

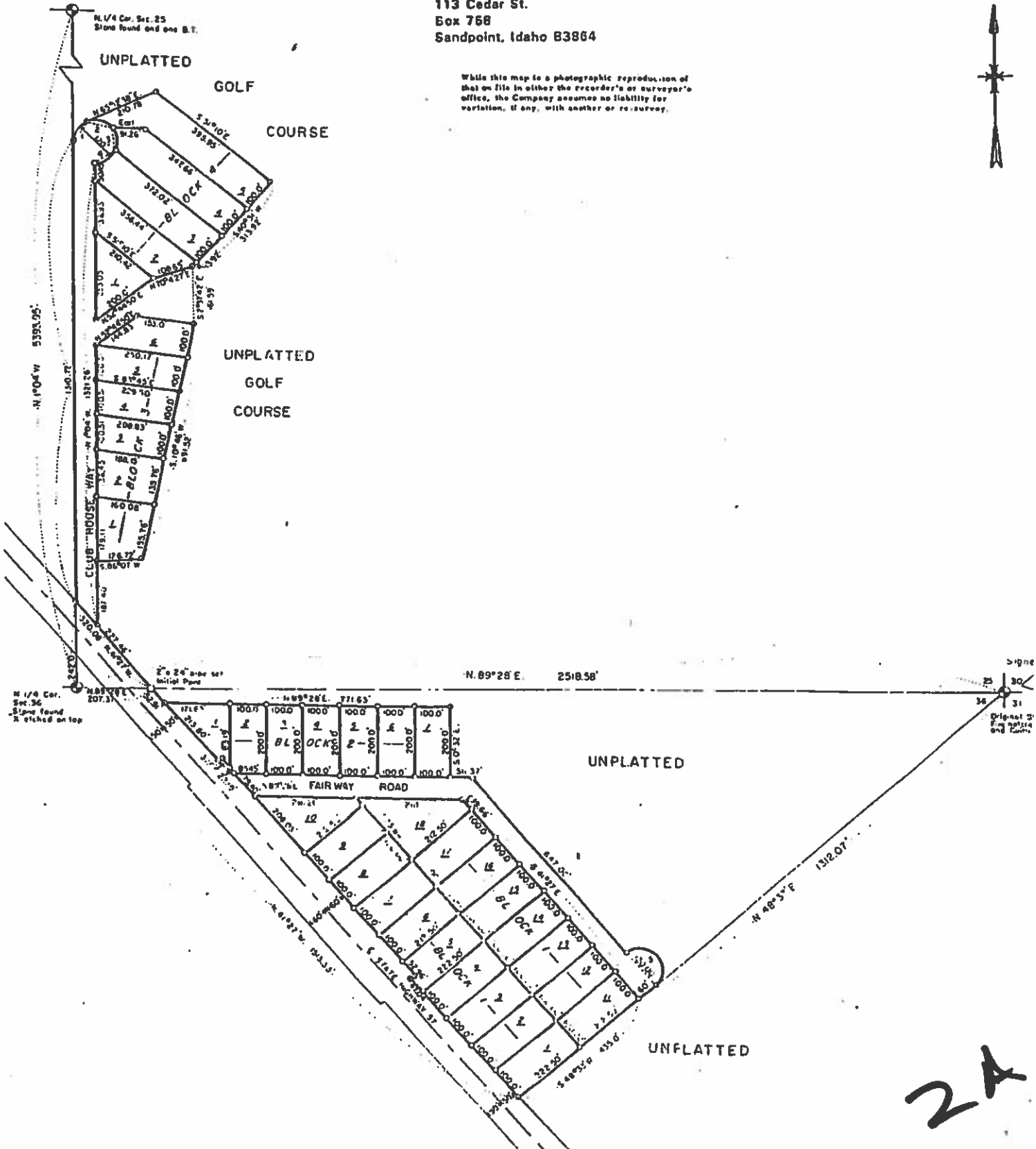
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PRIEST LAKE GOLF CLUB ESTATES

Addition to Bonner County, Idaho in Sec's. 25 and 36. Twn 60N., R. 5W. B.M.

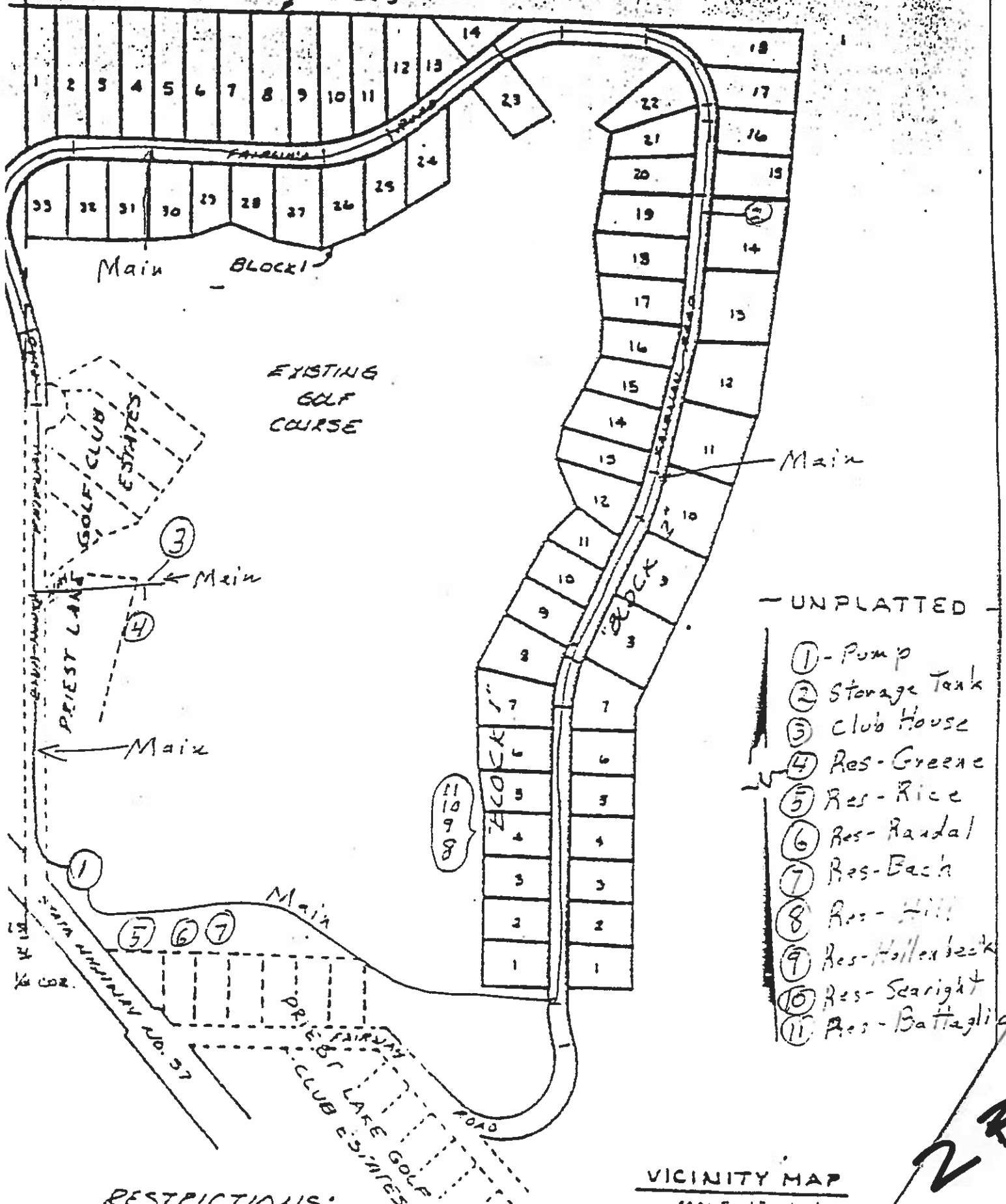
Safeco Title Insurance Company of Idaho
113 Cedar St.
Box 768
Sandpoint, Idaho 83864

While this map is a photographic reproduction of that on file in either the recorder's or surveyor's office, the Company assumes no liability for variation, if any, with another or resurvey.



FIRST ADDITION

UNPLATTED SECTIONS 25 & 36, TOWNSHIP 60 N., RANGE 5
BONNER COUNTY, IDAHO



UNPLATTED

- ① - Pump
- ② - Storage Tank
- ③ - Club House
- ④ - Res-Greene
- ⑤ - Res-Rice
- ⑥ - Res-Randal
- ⑦ - Res-Each
- ⑧ - Res-Hill
- ⑨ - Res-Hollenbeck
- ⑩ - Res-Searight
- ⑪ - Res-Battaglia

RESTRICTIONS:

VICINITY MAP
SCALE 1" = 400'

27

117598

RESTRICTIONS SHOWN ON PLAT OF PRIEST LAKE GOLF CLUB ESTATES ADDITION
TO BONNER COUNTY

FILED August 16, 1968 under Document No. 117598 in Book 3 of Plats,
Page 17, records of Bonner County, Idaho.

"The roadways shown hereon are hereby dedicated to the Public.

There shall be no more than one single family residence per lot and a
resubdivision of lots will not be allowed.

Individual sewer systems shall be of septic tank and drain field type
and shall conform to the laws of the State of Idaho and the rules and
regulations of the Idaho State Department of Health.

No part of any sewer system will be allowed nearer than 100 feet to
any domestic water source."

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DECLARATION OF RESTRICTIVE COVENANTS COVERING LOTS IN PRIEST LAKE GOLF CLUB ESTATES, AN ADDITION TO BONNER COUNTY, IDAHO, IN SECTIONS 25 and 36, TOWNSHIP 60 NORTH, RANGE 5 W.B.M.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, PRIEST LAKE GOLF CLUB, INC., an Idaho corporation, with principal place of business at Hill's Resort, Priest Lake, Idaho, is the owner of the attached tract of land located in Bonner County, Idaho, which has been platted as Priest Lake Golf Club Estates in Book 3 of Plats, Page 17, in the Office of the County Recorder of Bonner County, Idaho, and hereby makes the following declarations as to the limitations, restrictions and uses to which the lots constituting the said Priest Lake Golf Club Estates may be put, and the undersigned hereby specify that said Declarations shall constitute covenants to run with the land as provided by law and shall be binding upon all parties and persons claiming under them and for the benefit and limitation upon all future owners of said Addition and all future additions. This Declaration of Restrictive Covenants is designed for the purpose of keeping said Additions desirable, uniform and suitable in architectural design and use and for the purposes specified herein.

1. All lots, tracts and parcels in the plat of Priest Lake Golf Club Estates shall be used only as herein set forth, and said designated usage can only be changed by the approval of Priest Lake Golf Club, Inc., through the Architectural Control Committee which shall be appointed by said Priest Lake Golf Club, Inc.
2. All lots in said plat are restricted to residential use and no subdivision of said lots shall be made without the approval of the Architecture Control Committee.
3. Prior to the construction of any dwelling or other buildings upon said lots, plans and specifications therefor must be presented to the Architectural Control Committee and approved by same in writing, which Architectural Control Committee shall consist of:

George W. Hill

Ron J. Burns

Harold W. Coffin

Hill's Resort, Priest Lake, Idaho

E. 1106 Rockwood Blvd., Spokane, Wash.

The members of the said Committee may be changed from time to time by the Board of Directors of Priest Lake Golf Club, Inc., and the action of a majority of the Committee shall constitute the action of the Committee.

The Architectural Control Committee shall specify set-back provisions depending on the nature and contour of any lot in said plat.

-continued-

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No tents, trailers, mobile homes, or other structures of temporary nature for human habitation shall be allowed on said lots without the express unanimous authority of the Architectural Control Committee which shall restrict any permissible uses of this nature to emergency situations only and of duration of less than six months.

All exterior lighting and all fences shall come under the exclusive control of the Architectural Committee.

4. If the parties hereto, or any of them or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

5. There are hereby reserved to Priest Lake Golf Club, Inc., for the purpose of installing and maintaining public utility facilities, easements upon the roadways and a 5 foot utility strip as shown upon the plats or upon the rear 5 feet of each lot.

6. These covenants will run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to delete said covenants.

7. These restrictive covenants may be altered, amended or deleted in whole or in part if agreed to in writing by 75% or more of the then lot owners in the said Priest Lake Golf Club Estates and by Priest Lake Golf Club, Inc.

8. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED this 14 day of May, 1968.

PRIEST LAKE GOLF CLUB, INC.
By _____ s/ George Hill
President
s/ Harold W. Coffin
Secretary

Acknowledged May 14, 1968 by George Hill and Harold W. Coffin, President and Secretary respectively of Priest Lake Golf Club, Inc., before John R. Quinl, Notary Public in and for the State of Washington, residing at Spokane.
FILED FOR RECORD June 5, 1970 under Document No. 127528, records of Bonner County, Idaho.

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FILED FOR RECORD

7-8-85 AT 12:14

IN REQUEST OF

SAFECO Title Ins.

LEOPOLD O. CHAPIN, BONNER COUNTY RECORDER STATE OF IDAHO

8800

BOOK NO.

1211

304953

Coffin & Brooke
1200 Washington
Trust Fin. Center
Spokane, WA 99204-0464

DECLARATION OF RESTRICTIVE COVENANTS

PRIEST LAKE GOLF CLUB ESTATES
FIRST ADDITION

Sections 25 and 36, Township 60 North,
Range 5 W.B.M., Bonner County, Idaho

NOW ALL MEN BY THESE PRESENTS:

That the undersigned, PRIEST LAKE GOLF CLUB, INC., an Idaho corporation, with its principal place of business at Priest Lake, Idaho, is the owner of the tract of land known as First Addition to Priest Lake Golf Club Estates, which has been platted and appears in Book 1211 of Plats, page 22, in the office of the Recorder of Bonner County, Idaho, and hereby makes the following declarations as to the limitations, restrictions and uses to which the lots constituting the said First Addition to Priest Lake Golf Club Estates may be put, and the undersigned hereby specify that said Declarations shall constitute covenants to run with the land as provided by law and shall be binding upon all parties and persons claiming under them and for the benefit and limitation upon all future owners of said First Addition. This Declaration of Restrictive Covenants is designed for the purpose of keeping said Addition desirable, uniform and suitable in architectural design and use and for the purposes specified herein.

1. All lots, tracts and parcels in the said plat except Lots 1 through 9 inclusive in Block 1 of said addition, to which reference will be made in this paragraph, shall be used as herein set forth, and said designated usage can only be changed by the approval of the Architectural Control Committee hereinafter named, or its successor.

The said Lots 1 through 9 are being deeded as a tract or parcel to James W. Anderson and Kay L. Anderson, who are about to file Articles of Condominium relating to said Lots 1 through 9, which Articles of Condominium will provide for 36 units in buildings which may overlap lot lines. Said Articles and ByLaws do provide for certain approval by the Architectural Control Committee provided for in this Declaration. The Articles of Condominium take precedence over these restrictions as to said Lots 1 through 9.

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2. All lots in said plat are restricted to residential use and no subdivision of said lots shall be made without the approval of the Architectural Control Committee. No more than one residence shall be placed upon one lot, save and except with the approval of the Architectural Control Committee. All buildings will be constructed in accordance with all applicable governmental codes and regulations, and that will be maintained at all times in good and reasonable condition of repair.

3. Prior to the construction of any dwelling or other buildings upon said lots, plans and specifications therefor must be presented to the Architectural Control Committee and approved by same in writing, which Architectural Control Committee shall consist of:

GEORGE W. HILL, HAROLD W. COFFIN, THOMAS THARP

The members of the said Committee may be changed from time to time by the majority of the Architectural Control Committee. The action of a majority of the Committee shall constitute the action of the Committee.

No tents, trailers, mobile homes or other structures of temporary nature for human habitation shall be allowed on said lots without the express authority of the Architectural Control Committee which shall restrict any permissible uses of this nature to emergency situations only and of duration of less than six months.

All exterior lighting, fence design and the color of paint of all buildings and fences shall be submitted to and be subject to the approval of the Architectural Control Committee, so the construction shall blend in well with the general area.

4. If the parties hereto, or any of them or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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5. There are hereby reserved to Priest Lake Golf Club, Inc., or its successor, for the purpose of installation and maintenance of public utility facilities, easements upon the roadways in said plat, and upon a five foot strip along the rear or front of each lot as determined by the Architectural Control Committee.

6. These covenants will run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to delete said covenants.

7. These restrictive covenants may be altered, amended or deleted in whole or in part if agreed to in writing by 75% or more of the then lot owners in the said Priest Lake Golf Club Estates First Addition.

8. No commercial enterprises shall be conducted upon the real property involved in the platted area, but this shall not prevent the private renting of a dwelling upon any lot. No noxious or offensive activity shall be carried on within the subdivision nor shall anything be done or permitted which shall constitute a public nuisance therein. e

9. The water supply system shall be located, constructed and equipped in accordance with the requirements, standards and recommendations of the appropriate governmental authority having jurisdiction thereof. The developers make no further representations concerning said system nor the quality or quantity of water therefrom nor do they assume any further obligation therefor. The homeowners association will own and operate and maintain said water system.

10. No animals shall be permanently kept on any of the lots, in excess of the period of 24 hours at any one time, except for domestic household pets, and all dogs shall be on leash or shall be in a fenced-in area. No animals shall be permitted to become a nuisance.

11. All houses and other structures shall be set back and constructed so that no part of such house or structure is within fifteen feet of any street or any lot line; any variance thereof shall have to be approved in writing by the Architectural Control Committee. The nature and contour of the lot shall be important elements in granting variances.

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12. If any person shall violate or threaten to violate any person or persons owning real property in said subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument to restrain the person or persons violating or threatening to violate these covenants and to recover damages, actual and punitive, for such violations, and the successful person in the action shall be entitled to reasonable attorney's fees from the other party in the action.

13. Invalidation of any one of the provisions of this instrument by judgment or court order or decree shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3 day of July, 1985.

PRIEST LAKE GOLF CLUB, INC.

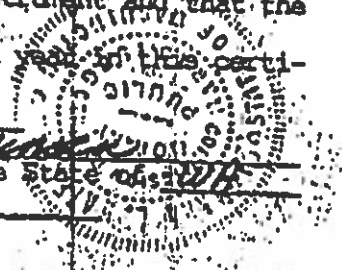
By [Signature]
President
By [Signature]
Secretary

STATE OF WASHINGTON)
County of SPOKANE) SS

ON this 3 day of July, 1985, before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared GEORGE W. HILL and HAROLD W. COFFIN, to me known to be the President and Secretary, respectively, of PRIEST LAKE GOLF CLUB, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed for said corporation, for the uses and purposes therein mentioned, and in oath stated that they are authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first certified above written.

[Signature]
Notary Public in and for the State of WA
Residing at SPOKANE



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