

DECLARATION OF AMENDED PROTECTIVE COVENANTS
COVERING LOTS IN
PARK PLACE, PARK TERRACE, PARK PLACE FIRST ADDITION, PARK
TERRACE FIRST ADDITION AND MAGELLAN COURT

The following described properties are hereby deemed to be governed by these Amended Declaration of Protective Covenants:

- ^(PP) Lot 1, Block 1; Lots 1-9, Block 2; Lots 1-15, Block 3; Lots 1-20, Block 4; Lots 1-8, Block 5; Park Place Subdivision according to the plat recorded in Book F of Plats, Page 375, 375A and 375B, Records of Kootenai County Idaho. (Park Place)
- ^(PT) Lot 1, Block 1; Lots 1-2, Block 2; Lot 1, Block 3; Lots 1-24, Block 4; Lots 1-5, Block 5; Lots 1-6, Block 6; Lots 1-5, Block 7; Park Terrace Subdivision according to the plat recorded in Book F of Plats, Page 374, 374A and 374B, Records of Kootenai County Idaho. (Park Terrace)
- ^(PP1) Lots 1-25, Block 6; Lots 1-9, Block 7; Park Place First Addition Subdivision according to the plat recorded in Book G of Plats, Page 17 and 17A, Records of Kootenai County Idaho. (Park Place First Addition)
- ^(PT1) Lots 1-8, Block 8; Lots 1-21, Block 9; Lots 1-17, Block 10; Lots 1-6, Block 11; Park Terrace First Addition Subdivision according to the plat recorded in Book G of Plats, Page 18 and 18A and 18B, Records of Kootenai County Idaho. (Park Terrace First Addition)
- ^(MC) Lots 1-20, Block 1; Magellan Court Subdivision according to the plat recorded in Book G of Plats, Page 140 and 140A, Records of Kootenai County Idaho. (Magellan Court)

Collectively the above lots may be hereinafter referred to as the "Project". These Covenants shall specify the limitations, restrictions and uses to which the above described lots may be put, and hereby specifies that such declaration shall constitute covenants to run with the land as provided by law, and shall be binding on all parties and persons claiming under them, and for the benefit of and limitation on all future owners of said lots. These Amended Declaration of Protective Covenants are designed to keep the project property desirable, uniform, and suitable in architectural design and use for the purposes herein specified, and to make uniform rules governing all of the above properties. These covenants shall replace all existing Protective Covenants and amendments relating to the above described properties, including, but not limited to, the replacement of Park Place^(PP) #1261037 Recorded 6/5/1992, Park Terrace^(PT) #1261038 Recorded 6/5/1992, Park Place^(PP1) #1285187 Recorded 12/2/1992, Park Terrace First Addition^(PT1) #1285188 Recorded 12/2/1992, and Magellan Court^(MC) #1361328 Recorded 7/1/1994.

PART A. RESIDENTIAL COVENANTS

A-1 LAND USE. All lots subject to these protective covenants are restricted in use to single family residential use. No owner, grantee, successor, or assignee shall at any time conduct, or permit to be conducted, any trade or business of any description, either commercial, professional, educational or religious, upon a residential lot, nor shall said premises be used for any purpose whatsoever except for the purpose of a private dwelling or residence.

A-2 ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structures have been approved by the Architectural Control Committee, hereinafter described and appointed, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot without the written approval of the Architectural Control Committee as provided for in Part D. No mobile home of any kind or nature shall be placed upon said lots. No chain link fences will be constructed on any front yards or side yards that front on a public street.

A-3 BUILDING LOCATION. The location of each building on a lot will be determined by the Architectural Control Committee, depending upon the nature and contour of the lot, and the interaction with roadway and intersection design, provided, however, that the minimum setback of any structure must be in accordance with the minimum setback line shown on the recorded plat or in accordance with the minimum setback standards of the City of Coeur d'Alene, Idaho, whichever shall be more restrictive.

A-4 EXTERIOR LIGHTING. All exterior lighting must be of a controlled focus nature and intensity, and shall not disturb adjacent property owners.

A-5 GARBAGE DISPOSAL. Garbage cans and trash areas must be screened from view except when temporarily placed at the curb for periodic pick-up by the local contract collector. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers designed for said purpose. The use of incinerators and compost piles shall be in compliance with local municipal and health district regulations.

A-6 SEWAGE DISPOSAL. The above-described lots are within the service area and jurisdiction of the City of Coeur d'Alene sewer system, and the owner of each lot shall promptly connect any residential structure to said central system. Tap-on shall be available at the roadway curb, adjacent to the lot. It shall be the sole responsibility of the lot owner to pay the cost of any hook-up fee or other capitalization expense associated with said lot. In the event that hook-up to said central system is unavailable due to a moratorium on additions to the system, no individual sewage disposal system shall be permitted unless such system is designed, located and constructed in accordance with the

requirements, standards and recommendations of the Panhandle Health District. Approval of such a system as installed shall be obtained from such authority.

A-7 WATER. Domestic water shall be furnished by the City of Coeur d'Alene, and will be available for tap-on at the roadway curb adjacent to the lot. It shall be the sole responsibility of the lot owner to pay any hook-up, tap-on, or usage charges required by the City of Coeur d'Alene, and to abide by any and all rules and regulations associated therewith. No individual water supply system shall be permitted on any lot.

A-8 NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

A-9 TEMPORARY STRUCTURES. No tents, trailers, mobile homes, or other structures used for human habitation on a temporary basis shall be used on said lots, with the exception that builders shall be allowed to use temporary construction offices during the construction of a residential structure upon a lot.

A-10 SIGNS. No signs of any kind shall be displayed to the public view on any lot, except (a) one sign of not more than four square feet in surface area advertising the property for sale or lease, (b) signs used by a builder to advertise a property during the construction and sales period, (c) signs erected by the Association or its agents, advertising the project.

A-11 ANIMAL AND LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that usual and ordinary household pets such as dogs, cats, and birds may be kept on any lot, provided that they are not kept, bred or maintained for any commercial purposes, that they are maintained in compliance with local municipal rules and regulations, and kept under reasonable control at all times. No commercial kennels shall be maintained on any lot.

A-12 VEHICLE RESTRICTIONS. Exposed, unlicensed vehicles shall not be permitted upon the streets of the above-described project, nor within public view upon any lot. Recreational vehicles shall not be parked upon the streets of said project for more than twenty-four (24) hours at any one time. Owners must store recreational vehicles off the streets within said project. No semi-truck and/or trailers shall be permitted to park on the streets of said project, other than while making deliveries or unloading passengers.

PART B. REQUIRED IMPROVEMENTS

B-1 GRASSY SWALES. Owner shall plant and maintain grass in the grassy swale area between the curb and sidewalk and shall not allow any fillings, changes in grade or obstruction of the drainage area.

B-2 LANDSCAPING. As part of the construction phase of each single family residence within the project, the owner shall landscape and plant the front yards of each single family residence, including any portion of the road right-of-way lying between the curb and the residential structure. Residential structures located on lots with frontage on more than one roadway shall landscape and plant all yards lying between the residential structure and the curb of the roadway. The time limit for completion of landscaping may be set by the Architectural Control Committee as part of the plan review procedure herein provided for, and if not set by the Committee, the time limit shall be six months from the date of occupancy.

B-3 DRIVEWAY AND GARAGES. The site development and plans review procedure before the Architectural Control Committee shall include provisions for a driveway and garage that is in keeping with the architecture of the proposed residential structure, the contour and topography of the lot, and the established aesthetics of the neighboring lots.

PART C. EASEMENTS

C-1 UTILITY AND DRAINAGE EASEMENTS. Easements for the installation and maintenance of entry monuments, utilities, and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP. The Architectural Control Committee shall be composed of three voting members elected at the yearly meeting of the Board of Directors. A majority of the committee may designate a representative to act on its behalf for specific projects. If any member quits, resigns, dies or is otherwise deemed unable to effectively perform his/her duties, the Board of Directors shall replace such member by a majority vote of the Directors. The Architectural Control Committee members shall not be entitled to any compensation for services performed pursuant to these covenants. At any time the owners of 85% of the lots within the project shall have the power through a duly recorded written instrument to change the membership of the committee.

D-2 PROCEDURE. The Committee's approval or disapproval as required by these protective covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

D-3 ORIENTATION OF STRUCTURES. The orientation and location of residential structures and garages on lots, the minimum square footage, roof area and costs, and the required setbacks for each lot, over and above prescribed minimums, shall be determined by the Architectural Control Committee. The intent of this requirement is to keep all residential properties as compatible as possible with their natural surroundings, and with each other, and to permit the placement of residential structures in harmony with the topography of each lot.

D-4 EXTERIOR COLORS. The exterior colors for all structures in the project must be approved by the Architectural Control Committee.

PART E. COMMON FACILITIES

All common facilities along Ramsey Road and Dalton Avenue, which includes entry monuments, fences, sidewalks, landscaping, electrical and irrigation shall be governed by the Park Properties Homeowners Association.

PART F. GENERAL PROVISIONS

F-1 TERM. These protective covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty 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 then owners of all the "Project" lots has been recorded, agreeing to change said covenants in whole or in part.

F-2 ASSESSMENTS. Each year the Board of Directors of Park Properties Homeowners Association shall establish the yearly assessments against all properties, including any late fees, interest, or penalties for nonpayment.

F-3 LIENS. All assessments of the Park Properties Homeowners Association against Lot Owners shall be a charge and a continuing lien upon the property upon which the assessment is made, the lien to become effective upon levy of the assessment. The assessment shall be levied if after 30 days notice to the lot owner of request for payment (mailed first class, postage prepaid, or hand delivered to the Lot Owner), by the Board, and such assessment is not paid within that 30 day period. Upon recordation of a notice of assessment, each unpaid assessment shall constitute a lien upon such property. Such

lien may be enforced by the Association in accordance with Idaho law applicable to the powers of sale, deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. Suit to recover a monetary judgment for the unpaid assessment shall also include additional attorneys fees and costs incurred for such suit without waiving the above lien.

F-4 ENFORCEMENT. The Association and any Owner shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall, in no event be deemed as waiver of the right to do so thereafter. The limitations, restrictions, conditions and covenants set forth in this Declaration constitute a general scheme for i) the maintenance, protection and enhancement of the value of the project and ii) the benefit of all Owners. Said limitations, restrictions, conditions and covenants are and shall be covenants running with the land or equitable servitude, as the case may be. Each remedy provided for in this Declaration shall be cumulative and not exclusive. The result of or condition caused by any violation of any of the provisions of this Declaration is and shall be a nuisance, and every remedy in law or equity now or hereafter available against public or private nuisance may be exercised by any person affected thereby. Any of the foregoing to the contrary notwithstanding, no action to enforce this Declaration shall be instituted unless and until a written notice of such breach setting forth the facts of such breach has been delivered by certified mail to the Owner of such interest. In the event the Association or any Owner(s) should commence litigation to enforce any of the provisions of this Declaration, that party, if he should prevail, shall be entitled to judgment against and recover from any defendant in such litigation, such attorney's fees (other than nominal) as the court may adjudge reasonable and proper.

F-5 SEVERABILITY. Invalidation of any one of these protective covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

F-6 LOT OWNERS. "Lot Owner" or "Lot Owners" in these covenants include any owner of a lot described above. If there are several owners of a single lot, notice shall suffice to any one of such owners. Each lot is entitled to one vote. A vote by any one lot owner shall constitute a vote for the lot.

IN WITNESS WHEREOF, the Undersigned has set its hand and seal, effective as of the date of recording this instrument.

***PARK PROPERTIES
HOMEOWNERS ASSOCIATION, INC.,
an Idaho corporation***

By: s/b Lee E. Ely
Lee E. Ely, President

STATE OF IDAHO)
)ss.
County of Kootenai)

On this 30th day of November, 2000, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared LEE E. ELY, known to me to be the president of PARK PROPERTIES HOMEOWNERS ASSOCIATION, INC., who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

SEAL

s/b Becky L. Baeth
Becky L. Baeth
Notary Public for State of Idaho
Residing at: Coeur d'Alene
Commission Expires: August 9, 2006