "Board") of The Condos at Mill River Association with the authority given by the CC&R's has established these Community Rules and Regulations. These Rules and Regulations remain effective unless or until amended or rescinded by the Board. Although these rules have been created to coincide with the CC&R's they do not cover every restriction in the CC&R's, Bylaws and Articles of Incorporation. Each owner is responsible for becoming familiar with the documents of The Condos at Mill River Association and abiding by all restrictions, codes and covenants.

Article 9, Architectural Control, Section 9.2, Adoption of Rules and Regulations

"The Board is empowered, on behalf of the Owners and the Association, to adopt, amend and revoke detailed administrative rules and regulations necessary or convenient, from time to time, to ensure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the Property. The Rules and Regulations of the Association shall be binding upon all Owners and occupants and allotted persons claiming any interest in any Unit. The Architectural Control Committee shall require conformity with the guidelines and the rules and regulations."

The Architectural Control Committee (the ACC) is a group of volunteer unit owners who will be available to advise and approve unit owner requests. The ACC reports to the Board and will seek final approval from the Board for any issues needing clarification or action.

The Board solicits your cooperation in keeping The Condos at Mill River Association an attractive place to live and a community in which we all take pride. The policies set forth or reflected in these Rules and Regulations are designed for good community relations and to protect the investment of the unit owners.

Whether you are a unit owner or tenant, all persons living in The Condos at Mill River Association must observe and abide by these Rules and Regulations. Guests must also abide by these Rules and Regulations and owners will be responsible for their guests.

An owner or tenant found to be in non-compliance with any of these Rules and Regulations will receive notice of the non-compliance and will be expected to remedy the violation. The unit owner will be subject to fines, as delineated in the Fine Policy, page 18, if correction is not made.

HOW THE ASSOCIATION IS GOVERNED

Annual Meeting

The Annual Owners Meeting is held each year. Meeting notices will be mailed to each owner in accordance with the Bylaws. Article III, Section 1 "Annual Meeting" states there shall be an annual meeting of the unit owners in the third quarter of each fiscal year of the Association at such reasonable place and time as may be designated by written notice from the Board delivered personally or by first class mail to all unit owners, not less than ten (10) days nor more than fifty (50) days prior to the date fixed for said meeting.

Insurance

The Association carries a blanket insurance policy. The policy carrier is subject to change each year. Please check with the Management Company if you have questions pertaining to the Association insurance.

Unit owners must carry his/her own insurance for the interior of the unit and for the contents of that unit and for any non-structural improvements added by the unit owner. The Association also carries Director and Officer Coverage for Board members, Fidelity, and Comprehensive General Liability insurance.

If for any reason you are unclear about what needs to be insured, please contact your insurance agent who can assist you in securing the appropriate amount of coverage for your unit.

Monthly Assessment Fee

A monthly assessment fee of \$195 is charged to each unit owner to provide funds for those items shown on the budget, which includes maintenance of all common areas, the fitness center, landscaping, fire sprinkler monitor and control, pest control, snow removal for common areas, property and liability insurance, and the maintenance of the exterior of the buildings, roofs, exterior lighting, etc. If you do not have a copy of the budget, please contact the Management Company and they will provide one.

Payments are due on the first of each month and late if received after the 15th. A late fee of \$10.00 for nonpayment plus a 1% finance charge will automatically be assessed to any payment not received by the 15th day of the month. Delinquent accounts that are beyond 60 days will incur an additional fee of \$25.00 for the preparation of the first delinquency letter, with an

additional \$25 for each letter thereafter. Any account delinquent beyond 120 days will be subject to a lien and sent to collections.

DESIGN RULES

Exterior Changes

In general, exterior changes (including limited common areas such as front door areas, patios, balconies, etc.) are not permitted; however, proposed exterior changes due to a necessary matter may be submitted to the Architectural Control Committee (the "ACC") in writing. The purpose of this restriction is to maintain the architectural integrity of the community. Exterior changes made without ACC approval will be violations and will be noted by the Management Company. The ACC will request, in writing, that the unit owner remedy such violation. If the violation is not remedied within ten (10) days, the Management Company will be notified to remedy the violation and the unit owner will be billed for the remedial costs and subject to fines established per the Fine Policy.

The ACC, and ultimately, the Board has sole and absolute discretion to determine if a proposed modification is aesthetically pleasing and in harmony with the surrounding community.

Improvements – Non-Structural

Any unit owner may make non-structural additions, alterations and improvements within his/her unit, without the prior written approval of the ACC. Please refer to "Flooring" under Areas of Owner Responsibility for clarification of flooring restrictions.

In undertaking any non-structural work, the unit owner must abide by the following rules:

- 1) Noise audible in adjoining units will not be allowed as a result of the work except between the hours of 7 AM and 6 PM, Monday through Friday.
- 2) Contractors and/or subcontractors are not permitted to park in any areas of the Community, except in designated parking spaces. Parking along the curbs, behind unit(s) garage doors, in loading zones, or in roadways is strictly prohibited.

Unit owners are responsible for any costs incurred by any other unit owners or the Association as a result of the work, including the costs of repairing damage, towing costs, or any costs incurred by inconvenience due to noise, odors or traffic.

The Board may, in its sole and absolute discretion, determine whether or not an item is of a structural or non-structural nature. Request for approval for structural changes must be submitted to the Board in writing including details of the work to be done, drawings, names and

addresses of contractors and subcontractors to perform the work, including a copy of their insurance certificate, and dates when the work is scheduled.

Patios, Balconies, and Front Door Areas

Items which are hung, draped, and/or attached to an exterior surface (wall, window, patio, balcony, front door area, etc.) are not permitted to be visible without ACC approval.

The unit owners must keep his/her patio, balcony, and front door area clean and free from litter, weeds, and animal waste.

Wind chimes, bird feeders, or animal feeders are not permitted.

Rugs, towels, etc. cannot be hung on the exterior walls, fences, or railings.

Decorative accessories may not be placed on any exterior balcony railing, patio or balcony wall, patio fences, front door area, or building trim without ACC approval.

Holiday/seasonal decorations are an exception.

Any holiday/seasonal decorations displayed on patios, balconies, front door areas, etc. must be taken down and properly stored within 30 days after the holiday/season.

Reflective material, aluminum foil, reflective screens or glass, mirrors or similar items are not permitted on patios, balconies, or in front door areas.

Patios, balconies, and front door areas are not to be used for storage.

Patio furniture must be designed for exterior use and must be of a neutral color harmonious with the color scheme of the exterior walls of the unit.

These rules are created to preserve the dignity and aesthetic appearance of the property.

Satellites, Antennas, Etc.

Antennas, satellite receiving stations, or any other devices that allow for receiving or sending television, radio or any other form of electromagnetic radiation shall not be placed, used or maintained on the patio railings, balcony railings, or any exterior walls; and may not be affixed to the roof, siding or the ceilings or overhangs of the balconies or patios.

With the ACC approval, devices may be mounted on tripods only within the confines of a balcony or patio so long as it is not a nuisance or annoyance to surrounding unit owners.

Screen Doors, Storm Doors, and Security Doors

Any unit owner who wishes to install a screen door, storm door, or security door must have ACC approval. If an unapproved door is installed, the unit owner will be required to remove the door at their expense.

Screen doors, storm doors, and security doors must be properly maintained. Door must have closures and be kept clean and in proper repair.

The ACC reserves the right to approve specific types of screen, storm, and/or security doors that may be installed.

Window Coverings and Window Sun Screens

In order to preserve a uniform exterior appearance of the Buildings, all interior window coverings (drapes, shades, or shutters, etc.) that are visible from any street, common area or neighboring unit must be white, beige, brown or natural wood-tone.

Reflective material, aluminum foil, reflective screens or glass, mirrors or similar items are not to be placed on the outside or inside of any windows.

Retractable sun screens on units with western exposures require prior written approval by the ACC. Sun screens are to be used only to shade the patio or balcony, and only during the sunset hours --- they are to be retracted at all other times.

COMMUNITY RULES

Animals

A total of 2 pets are allowed within a unit provided the unit owner or tenant abides by the provisions of the Declaration and all City, County and State Animal Laws. Only pets that are generally recognized as house or yard pets shall be allowed. The Board shall determine if a pet is in fact a generally recognized house or yard pet.

Pit Bulls, Rottweilers, or any other vicious or dangerous animals (as determined by the Board's sole discretion) are not allowed on the Property. The Board reserves the right to expand this breed and animal prohibition.

The Board may, at any time, require the removal of any pet it finds unreasonably disturbs, or is a danger to, other owners. The Board may exercise this authority for specific pets even though other pets are permitted to remain.

Animals must be leashed when outside the unit at all times. All dogs and cats shall be kept on a leash not to exceed six feet in length when outside of the unit, and all pets shall be directly under the handler's control at all times.

All droppings must be picked up immediately, placed in a plastic disposable bag, and disposed of in a dumpster.

Pets shall not be allowed to make an unreasonable amount of noise, cause an odor, or become a nuisance.

Pets may not be left unattended on patios or balconies.

Pets may not be housed on patios or balconies.

Fitness Center

Only residents of Mill River Condos are permitted to use the Fitness Center.

Heat **must** stay on during winter months at a minimum of 55 degrees.

For the safety of children under the age of 8, they are not to be in the fitness room.

Children between the ages of 8-12 are to be supervised by an adult at all times.

Pets of any kind are not allowed inside the Fitness Center.

Food is not permitted in the Fitness Center.

If you make a mess please pick it up/clean it up.

When finished using the equipment, return it to its original spot.

Turn off all lights and TV when leaving.

If you open a window, close it before leaving.

When leaving, close the door securely behind you. The south door does not close tightly on its own.

Garage Sales, Estate Sales, Yard Sales, Moving Sales, Etc.

Private sales of any kind are not permitted in the Mill River Condos.

Leasing

Unit owners shall not permit his/her unit to be used for transient or hotel purposes, nor shall any unit owner enter into a lease for less than the entire unit.

“Lease” shall be defined as any occupancy of a unit by any person other than the owner of the unit or the owner’s immediate family members, whether or not any consideration is exchanged.

Further, any lease for a period of less than six (6) months in duration is prohibited.

Any unit owner who leases a unit shall deliver to the tenant, prior to the start of the tenancy, a copy of the Declaration, these Community Rules and Regulations, and any amendments thereto.

Each unit owner shall deliver to the Management Company within ten (10) days of commencement of the tenancy, a copy of the lease and a signed acknowledgement by the tenant of receipt of the Declaration and Community Rules and Regulations.

Tenants, like owners, are required to observe all Rules and Regulations that have been adopted by the Association, as well as all other Community documents. However, the unit owner is responsible for the tenant’s and the tenant’s guests behavior. The owner is responsible for fees, fines, attorney costs, etc., that may be imposed or incurred due to tenant non-compliance with the Rules and Regulations, Bylaws, or other Community Documents.

Owners are required to notify the Management Company of tenant changes in order to keep an up-to-date roster of the residents.

If you need additional copies of the CC&R’s or Community Rules and Regulations, they are available through the Management Company.

Noise Control

After 10 PM and before 7 AM, loud noises or shouting that are an annoyance to others are not permitted in the Common Areas or in any unit.

If your neighbor is having a loud party with stereo blaring or your neighbor has a dog that barks continuously or is disturbing you, call the police and report the disturbance. Then notify the Management Company as promptly as possible after the incident.

Outside Speakers and Amplifiers

Radio, stereo or other broadcast devices of any kind, amplifiers or loudspeakers of any kind are not to be placed, allowed or maintained outside of the unit, including on patios, balconies, and in front door areas.

Resident Parking, Garages, Vehicles, and Towing

Unit owners'/tenants' parking shall be confined to individual garages and designated/marked spaces only. Guest vehicles shall be parked in designated/marked spaces only.

Unit owner or tenant/guest shall not be allowed to store any boat, unused vehicle, trucks with a carrying capacity over 1 ton, golf cart, motorhome, camper, RV trailer or the like anywhere on the Property, except within a garage, for more than forty-eight (48) hours. Vehicle/item will be subject to tow if found in non-compliance.

Garage doors need to be closed at all times except for entering and exiting.

Garages will not be converted into any use (which includes, but is not limited to, recreation rooms and storage) which would prevent it from being used as a parking space for the number of vehicles it is designed to contain.

Garages need to be kept in good condition at all times.

Garage door maintenance, repair or replacement of automatic or manual garage door opening and closing mechanisms are the sole responsibility of the owner to whom that garage is assigned.

Any vehicle that is visible to neighboring property must be in operating condition which means registered, operable and driven regularly.

Vehicles that are inoperable will not be permitted in the streets, parking areas, etc. Inoperable vehicles may be placed in garages so they are concealed.

Vehicles will be considered inoperable if they are not registered, have flat tires, are not able to be used, or not used regularly, etc.

Exposed, unlicensed and unused vehicles shall not be permitted as per the City of Coeur d'Alene ordinances.

Vehicles that are parked in the Condos at Mill River Community will need to fit entirely in one parking space while still allowing reasonable access to the vehicle and adjacently parked vehicles. Vehicles that exceed this limitation will not be allowed on property and are subject to tow.

The Board and Management Company have the right to tow any vehicle that is in violation of the CC&R's, The Condos at Mill River Association Rules and Regulations, and/or any City or State parking ordinance. Vehicles that are tagged with a violation will have 48 hours to bring the vehicle into compliance or it will be towed at the owner's expense.

Under no circumstances are vehicles or motorcycles permitted on the lawns.

Sidewalks

Bicycles, skateboards, or motorized vehicles are not permitted to be ridden on community sidewalks.

Motorized handicap accessories are an exception and are allowed.

Any sidewalk chalk must be erased/washed off after each use so it is not visible.

Signs

Signs (including but not limited to, commercial, for sale, political, etc.) are not permitted anywhere within the community (except for the developer's signs as set out in the Declaration/CC&R's) without prior written approval of the ACC.

Storage

Storage of any material cannot be visible above or through the balcony railings or patio fences. Storage includes storage sheds, boxes, shelves, ladders, building materials, miscellaneous parts of any kind, refrigerators, toys, etc.

Storage is not allowed in parking areas or in Common Areas.

Street Parking

Recreational/sport vehicles of any kind, bicycles, basketball goal/hoops of any kind, motorized scooters or skateboards, etc. will not be allowed to park in the streets, on sidewalks, or in courtyards.

Motorized handicap accessories are an exception and are allowed.

The Board has the obligation to observe, set and enforce parking restrictions with notices, fines, and towing.

Trash Dumpsters

All trash must be bagged and boxes broken down when put into the dumpster.

Please make sure the doors to the dumpster enclosure are closed and latched securely after each use.

If a dumpster is full, please place your trash in another dumpster. Trash outside the dumpster will not be collected.

Please remember to close the lids to the dumpster after use. When lids are left open, odors and flies increase and rodents appear. These conditions are a nuisance and health hazard to all residents.

Do not place or discard batteries, tires, transmission fluid, hazardous waste, furniture or mattresses in the dumpster or in the dumpster area. The disposal of this type of debris is the owner's responsibility. The Association does not provide for the disposal of these items. Any owner found to be leaving these items will be billed the entire amount for the proper pick up and disposal of the items.

COMMON AREA RULES

Emergency Access

As a private community we are required to provide full access for emergency vehicles. Therefore we require all vehicles be parked in designated/marked parking spaces so that, in the event of an emergency, large fire trucks or other emergency vehicles may enter. Please park in your assigned parking garage and ask your guests to park in the designated/marked parking spaces.

Vehicles parked illegally in fire lanes, loading zones, handicap spaces, or any area not marked and designated as parking, are subject to fines from the local police department, towing, and action by the Management Company.

Landscape Maintenance

Landscape maintenance at the Condos at Mill River includes mowing, fertilization, trimming, raking, and irrigation service to the Common Areas.

Unit owners and tenants may not plant in the Common Areas, remove or alter any Common Area plants, repair irrigation systems, or "tap" into the irrigation system for their own personal use.

If you see an irrigation problem, please contact the Management Company.

Any owner or tenant that has added perennials in the Common Areas prior to January 1, 2013 has the option of removing their plants now or accepting responsibility, by written agreement, to restore their area to original landscaping upon vacating unit. These perennials must be properly maintained by the owner or be subject to removal by the Landscape Company per authorization of the ACC. The unit owner will be charged for the extra landscape fees associated with the removal of their plants.

Potted Plants

A reasonable quantity of live or silk potted plants and decorative trees, flowers, etc. are allowed at the front entrance to units and on patios and balconies only if kept clean and healthy. Saucers must be used to keep water from draining onto the Common Area and Limited Common Area flooring and subsequently to the floors below.

Potted plants are not allowed in Common Areas, including outside garages/garage courtyards.

Recreational Equipment

Skateboard ramps/jumps, basketball hoops/goals, or other recreational equipment are not permitted.

BBQ's and picnic tables in Common Areas are to be utilized by Mill River Condo residents only. Picnic tables are not to be relocated and grill covers must be placed over BBQ's after each use once BBQ's have cooled down.

Safety Lighting

Community lighting is provided not only for appearance, but also for safety and security. Please report all burned out bulbs to the Management Company for replacement.

Owners/tenants are responsible for replacing all lighting in their front door area, patios, and balconies.

Any unusual or suspicious activities should be reported to the Coeur d'Alene Police Department and then to the Management Company.

AREAS OF OWNER RESPONSIBILITY

Dwelling

Each owner will maintain, repair, replace, restore at his/her expense all improvements and fixtures in his dwelling. This includes all appliances, water heaters and appurtenant facilities, heating and air conditioning equipment, all manual and automatic garage door mechanisms, alarm systems, etc. as set forth in the CC&Rs.

Fire ---- IF AN UNCONTROLLABLE FIRE STARTS IN A UNIT:

- Leave your unit immediately and close the door behind you.
- Use the closest exit or stairway.
- Immediately call 911 from an area that is free from the danger of the fire. Describe the floor and unit number as well as the street address and what you have observed. Don't assume that anyone else has already called.
- Stay calm!

Fire Extinguisher

The Fire Department will, if asked, recommend the type of fire extinguisher equipment to be purchased for your condominium unit. It is recommended that each owner have at least one fire extinguisher.

For personal safety, a family fire emergency plan may be the best investment you can make:

- (1) Review these guidelines;
- (2) Know your exit routes;
- (3) Have a family fire drill from time to time.

Flammable Materials

Fire department regulations stipulate that explosive and flammable materials cannot be stored in residential units. The materials include oil-based paint; paint thinner, gasoline, and any other substances/items deemed flammable.

For your own protection and safety, it is requested that violations observed be reported to the Management Company immediately.

Flooring

For the consideration of unit owners in downstairs units, hard flooring (tiles, hardwood, etc.) is restricted to specific areas in second floor units. Please consult with the Board for specific restrictions for each floor plan type.

Repair of Units

Each unit within The Condos at Mill River will be kept in good condition at all times. If, for some reason, the unit is damaged or destroyed, the unit will be promptly subject to the restrictions in the CC&R's.

Windows and Doors

All windows and doors are the responsibility of the unit owner. The owner must replace and maintain all windows and doors so that they are in good condition at all times, including the garage door.

Winterization

Below are a few things to keep in mind when the winter months are upon us:

- Open kitchen and bathroom cabinet doors to allow warmer air to circulate around the plumbing. Be sure to move any harmful cleaners and household chemicals up out of the reach of children.
- When the weather is very cold outside, let the cold water drip from the faucet served by exposed pipes. Running water through the pipe--even at a trickle--helps prevent pipes from freezing.
- Keep the thermostat set to the same temperature both during the day and at night. By temporarily suspending the use of lower nighttime temperatures, you may incur a higher heating bill, but you can prevent a much more costly repair job if pipes freeze and burst.
- Locate your water main in the event you need to shut off your water in an emergency.
- If you will be going away during the cold weather, leave the heat on in your home, set to a temperature no lower than 55 degrees F.
- Be sure to clear the area near the garage door as snow has a tendency to accumulate and could cause the garage to not close properly, especially those with sensors.
- Garage doors should not be left open during extreme low temperatures.

Specific information regarding Mill River Condo Association:

- The Condos at Mill River will be plowed at accumulations of 3-4 inches of snow.
- Walkways and sidewalks will be cleared once a storm has passed through.
- Owners/tenants should NOT be on any roof clearing the snow. This is a liability for you and for the Association.
- Large accumulations of snow will be moved and piled in the guest parking area if necessary. The Association encourages all residents to park their vehicle in their garage as this will allow the plow trucks to keep the private roads in the complex clear of snow.
- If you come across any icy and unsafe areas in the complex, please notify the Management Company.

If you plan to be gone for an extended period of time:

- Notify the Management Company of your time away and give them a departure date and estimated return date. It may be wise to leave a key with the Management Company in case someone needs to enter your unit during an emergency, such as water flooding your residence. Otherwise, the Association may have the right to hire a locksmith to gain access and pass the related charges to you, the unit owner.
- Adjust heating systems to save money, but keep your unit warm enough to avoid frozen pipes, no lower than 55 degrees F.
- Run hot water through your garbage disposal. Let it dry out, then pour one teaspoon of vegetable oil into the disposal. Don't run any water but turn disposal on for a few seconds (to prevent impellers from getting stuck).
- Bring in anything located outdoors that may blow around in a heavy wind storm (or be stolen).
- Place timers on indoor lamps to make the unit appear occupied. Remember to leave the breaker on for those outlets.
- Wedge dowels in window tracks and sliding doors to prevent burglars from prying them open.
- Close curtains and blinds to prevent anyone from seeing inside.
- Disconnect electric garage door opener to prevent burglars from entering.

- Arrange for a local emergency contact that will have access to your home in case of emergencies and to check on your home occasionally. Have them check to make sure that light bulbs are replaced if they burn out in the lamps that are on timers. Also have them check for leaks or evidence of burglary.
- Lock windows and doors and activate your security alarm. Set a code for use by your emergency contact and notify the alarm company that you will be away.
- Place a temporary stop on newspaper and mail delivery. Make arrangements for someone to pick up any flyers or free newspapers that might be left while you are away.
- Notify trusted neighbors that you will be away so that they can keep an eye out for suspicious activity. Make sure they have your contact information.
- Don't leave a message on your answering machine that tells callers you are out of town. Instead say that you are away from the phone and you will get back to them.
- Before you leave, put the contact information for you and your emergency contact in a conspicuous place. In the off chance of a major emergency, it will help police and other emergency workers contact you quickly.

FINE POLICY AND APPEAL PROCESS

Fine Policy

The following Fine Policy and Appeal Process shall be followed for The Condos at Mill River Association as per Article 18 *Enforcement*, section 18.3.5 of The Condos at Mill River CC&R's.

FIRST WARNING NOTICE: An initial notice of the violation shall be mailed via regular U.S. postal to the owner and tenant requesting compliance within five (5) days or a longer period as set by the Board -- **NO FINE.**

SECOND WARNING NOTICE: If the violation still exists after expiration of the first warning notice period, a second warning notice requesting compliance within five (5) days shall be mailed to the unit owner – **NO FINE.**

THIRD WARNING NOTICE and FINE: If the violation still exists after expiration of the second warning notice period, a third notice requesting compliance within seven (7) days shall be mailed to the unit owner. A \$25.00 fine will be assessed with the third notice and is due immediately.

FOURTH WARNING NOTICE and FINE: If the violation still exists seven (7) days after mailing of the third notice, a fourth notice requesting compliance within five (5) days shall be mailed to the unit owner. A \$50.00 fine will be assessed with the fourth notice and is due immediately.

CONTINUING VIOLATIONS: If the violation still exists five (5) days after the fourth notice, a fine of \$50.00 shall be assessed every day, commencing on the 6th day following mailing of the fourth notice, until the violation is resolved. In addition, the Board shall have the right to remedy the violation and/or take legal action, the cost of which shall be billed to the owner and collected in the same manner as assessments.

FINES: A fine shall not be imposed without first providing two (2) written warnings to the unit owner describing the violation and stating that failure to correct the violation within the periods specified with the warnings, or another recurrence of the same violation within six (6) months of the most recent violation, shall make the unit owner subject to imposition of a fine. Failure to pay any fine shall subject the unit owner to the same potential penalties and enforcement as failure to pay any assessments under Article VII of the Bylaws of Condominium Owners of Mill River.

The Board reserves the right to take any action permitted by law or the CC&Rs, in addition to the above mentioned fine policy.

APPEAL PROCESS

When a violation warning notice is sent to a unit owner, such notice shall include a statement notifying the unit owner that he/she has the "Right of Appeal".

When a unit owner desires to appeal a violation, he/she must notify the Management Company in writing within fifteen (15) days after the date of the violation notice containing the fine.

Appeals shall demonstrate extenuating circumstances which require deviation from the CC&Rs and/or the Rules and Regulations.

Appeal shall include all pertinent backup information to support the existence of the extenuating circumstance.

All decisions of the Board are final and may not be further appealed.

Any appeal that does not meet the above requirements shall not be heard by the Board and shall be considered denied.

The unit owner appealing the violation will be given written notice that a hearing on the appeal is scheduled.

The appeal shall be heard in an Executive Session.

A Board Member will introduce all parties.

The unit owner who is appealing will be asked to state their case and present any applicable documentation.

Lengthy discussions are not a part of an appeal process.

Each Board Member will have the opportunity to ask the unit owner specific questions regarding the appeal.

Upon completion of the question and answer period, the Board President will state the appeal has been heard and the Board will make their decision in a closed session. Written notice of the Board's decision will be delivered to the unit owner within seven (7) working days.

If the appeal is denied, the unit owner must bring the violation into compliance within seven (7) days. If the violation still exists after seven (7) days, the unit owner will be fined \$50.00 every day until the violation is corrected. In addition, the Board may seek legal action to remedy the violation. All costs of legal action will be billed to the unit owner and collected in the same manner as an assessment.



Engineering & Surveying
a Parrett company

Exhibit "A"

MECKEL ENGINEERING & SURVEYING
3906 N. Schreiber Way
Coeur d'Alene, ID 83815
Office 208-867-4838 • Fax 208-864-3347
www.meckel.com



Scott M. Rasor
Sec. 4, T50N, R4W 3/14/06

March 14, 2006

**THE CONDOS AT MILL RIVER
PLAT BOUNDARY
LEGAL DESCRIPTION**

A part of Lot 1, Block 5, Mill River Third Addition, according to the plat on file in Book J of Plats at Page 257, situated in the Southwest Quarter, Section 4, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho; more particularly described as follows:

Commencing at the corner to Sections 4, 5, 8 and 9, monumented according to the Corner Perpetuation and Filing Record form on file under Instrument Number 1524322, from which the Quarter Section corner common to Sections 4 and 5, monumented according to the Corner Perpetuation and Filing Record form on file under Instrument Number 813632, bears North 00°05'32" East, a distance of 2,650.47 feet;

thence along the West line of said Section 4, North 00°05'32" East, a distance of 0.30 feet to a point on the northerly right-of-way line of the Chicago, Milwaukee and St. Paul Railroad;

thence along said northerly right-of-way line, along the arc of a non-tangent curve left, concave to the North, having a radius of 5,699.65 feet, through a central angle of 00°36'45", an arc distance of 60.94 feet and having a chord bearing and distance of South 87°31'34" East, 60.94 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4182;

thence continuing along said northerly right-of-way line, South 87°55'39" East, a distance of 441.66 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4182;

thence along the East line of the Garage Town Condominiums, recorded in Book J of Plats at Page 96, North 00°05'32" East, a distance of 448.48 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4182;

thence along the southerly lines of that parcel described in the deed recorded under Instrument Number 1651306, the Grant of Right of Way recorded under Instrument Number 1986062, and the northerly line of the Mill River Third Addition, recorded in Book J

of Plats at Page 257, South $84^{\circ}47'58''$ East, a distance of 180.82 feet to an iron rod, 5/8 inch diameter, with an aluminum cap marked PLS 4182;

thence along the East line of the parcel described in the deed recorded as Instrument Number 1651306 and the West line of said Mill River Third Addition, North $00^{\circ}05'32''$ East, a distance of 31.38 feet to an iron rod, 30 inches long, 5/8 inch diameter, with an aluminum cap, 2-1/2 inches diameter, marked PLS 6374, the Point of Beginning;

thence along the West line of Lot 1, Block 5 of said Mill River Third Addition, North $0^{\circ}05'32''$ East, a distance of 328.63 feet to an iron rod, 5/8 inch diameter, with an aluminum cap marked PLS 4182;

thence along the southerly line of the Reeves-Farrell Addition to Heutter, recorded in Book C of Plats at Page 52, South $84^{\circ}47'58''$ East, a distance of 316.09 feet to an iron rod, 5/8 inch diameter, with an aluminum cap marked PLS 4182;

thence along the East line of said Reeves-Farrell Addition to Heutter, North $0^{\circ}03'12''$ West, a distance of 60.34 feet to an iron rod, 5/8 inch diameter, with an aluminum cap marked PLS 4182 at the southwest corner of Lot 2, Block 8, Mill River First Addition, recorded in Book J of Plats at Page 202;

thence along the South line of Lot 2, Block 8, Mill River First Addition, recorded in Book J of Plats at Page 202, North $89^{\circ}56'48''$ East, a distance of 102.63 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4182;

thence along the East line of said Lot 2, Block 8, Mill River First Addition, North $0^{\circ}03'12''$ West, a distance of 150.00 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4182;

thence along the North line of said Lot 2, Block 8, Mill River First Addition, South $89^{\circ}56'48''$ West, a distance of 102.63 feet to an iron rod, 5/8 inch diameter, with an aluminum cap marked PLS 4182 at the northwest corner of said Lot 2, Block 8, Mill River First Addition;

thence along the West line of Lot 1, Block 5, of said Mill River Third Addition, North $00^{\circ}03'12''$ West, a distance of 81.85 feet to an iron rod, 5/8 inch diameter, with an aluminum cap marked PLS 4182;

thence along the southerly line of the parcels described on the deeds recorded under Instrument Numbers 1745276 and 1677513, (which are described as part of the abandoned railroad right-of-way) South $73^{\circ}04'49''$ East, a distance of 692.08 feet to an iron rod, 30 inches long, 5/8 inch diameter, with an aluminum cap marked PLS 6374;

thence along the westerly line of Lot 1, Block 1, Mill River Second Addition, recorded in

Book J of Plats at Page 249, South 30°17'27" East, a distance of 170.38 feet to an iron rod, 30 inches long, 5/8 inch diameter, with an aluminum cap marked PLS 6374;

thence along the southerly line of said Lot 1, Block 1, Mill River Second Addition, on the arc of a curve right, concave to the South, having a radius of 1,000.00 feet, through a central angle of 02°57'54", an arc length of 51.75 feet and having a chord bearing and distance of South 83°56'45" East 51.74 feet, to an existing PK nail with a washer marked PLS 4182, which is witnessed by an iron rod, 30 inches long, 5/8 inch diameter with an aluminum cap marked PLS 6374, North 83°56'45" West, 51.74 ft. distant and witnessed by an iron rod, 1/2 inch diameter with a plastic cap marked PLS 4182, South 23°04'49" West, 51.97 ft. distant;

thence along the westerly line of Block 1, Mill River First Addition, recorded in Book J of Plats at Page 202, South 23°04'49" West, a distance of 626.37 feet to an iron rod, 30 inches long, 5/8 inch diameter, with an aluminum cap marked PLS 6374 on the northeasterly right-of-way line of Riverway Place, according to said Plat of Mill River Third Addition;

thence along the northeasterly and northerly right-of-way line of said Riverway Place, the following four (4) courses:

- 1) along the arc of a curve left, concave to the southwest, having a radius of 180.00 feet, through a central angle of 70°18'11", an arc distance of 220.86 feet and having a chord bearing and distance of North 31°46'06" West, a distance of 207.27 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4182;
- 2) thence North 66°55'11" West, a distance of 318.04 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4182;
- 3) thence along the arc of a curve left, concave to the South, having a radius of 600.00 feet, through a central angle of 30°01'48", an arc distance of 314.48 feet and having a chord bearing and distance of North 81°56'06" West, 310.89 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4182 at a point of reverse curvature;
- 4) thence along the arc of a curve right, concave to the North, having a radius of 988.00 feet, through a central angle of 09°16'01", an arc distance of 159.80 feet and having a chord bearing and distance of South 87°41'00" West, 159.63 feet, to the Point of Beginning, containing 11.775 acres of land, more or less;

SUBJECT TO:

Any existing easements, covenants, conditions, rights, reservations, restrictions or encumbrances of record or in view.