



Priest Lake
GOLF ESTATES

**Protective Covenants For
Priest Lake Golf Club Estates – Second Addition
Bonner County, Idaho
October 15, 2000**

J.A. Sewell & Assoc
600 4th St. West
Newport, WA 9915

FILED BY 591747
Hill's Resort
2001 NOV 16 A 10:42
6300
MARIE SCOTT
BONNER COUNTY RECORDER
PROTECTIVE COVENANTS FOR
PRIEST LAKE GOLF CLUB ESTATES
BONNER COUNTY, IDAHO
JMB DEPUTY [OCTOBER 15, 2000]

SECOND ADAM

WHEREAS, Priest Lake Golf Club, Inc., an Idaho Corporation (hereinafter sometimes referred to as "PLGC, Inc.") is the owner of certain real property located in the County of Bonner, State of Idaho, which has been platted as the Priest Lake Golf Club Estates (hereinafter sometimes referred to as the "Golf Club Estates"), more particularly described in EXHIBIT "A" attached hereto and made a part hereof, and;

WHEREAS, the Owners of Golf Club Estates desire to place certain restrictions on the use of the subject land for the benefit of PLGC, INC. and the grantee, successors or assigns of PLGC, INC. in order to establish and maintain the character and value of real estate and quality of life at Golf Club Estates;

NOW, THEREFORE in consideration of the promises contained herein, PLGC, INC. for itself and its grantees, successors and assigns, does hereby impose, establish, publish, acknowledge, declare and agree with, to and for the benefit of all persons who may acquire an interest in any of the tracts or lots at Golf Club Estates, the following restrictions, covenants, and conditions, (hereinafter sometimes referred to as the "Covenants") all of which shall be deemed to run with the land and inure to the benefit of and be binding upon PLGC, Inc., and its respective grantees, successors and assigns.

There shall be established a legal entity known as the Priest Lake Golf Club, Inc. Property Owners' Association (hereinafter referred to as GCEPOA) for the purpose of administering these covenants to whatever extent the authority to so administer is conveyed by these covenants.

PLGC, Inc. reserves the right, in its absolute discretion, to modify these covenants, from time to time, by written amendment, until such time as PLGC, Inc. shall voluntarily relinquish such right, in writing, or when PLGC, Inc. shall no longer own at least 20% of all lots, existing or potential, within the Golf Club Estates PUD. PLGC, Inc. further reserves the right to appoint all members of the GCEPOA board of directors, until such time as 26% of all existing and potential lots within the PUD have been sold. After 26% of all existing and potential lots within the PUD have been sold, some board members shall be elected by majority vote, as set forth in the by-laws of the Golf Club Estates Property Owners' Association, with property owners having voting rights as set forth in paragraph 1.15 below.

1. Definition – As used herein, the following words and terms shall have the following meanings:

1.1 Committee – The Covenants Committee, appointed by the GCEPOA Board of Directors, established to administer and enforce provisions of these Covenants.

1.2 Architectural Review Board (ARB) – The Board in charge of all architectural approvals for the Golf Club Estates P.U.D. as appointed by the Covenants Committee.

1.3 VP, Inc. – The entity charged with the management and operation of roads, sewer, and water plants, and other facets of the Golf Club Estates PUD, including, but not limited to Golf Club Estates Golf Course and related amenities.

1.4 County – County of Bonner.

1.5 Commercial Tract – Includes land used for Golf Club house and maintenance facilities, retail sales facilities, commercial service facilities and/or other commercial enterprises.

1.6 Dwelling Unit – One or more rooms, in addition to a kitchen and bath facilities, in a permanent building designed for and used as a dwelling exclusively by one family of one or more human beings as an independent housekeeping unit and independent of other such families; such dwelling units shall not include mobile homes, hotels, clubs, hospitals, temporary structures such as tents, railroad cars, trailers, motor homes or motor campers, campers, street cars or metal prefabricated sections.

1.7 Condo Resident Lot – A lot which can be used solely for residential purposes and upon which not more than one building, containing three dwelling units, attached by at least one common wall or floor, together with appropriate outbuildings, may be constructed.

1.8 Lot – A legal parcel of land located in the PUD

1.9 Multiple-Unit Residential Lot – A lot which can be used solely for multiple-family residential dwelling purposes (condominiums, townhouses, fractional ownership, apartments and cluster housing), and upon which the number of condominium, townhouse, apartment or cluster units to be constructed shall be shown on the PUD plat, as revised from time-to-time, provided all provisions of these Protective Covenants and Bonner County ordinances and approved plats and permits are otherwise complied with.

1.10 PUD – The Planned Unit Development, as recorded in the office of the County Clerk and Recorder of Bonner County, Idaho, in its various stages: sketch plan, preliminary plans, and final plats.

1.11 Open Space Tract – That portion of the PUD held by PLGC, Inc. for ultimate ownership by the GCEPOA to be used by residents and visitors to the PUD and, with Committee approval, the public in general for hiking, picnicking, wetland, viewing, playing or cross-country skiing. Such tracts shall always remain open space without any buildings or any type of permanent structures built upon them.

1.12 Gross Residential Floor Area – The total floor area within the enclosing walls of dwelling units, including but not limited to closets, service areas, and interior

walls within the units, but excluding balconies, open porches, patios, terraces, hallways, corridors, stairwells, garages, and service areas outside the dwelling unit enclosures, and uninhabitable heating or mechanical equipment areas.

1.13 Plat – The final plat as recorded in the office of the County Clerk and Recorder of Bonner County, Idaho.

1.14 Property Owner – As used in this instrument, the phrases "real property owner," "property owner" or "owner of real property" shall mean any natural person, partnership, corporation, association or other business entity which shall own an estate, as a co-tenant or otherwise, in fee simple, of any portion of the lands included within the boundaries of the PUD. Such phrases shall not include within their meaning the holder or owner of any lien or secured interest in lands or improvements thereon within the PUD nor any person claiming an easement or right-of-way for utility, transportation or other purpose through, over or across any such lands.

1.15 Golf Club Estates Property Owners Association (GCEPOA) – GCEPOA shall be a registered Idaho non-profit corporation. Each property owner shall automatically be a member of the GCEPOA.

NOTE: Voting rights in the Association shall be set forth in the Golf Club Estates Property Owners' Association Bylaws.

NOTE: For details on voting rights retained by PLGC, Inc. and its right to control the GCEPOA, please refer to the bylaws of the GCEPOA.

2. Common Facilities – All common facilities not maintained by PLGC, INC. which shall be operated by the GCEPOA, at its sole expense.

3. Architectural Review Board (ARB) – The ARB shall consist of three members selected by the Committee and shall serve at its pleasure. The ARB shall exercise its best judgment to see that all improvements, structures, landscaping, and all alterations on the lands within the PUD are designed and constructed to promote and ensure the health, safety and welfare of the residents of Golf Club Estates and the general public. The ARB shall exercise its best judgment to see that all improvements within the PUD conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siding, height, topographic grade, drainage, erosion control and finished ground elevation.

The ARB shall have the right to disapprove any plans, specifications or details submitted to it if the design or color scheme of the proposed building or structure is not in harmony with the general surroundings of the real property or adjacent buildings or structures, if the plans and specifications are incomplete, or if the Board deems the plans, specifications, details, or any part thereof to be contrary to the health, safety, interests welfare or rights of all or any part of the real property subject hereto or the owners hereof.

3.1 **Building Envelopes** – The ARB shall have the right and authority to designate a building envelope on all lots sold by the PLGC, Inc. subject to Bonner County Revised code setbacks and PUD conditions of approval.

3.2 **Notice and Hearing** – When a decision is reached by the ARB, which is adverse to the request of a property owner, that owner shall be notified in writing within ten (10) days of the Board's decision. The owner shall then have the right to have the decision reviewed by requesting such reconsideration, in writing, within ten (10) days of receipt of such notice. The owner shall have the right to present evidence and witnesses. The hearing shall be held within twenty (20) days of the Board's receipt of the request for a hearing. A written decision stating the reasons therefore shall be given to the owner within five (5) days of the hearing. Such decisions shall be final, unless overturned by the Committee at a properly called meeting.

3.3 **Building Time Incentive** – If anyone purchasing a home site from the original PLGC, Inc. shall begin construction on an approved residence within twenty-four (24) months of the date of transfer of title to purchaser, from the PLGC, Inc., and diligently pursue the completion of such residence, which shall in no event take longer than twelve (12) consecutive months, such purchaser shall receive an additional two year "couple" golf membership in PLGC, Inc.

4. **Preliminary Plan Approval** – Persons who anticipate constructing improvements on lands within the PUD shall submit preliminary sketches of such improvements to the ARB for preliminary approval. A non-refundable \$50.00 preliminary plan review fee shall accompany each submittal. All preliminary sketches shall be submitted in duplicate and shall contain a proposed site plan, together with sufficient general information on all aspects to allow the ARB to make appropriate determinations on preliminary approval until such time as final plans are submitted and approved. All development is subject to building permits from Bonner County.

5. **Final Plan Approval** – No improvements of any kind shall be erected, altered, or permitted to remain on any lands within the PUD, nor shall any excavating, clearing, removal of trees, shrubs, or landscaping be done on any lands within the PUD unless the complete plans and specifications are approved by the ARB prior to the commencement of such work, except for those plans and alterations to the Priest Lake Golf Club, Inc. Club House. A fee of \$100 shall be paid to the ARB to cover costs and expenses of the review. This amount will be subject to change at ARB discretion.

The ARB shall consider the materials to be used on the external features of buildings or structures, harmony of external design with existing structures within said PUD, location with respect topography and finished-grade elevations, harmony of landscaping with the natural setting and surroundings. The preliminary sketches or complete architectural plans and specifications must be submitted in duplicate and signed for identification by the owner. If the ARB fails to take any action within 30 days after complete plans and fees for such work have been submitted to it, then all submitted plans shall be deemed to be approved. If the ARB does not approve the

plans, a list of non-conforming items must be attached to the plans and returned to the applicant.

All purchasers of property at Golf Club Estates, are hereby notified that for health, safety or other reasons, the PLGC, Inc., which is in charge of the operation of the water and sewer systems for Golf Club Estates, shall not be authorized to allow a sewer or water hookup to its system by any property owner until such property owner has received written approval of his/her building plans by the ARB and received a certificate from the ARB certifying that the house, condominium or other structure had been completed in accordance with such approved building plans. All Development is subject to building permits from Bonner County.

6. **Plans and Specifications** – Plans and specifications submitted to the ARB shall show the nature, kind, shape, height, materials, floor plans, location, exterior color schemes, alterations, grading drainage, erosion control, and all other matters necessary for the ARB to properly consider and make a determination thereupon. The plans shall include: a site plan, showing all existing topographic features, i.e., contours at 2 foot intervals, trees, rock outcroppings, etc., and floor plans showing all floors and four elevations. All submittals shall include samples of all exterior-building materials. The ARB shall disapprove any plans and specifications submitted to it which are not sufficient for it to exercise the judgment required of it by these Covenants.

7. **Variances** – Under certain circumstances, involving matters such as unusual topography, location of trees, brush, rock outcroppings, aesthetic considerations, or view, the Committee may, by a two-thirds vote, allow reasonable variances as long as such variance is not in conflict with the County regulations and has been recommended by the ARB. Approval or disapproval by adjoining property owners of such variances shall be considered by the Committee in making any such decisions. After approval of any proposed variance, the changes to be performed pursuant to such variance shall be completed with due diligence and in conformity with conditions of approval. Failure to complete the change within one year after date of approval, or to complete the change in accordance with the terms of approval, shall automatically revoke the approval and the Committee may require the property to be restored as nearly as possible to its previous state. Upon written request of the proponent, the time for completion of any such work may be extended by the Committee for good cause.

8. **Maintenance of Property** – All private property and all improvements, structures and landscaping on any lot shall be kept and maintained by the owner thereof in clean, safe, attractive and sightly condition and in good repair. Failure to do so shall give the Committee a cause of action against the offending property owner.

9. **Fire Plan** – All property owners shall be required to comply with the conditions of a Fire Plan if such a plan is adopted by the GCEPOA.

10. **Unsigntliness** – No unsightliness shall be permitted upon any of the property. Without limiting the generality of the foregoing, the following guidelines shall apply:

10.1 Any unsightly structures, facilities, equipment, tools, boats, vehicles, objects and conditions shall be enclosed within an approved structure or appropriately screened from view.

10.2 No trailer, mobile homes, tractors, truck campers or trucks (other than pickups or jeeps) shall be kept or permitted to remain upon the property, except as may be used for general transport purposes.

10.3 No vehicle, boat or equipment shall be constructed, reconstructed, repaired (other than minor maintenance) or abandoned upon any of the property, and no major or commercial vehicle repairs shall occur on the property.

10.4 No lumber, grass, shrub or tree clippings, plant waste, metals, ashes, bulk materials or scrap shall be kept stored or allowed to accumulate on any of the property except in service yards. ?

10.5 Refuse, garbage and trash shall be placed and kept at all times in a covered container. Such containers shall be kept from view within an enclosed, approved structure or appropriately screened from view.

10.6 Fuel storage tanks installed outside any building, and used only for heating that building shall be either buried below the surface of the ground or screened to the satisfaction of the ARB by fencing or landscaping.

11. Annoying Lights, Sounds or Odors – No unreasonably bright or glaring light shall be emitted from any lot or property. Exterior lights are subject to prior approval by the ARB. Exterior lighting that is subdued and is not directly visible from adjacent dwellings will be permitted for such purposes as illuminating entrances, decks, driveways, parking areas and other purposes as approved. No sound louder than 75 decibels shall be emitted from any lot or property except security and fire alarm devices used exclusively to protect any of the property or buildings and only in an emergency situation. No odors shall be emitted from any lot or property which is noxious or offensive to others. No burning of trash, leaves, garbage or other household refuse, etc., shall be permitted.

The Committee and the ARB reserve the right to require all stoves, fireplaces and fossil fuel furnaces to be equipped with state-of-the-art pollution control devices as they become available and economically feasible. This right shall extend to buildings already in existence or under construction at the time of passing of any resolution pursuant to this section.

12. Recreation Off-Road Vehicles – No person shall operate a motor cycle, snowmobile or other similar motorized vehicle, e.g., ski mobile, skidoo, snow cat, etc., or any aircraft upon any part of the subdivision except for: 1) ingress and egress, 2) emergency or authorized maintenance purposes; and, 3) at the description of the GCEPOA. This shall not prohibit the use of normally licensed vehicles on public or private roads within the PUD.

13. **Liability** – The GCEPOA, PLGC, Inc., ARB, or any other person or entity shall not be liable for damages to any person or entity submitting any plans and specifications, or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such plans and specifications.

Any owner submitting, or causing to be submitted, any plans and specifications to the ARB agrees and covenants that said owner will not bring any action or suit to recover damages against the GCEPOA, PLGC, Inc., or ARB, except in the case of arbitrary and/or capricious abuse of discretion.

14. **Records** – The ARB shall keep and safeguard for at least three years complete permanent, written records of all applications for approval submitted to it, including one set of all plans and specifications so submitted, and all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

15. **Re-subdivision** – No lot shall be re-subdivided except as necessary to accommodate minor lot-line adjustments, and in conformance with Bonner County land use codes, and no building shall be constructed or allowed to remain on any tract that comprises less than one full lot, as recorded on its final plat.

16. **Easements** – Easements and rights-of-way are hereby reserved as shown or described on the final plats of the PUD as they are recorded in the office of the County Clerk and Recorder of Bonner County, Idaho. In addition, the following easements and rights-of-way are reserved:

16.1 Easements in the road rights-of-way for water, sewer, gas, electrical, telephone, television and other utilities, together with the installation, repair and maintenance thereof.

16.2 A general easement maintained in perpetuity over and across all in the PUD in favor of PLGC, INC. for installation, repair, improvement, removal and maintenance of utility facilities including water, water drainage, water storage, energy transmission, energy storage, communication and similar services, provided the use and exercise of said easement shall not unreasonably disturb improvements, including walks, drives, fences, or landscaping existing up a tract at the time of exercise or use of said easement. This shall not preclude temporary disturbances when deemed necessary by PLGC, INC., or the Committee, for the general health, well-being, safety or welfare of the residents of Golf Club Estates or the general public.

16.3 In addition to typical utility and drainage easements shown on the plat, easements ten feet in width are reserved along each side of every public roadway for slope maintenance, drainage and snow storage.

16.4 The PLGC, Inc. reserves the right to reserve, grant or obtain from owners additional easements where necessary for installment and maintenance of utilities, and for access, over, under and across all portion of the PUD, so long as such easements do not encroach upon any building envelope. In the event of exercise of such easement rights, and such exercise interferes substantially with vegetation on any owner's

property, the party so exercising the easement right shall restore the property to its original condition as far as is reasonably practicable.

17. **Trees, Timber and Rocks** – No trees of a diameter of six inches or greater shall be cut down or removed in the subdivision except with the prior written approval of the ARB.

No timber or rocks may be cut or removed from the subdivision without written permission of the GCEPOA. Any person who violates this section may be subject to a \$1,000 penalty or actual damages to the property; whichever is greater, which may be imposed pursuant to the penalty provisions of these Covenants.

18. **Pets** – The keeping of pets, except dogs, cats and other household pets, shall not be allowed on lots except those lots, or parcels of land, or in any parcels of land later added to the Golf Club Estates PUD development which shall be divided into parcels of five (5) acres or more. Said pets shall be kept confined within the homeowner's property by fencing said property or using other appropriate restrains in a safe and humane manner. Any dogs, cats, and other household pets brought into the PUD shall be kept inside a building or when outside shall be within an approved pet run, kennel, or on a leash no longer than ten feet. Pet owners shall not allow pets to defecate on the property of another, or, in the event this shall happen, the owner shall remove and dispose of the material immediately. Pets shall be kept completely under control of the owner at all times. No pets shall be allowed to roam at will throughout the PUD. A pet run or kennel facility shall be appropriately screened and must be approved by the ARB as to materials, architectural styling, location and appearance. Pets shall not be allowed to make such noise as to disturb the peace of any neighbor. In the event of a violation of this rule, the Committee, if necessary, will have the authority to impound the animal or to take any other action permitted by law.

The Committee is hereby empowered to impose reasonable monetary fines on owners violating provisions of the above paragraph and to bring actions at law or in equity to restrain any continuing violations. The party in violation shall be required to pay all court costs and attorney fees. Said costs and fees shall represent a lien on the property of the party in violation as detailed herein.

19. **Fences** – An objective of PLGC, INC. is to provide for the free and uninhibited movement of all wildlife, and to enhance the natural and pristine atmosphere of Golf Club Estates. In approving any fence or walls, the ARB shall consider such objectives. The fencing of the entire lot is prohibited in order to maintain these objectives. No fence, wall or similar barrier of any kind shall be constructed, erected or maintained on any lot unless approved by the ARB. Chain link fences shall not be permitted. No fence shall be greater than six feet (6') in height in multi-family areas. All fences shall be constructed of natural materials that are in keeping with the quality, style and nature of the development, with due regard to its compatibility with the natural surroundings.

20. **Service Yards** – All clothes lines, equipment, service yards or storage piles on any lot shall be kept screened by planting or fencing approved by the ARB, so as to conceal them from the view of neighboring lots, access roads and areas surrounding the property.

21. **Exterior Mechanical Equipment** – Propane storage tanks, air-conditioning equipment and other such equipment shall not be exposed to the public view and shall be installed and maintained so as not to endanger or annoy anyone.

22. **Trash and Garbage** – No trash, ashes or other refuse may be thrown or dumped on any land within the PUD, nor shall the burning of refuse out-of-doors be permitted except as provided herein. No incinerator or other device shall be constructed, installed or used by any person for the inside or outside burning of refuse. Trash, garbage or rubbish herein shall include waste, rejected, valueless or worthless matter, materials and debris, useless, unused, unwanted, or discarded articles from an ordinary household, waste from the preparation, cooking, and consumption of food and market refuse. Tree branches, twigs, grass, shrub clippings, weeds, leaves, and other general yard and garden waste materials may be burned in the period of October 1 through April 30 and pursuant to state and local burning restrictions. It shall not include food or food products to be prepared over outdoor open fires, or wood or other materials used for fuel in fireplaces.

23. **Utilities** – All utility lines shall be located underground unless, in the opinion of PLGC, Inc., it is disruptive or impractical to do so. All exterior electric, telephone or similar panels shall be enclosed or screened from view with other than plant material.

24. **Signs** – No signs, billboards, poster boards or advertising structure of any kind shall be erected or maintained on any lot or structure for any purpose whatsoever, unless such signs have been approved by the ARB and in compliance with Bonner County Revised Code. The intent is to limit the design parameters of signing and graphics displays to harmonize with and complement the environment, both natural and man-made.

(1) The ARB reserves the right to review, approve (with or without conditions), or disapprove all signs and graphics which may be viewed from public rights-of-way or private property within the development.

25. **Site Drainage and Grading** shall be done with a minimum of disruption to the site, and shall not drain to adjoining sites unless along a natural drainage path. Conditions that could lead to soil erosion will not be allowed. The ARB will review any proposed driveway cut or other grading and the drainage plan for the adequacy of its reclamation provisions. Re-grading shall never extend onto an adjacent site unless access is designed together. All grading concepts should consider the impact of the soil conditions, drainage, cuts and fills, and whatever other conditions the ARB feels impacts upon the overall site grading design.

26. Roads/Driveways [OPTIONAL]

26.1 Adjacent lot owners are encouraged to share driveway entrances and culverts (where practical).

26.2 Driveway access for all lots within the PUD may not be from any street or road other than interior roads within the PUD, except those parcels which front on Luby Bay Road. All property owners shall construct a hard surface driveway, at least three inches (3") thick.

26.3 Driveway culverts, where required, will be installed by the owner and subject to review by the ARB.

27. Temporary Structures – No temporary structure, excavation, basement, trailer or tent will be permitted, except as may be determined to be necessary during construction and specifically authorized by the ARB in writing. A camping tent used occasionally on a lot by children for play is permitted.

28. Continuity of Construction – Construction of all structures in the PUD shall proceed diligently to completion and shall be completed within 12 months of issuance of building permit, unless an exception is granted in writing by the ARB. The GCEPOA shall have authority to assess a fine of not more than \$50 per day for each day construction shall exceed 12 months.



28.1 Setbacks and Building Placement – All buildings on all residential lots shall be set back at least fifteen feet (15') from the side, thirty feet (30') from the rear and twenty five feet (25') from the front lot line. The "Front Lot Line" is defined as that lot line abutting a PUD dedicated road. On corner lots, the side yard, which faces a street, is to be set back a minimum of fifteen feet (15'). Variances will be considered for unusual terrain features or if excessive tree removal is caused by setbacks.

28.2 Building Masses – In all cases, building masses, forms and roof lines shall conform to and with existing contours, unless it conflicts with solar access or snow shedding.

28.3 Height Limitation – No portion of a building on the property shall be erected to a height greater than two (2) habitable stories, measured from natural or unmodified grade at that point on the building site. This measurement applies to all elevations of the building, so that buildings shall conform to and reflect the natural contour of the land. This section does not apply to storage, attics, or other uninhabitable portions, of any building.



28.4 Floor Area – No building containing one or more residential living units shall be permitted or created on any site with a gross residential floor area of less than 1,000 square feet per unit for multi-family units and 1,500 square feet, excluding basement areas, garage and porch areas or guest houses, for single-family units, unless an exception to this provision is granted by ARB due to special features of a particular site or for other reasons.

28.5 **Site Coverage** – The maximum site coverage of all structures on any lot shall not exceed 35% of the site area. Areas of upper floor overhangs or projections will be included as part of site coverage.

28.6 **Accessory Structures** – Accessory structures shall be compatible with the main dwelling in terms of design materials and location with the main residential dwelling. All enclosures shall be compatible with the dwelling and the location, and design shall be approved by the ARB.

28.7 **Materials and Colors** – The use of natural types of materials, such as wood and stone, are encouraged; however, brick, vinyl and stucco will be permitted only after careful review and approval by ARB. The colors of material shall be generally subdued to blend with colors of the natural landscape. Earth tones are recommended, although discreet use of occasional accent colors will be permitted. All exposed shiny metal such as flashing, chimney caps, gutters, roofs, etc., shall be painted or coated to blend with the structure.

28.8 **Towers and Antennae** – No exposed or outside radio towers, television or other electronic antennae shall be allowed or permitted to remain on any lot. An exception to the above shall be a small satellite dish, screened from public view when approved by the ARB.

29. **Landscaping** – A purpose of PLGC, Inc., GCEPOA and ARB is to maintain the natural appearance of the subdivisions and promote and enhance wildlife habitat.

The ARB requires complete landscaping plans, including but not limited to a complete list of plant materials. Owners and their representatives or builders will be required to:

- A. Minimize site disruption from grading.
- B. Re-vegetate and restore ground cover for erosion control and appearance.
- C. Use indigenous species of plant material as established by the design guidelines.
- D. Select man-made elements that are not shiny or reflective but blend into and are compatible with the land and surrounding materials.
- E. Use existing or natural drainage paths whenever possible.
- F. Consider and provide for snow storage and surface water runoff.
- G. Conserve and protect topsoil, vegetation, rock formation and unique landscape features.

H. The lawn area for single-family homes shall be no more than the total gross square footage of living area of the home, except as approved by the ARB for golf front lots.

I. Retain pond shoreline vegetation and vegetative screening within disturbance limits as per the approved PUD and only undertaken with the GCEPOA approved Landscape plan utilizing native Idaho species.

J. Showing existing wildlife habitat and the preservation and promotion of same within the vegetative areas.

30. Rules and Regulations – No owner shall violate the rules and regulations for the use of the lots as adopted from time-to-time by the Committee. No rules or regulations shall be established which violate the intention or provisions of these Covenants, or which unreasonably restrict the use of any lot, by the owner, nor shall such rules or regulations be sued to amend these Protective Covenants.

From time-to-time the Board of Directors of the GCEPOA will establish user fees to be charged to the owners using the recreational area, greenbelt, Marina, clubhouse, lakes, ponds and streams in conjunction with the GCEPOA where appropriate.

31. Minimum Requirements – Requirements and standards set forth herein are to be considered minimums when applied, and may be increased or expanded by the Committee to promote the intent and spirit of these Covenants.

32. Effect and Duration of Covenants – The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and be binding upon each lot and tract in the PUD, upon each owner of property herein, his/her respective successors, representatives and assigns, and shall continue in full force and effect until January 1, 2030, and shall automatically extend an additional 10 years, however the GCEPOA shall have the authority to either further extend these Covenants or replace them with a new set of covenants, excepting those covenants required to remain the same as conditions of approval of the PUD.

33. Priest Lake Golf Course, Inc.– No Owner, nor GCEPOA, shall have the rights of operation, Management, use or control of Priest Lake Golf Club, Inc.'s Golf Course without the express written consent of the owners of Priest Lake Golf Course, Inc.'s Golf Course. No such consent is granted or implied by this documents.

34. Amendment – Except as stipulated elsewhere in this document, or in the bylaws of the Golf Club Estates Property Owners' Association, the conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended, except by written consent of the real property owners of 75% of the voting rights. In determining the land included within the boundaries of the PUD for voting purposes, those parcels designated on any final plat, as "Tract" shall be counted. Those parcels within any such final plat still retained by PLGC, Inc. shall entitle PLGC, Inc. to votes on the same basis as other lot owners.

The following covenants, conditions and regulations cannot be amended, changed or deleted without the approval of Bonner County

A. All stormwater/erosion control features located in the common areas shall be maintained by and at the expense of GCEPOA.

B. All maintenance, including snow removal or all common areas, roads or public rights of way within the Golf Club Estates Planned Unit Development or the improvements of the same, shall be performed by and at the expense of the GCEPOA or Bonner County after dedication.

C. The maintenance of or improvement of the wildlife habitat and wetlands area within the Golf Club Estates Planned Unit Development shall be performed by and at the expense of the GCEPOA and in conformance with the requirements of the Golf Club Estates PUD as approved by the Bonner County Board of Commissioners and/or Army Corps. of Engineers as appropriate. Additional wetland protection, as needed, shall be established and monitored by the ARB for the lots set form in the Exhibit attached hereto and made a part hereof.

D. All property owners within the Golf Club Estates Planned Unit Development shall be required to meet all applicable Bonner County land use codes.

E. In order to control erosion and possible sedimentation of nearby drainage ways, stormwater/erosion control measures consistent with the approved stormwater plan on file with the Bonner County Planning Department shall be implemented by each individual lot owner.

F. All individual lot owners shall be required to meet the minimum building setbacks as required by the Golf Club Estates Planned Unit Development as approved by the Bonner County Board of Commissioners.

35. Enforcement – Enforcement of these special conditions, stipulations and protective covenants shall rest with the GCEPOA through the Covenants Committee, and shall occur whenever the ARB fails to or is unable to maintain satisfactory enforcement for the benefit of the property owners of the PUD, or in the event there shall be any other violation of these Covenants. If any person violates or threatens to violate any provisions of this instrument, the ARB, the Covenants Committee, the GCEPOA, or PLGC, Inc. may pursue all available remedies and institute appropriate proceedings at law or in equity. Proceedings may include a demand for injunctive or declaratory relief and action for recovery of damages and reasonable attorney fees.

36. Penalties – If any person violates any provisions of this instrument, or any rules and regulations promulgated by the Committee pursuant to this instrument for which penalties are provided, causes expenses to the Covenants Committee or the GCEPOA as a result of such violations or fails or refuses to pay such penalties or expenses, then all unpaid sums hereunder, including reasonable interest, shall be chargeable to the owner and shall constitute a lien upon the owner's property, the priority of which shall be established under Idaho Law. Any unpaid sums under this paragraph shall be due and

payable prior to the payment of any dues or assessments, and any monies so received by GCEPOA shall be so considered unless contrary to the applicable Idaho or Federal laws.

To evidence such lien, the Covenants Committee or the GCEPOA shall prepare a written notice setting forth the amount of the unpaid indebtedness the name of the owner of record of the subject property, and the legal description of the subject property. Such, Notice of Intent to File a Lien shall be signed by a member of the Covenants Committee or the GCEPOA. Upon recording in the office of the Clerk and Recorder of Bonner County, Idaho, the lien shall attach at the earliest legally allowable date. Any owner receiving notice shall be given an opportunity to be heard and to offer explanation in mitigation of these provisions. Said Notice of Intent to File a Lien shall be mailed to the owner by certified, return receipt mail. The lien, as attached, may be enforced on the defaulting owner of the property by the Covenants Committee or GCEPOA through foreclosure. In the event of foreclosure by the Covenants Committee or GCEPOA, the owner shall be required to pay the cost and expenses, including any reasonable attorney fees, for filing and processing said lien.

The Covenants Committee, GCEPOA or PLGC, Inc. shall have the power to bid on said real property at any foreclosure sale and to acquire and hold, lease, mortgage or convey the same. The amount of any such penalties or expenses assessed against such real property shall also be a debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for any such penalties or expenses may be maintained without foreclosing or waiving the lien securing said debt. Any mortgage holder or similar encumbrancer, holding a lien on any real property in the PUD, may pay any unpaid penalties or expenses created hereunder with respect to such real property and, upon such payment, encumbrancer shall have a lien on such real property for the amounts paid, said lien to be of the same priority as the lien of his/her respective encumbrance. Any liens recorded pursuant to this paragraph shall bear interest at the rate of 18% per annum on the principal amount from the date of the recording of such lien until paid in full.

Any lien under this provision filed with the Clerk and Recorder of Bonner County, Idaho, shall be superior to all other liens except a lien for county taxes and assessments and the lien for any sums unpaid on any first or second mortgages or deeds of trust or record.

37. Severability – Invalidation of any one of the provisions of this instrument by judgment or court order or decree shall not invalidate any other portion of this document, the rest of which shall remain in full force and effect.

38. Subsequent Subdivision Units Within the Golf Club Estates PUD – From time to time, these Protective Covenants may be supplemented by the PLGC, Inc. for the following purposes:

38.1 Land Use – A schedule depicting land uses allowed on lots or acreage within each respective subdivision unit may be adopted and made a part of these

covenants at such time as final plats for each subdivision unit are approved subject to the approved PUD and Bonner County Revised Code. Land uses adopted pursuant to any existing paragraph may be changed for any existing or subsequent subdivision and final Plats of any or all subdivision units amended if, in the PLGC, Inc.'s sole discretion, same would be in the best interest of all Golf Club Estates PUD property owners and is consistent with the approved PUD and the Bonner County land use codes.

39. Additional Land – The Golf Club Estates PUD may be expanded with the inclusion of additional land from time to time as PLGC, Inc., in its absolute discretion, and subject to Bonner County Revised Code, may so decide.

40. Vegetation and Wildlife – Pond Shoreline vegetation retention, vegetative screening and management for wildlife habitat shall be under the authority and enforcement of the GCEPOA. The GCEPOA MAY form a committee of homeowners within the Golf Club Estates PUD whose mission shall be the promotion and development of wildlife habitat within the borders of the PUD.

41. Notices – All parties to this agreement are hereby notified of and hereby agree to the following:

A. It is understood that PLGC, Inc., its heirs, successors or assigns, may continue development of the properties which are a part of the Golf Club Estates, as well as other properties which may be developed as a part of a master planned resort, commercial and residential complex. By acquiring properties governed by this agreement, and/or becoming a member of the Golf Club Estates Property Owners' Association, each property owner agrees that he or she has no objection to any development or expansion of the above properties as part of the overall planned resort, commercial and residential complex, and hereby waives any right he or she may have to oppose, protest, or bring any legal action against the PLGC, Inc. of said complex, as long as such development shall be in keeping with the nature and quality of the original plans and concept.

B. The Priest Lake Golf Club, Inc.'s golf course, or any other golf courses developed as part of the above mentioned complex, may, at the PLGC, Inc.'s or any future owner's sole discretion, become a private or semi-private golf course or be converted back to a public, private or semi-private golf course, from time to time. All parties agree that any such changes shall not be a violation of such parties' property or other rights.

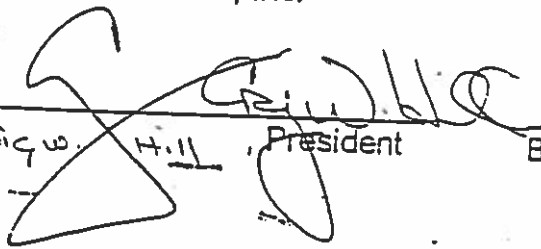
C. All parties are hereby notified by PLGC, Inc., its heirs, successors or assigns, reserves the right to develop or remodel the Golf Clubhouse within the boundaries of the Golf Club Estates Golf Course development. Any party to this agreement or any property owner within the Golf Club Estates development hereby waives any right to oppose such Clubhouse development.

591717-

D. All parties are hereby advised that different property owner fees will be charged for properties fronting on public roads than for those fronting on private roads. These fees will be in accordance with the to be adopted by GCEPOA.

This document is executed this 17th day of October, 2001.

Priest Lake Golf Course, Inc.


By: Craig W. Hill, President By: _____ Vice President

READ AND APPROVED THE ATTACHED CC&R'S

Priest Lake Golf Club, Inc.

BY: [Signature]

BY: _____

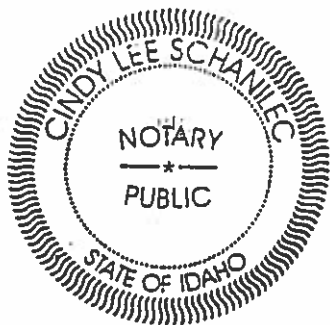
State of Idaho }
County of Bonner } ss.

On this 17 day of October, in the year 2001, before me, a Notary Public in and for said state, personally appeared

Craig W. Hill

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Cindy Lee Schanille
Notary Public for the State of Idaho
Residing at: Coolin
Commission Expires: 11.01.03

READ AND APPROVED THE ATTACHED CC&R'S

Tom Low
Thomas ~~Q~~ Low

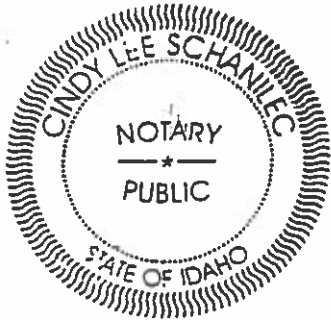
Deceased Tom Low
Phyllis Low

State of Idaho }
 }ss.
County of Banner }

On this 17 day of October, in the year 2001, before me, a Notary Public in and for said state, personally appeared

Thomas D. Low
known or identified to me to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Cindy Lee Schanlec
Notary Public for the State of Idaho
Residing at: Coalin
Commission Expires: 11-01-03

591747

READ AND APPROVED THE ATTACHED CC&R'S

Patrick J. Prentice

Patrick J. Prentice

Geraldine M. Prentice

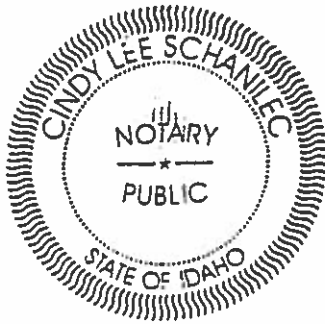
Geraldine M. Prentice

State of Idaho }
County of Bonner } ss.

On this 12th day of October, in the year 2001, before me, a Notary Public in and for said state, personally appeared

Patrick J. Prentice
known or identified to me to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that he/she/they executed the same:

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Cindy Lee Schanlec
Notary Public for the State of Idaho
Residing at: Coalin, ID
Commission Expires: 11-01-03

READ AND APPROVED THE ATTACHED CC&R'S

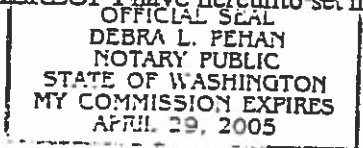
Linda L Urquhart
~~Elizabeth O. Lee~~ LINDA LEE URQUHART

Geraldine Gean Rein
~~Elizabeth O. Lee~~ GERALDINE GEAN REIN

State of Washington }
County of Spokane } ss.

On this 11th day of October, in the year 2001, before me, a Notary Public in and for said state, personally appeared Linda Lee Urquhart known or identified to me to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

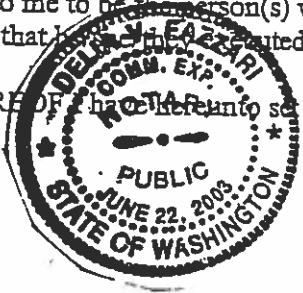


Debra L Pehan
Notary Public for the State of ~~Idaho~~ Washington
Residing at: Spokane

State of Washington }
County of Spokane } ss.

On this 18 day of Oct, in the year 2001, before me, a Notary Public in and for said state, personally appeared Geraldine Gean Rein known or identified to me to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Debra V Jazba
Notary Public for the State of ~~Idaho~~ WA
Residing at: Spokane
Commission Expires: 6.22-03

AFTER RECORDING RETURN TO:

PAINÉ, HAMBLEN, COFFIN, BROOKE & MILLER LLP
717 West Sprague Avenue, Suite 1200
Spokane, WA 99201
Attn: Philip S. Brooke, III

AMENDMENT TO PROTECTIVE COVENANTS
for
PRIEST LAKE GOLF CLUB ESTATES SECOND ADDITION
- BONNER COUNTY, IDAHO

WHEREAS, Protective Covenants for Priest Lake Golf Club Estates dated October 17, 2001, were recorded with the Bonner County Recorder's Office on November 16, 2001, under Recording No. 591747 affecting the real property described in the Exhibit A thereto; and

WHEREAS, Priest Lake Golf Club, Inc., an Idaho corporation, having reserved to itself in its absolute discretion the right to modify the said protective covenants from time to time by written amendment provide that Priest Lake Golf Club, Inc. shall own at least 20% of all lots; and

WHEREAS, Priest Lake Golf Club, Inc. as of the date hereof owning 20% of all lots does hereby amend the said Protective Covenants for Priest Lake Golf Club Estates as follows;

Paragraph 1.6 – Dwelling Unit is hereby amended in its entirety to read as follows:

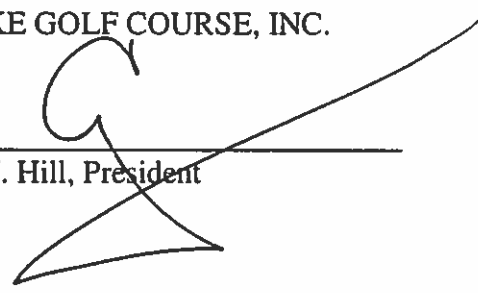
"1.6 Dwelling Unit – One or more rooms, in addition to a kitchen and bath facilities, in a permanent building designed for and used as a dwelling exclusively by one family of one or more human beings as an independent housekeeping unit and independent of other such families; such dwelling units shall not include mobile homes, hotels, clubs, hospitals, temporary structures such as tents, railroad cars, trailers, motor homes or motor campers, campers, street cars or metal prefabricated sections.

Nothing in this section 1.6 shall prohibit the sale and ownership of undivided fractional interests in a Lot with Dwelling Unit provided that the number of such undivided fractional interests in any one Lot and Dwelling Unit shall not exceed 8, and provided further that the ownership of any such undivided fractional interest shall be limited to one family as defined above notwithstanding anything to the contrary in Section 1.14."

DATED this ___ day of May, 2005.

PRIEST LAKE GOLF COURSE, INC.

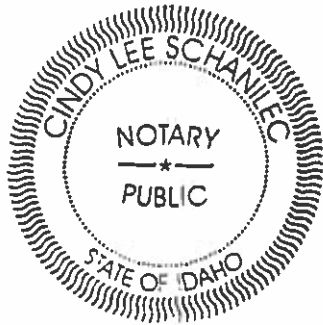
By: _____
Craig W. Hill, President



STATE OF IDAHO)
)
COUNTY OF Banner)

I certify that I know or have satisfactory evidence that **Craig W. Hill** is the person who appeared before me, and said person acknowledged that he signed the instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Priest Lake Golf Club, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Cindy Lee Schanelle
Notary Public in and for the State of Idaho,
Residing at Coalin, ID
My commission expires: 11-01-09

Instrument # 946507
Bonner County, Sandpoint, Idaho
10/07/2019 02:26:19 PM No. of Pages: 2
Recorded for: KRIS BUTTICE
Michael W. Rosedale Fee: \$13.00
Ex-Officio Recorder Deputy _____
Index to: MISC



AMENDMENT OT PROTECTIVE COVENANTS
For
PRIEST LAKE GOLF ESTATES SECOND ADDITION
-BONNER COUNTY, IDAHO

WHEREAS, Protective Covenants for {Priest Lake Golf Estates dates October 17th, 2001, were recorded with the Bonner County Recorder's Office on November 16, 2001, under Recording No. 591747 affecting the real property described in the Exhibit A thereto; and

WHEREAS, Priest Lake Golf Club, Inc, an Idaho, and owning less than 20% of all lots, has received written consent of the real property owners of 75% of the voting rights.

Paragraph 26 - Roads/Driveways [OPTIONAL] is hereby amended in its entirety to read as follows: (the word **OPTIONAL** is being removed)

- 26 Roads/Driveways
 - 26.1 Adjacent lot owners are encouraged to share driveway entrances and culverts (where practical)
 - 26.2 Driveway access for all lots within the PUD may not be from any street or road other than interior roads with in the PUD, except those parcels which front on Luby Bay Road. All Property owners shall construct a hard surface driveway, at least three inches (3") thick.

Paragraph 28.4 - Floor Area is hereby amended in its entirety to read as follows:

28.4 Floor Area – No building containing one or more residential living units shall be permitted or created on any site with a **main floor footprint** of less than 1,000 square feet per unit for multifamily units and 1500 square feet, excluding basement areas, garage and porch areas or guest houses, for single-family units, unless an exception to this provision is granted by ARB due to special features of a particular site or for other reasons

DATED this 25 day of ^{August}~~July~~, 2019.

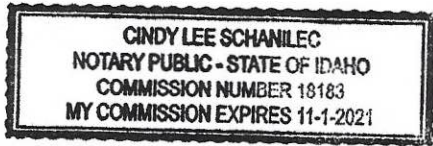
PRIEST LAKE GOLF CLUB, INC.

By _____
Craig W. Hill, President

STATE OF IDAHO)
)
COUNTY OF Bonner)

I certify that I know of have satisfactory evidence that Craig W. Hill is the person who appeared before me, and said person acknowledged that he signed the instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Priest Lake Golf Club, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Cindy Lee Schanilec

Notary Public in and for the State of Idaho,
Residing at Priest Lake, ID
My commission expires: 11.01.21