

1755457

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
AT THE REQUEST OF
Scott Peormann

OCT 1 11 38 AM '02

DANIEL J. ENGLISH

DEPUTY 30.00
FEES

DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

SUNDOWN RIDGE ESTATES

Coeur d'Alene, Idaho

DATED: September 26, 2002

Recorded at the Request of:

Eagle Tree Group, L.L.C.
Post Office Box 1496
Tacoma, WA 98401-1496

1755457

**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUNDOWN RIDGE ESTATES
Coeur d'Alene, Idaho**

The Declarant, Eagle Tree Group, L.L.C., an Idaho limited liability company, is the owner of certain real property and improvements located in Kootenai County, Idaho, known as SUNDOWN RIDGE ESTATES, a subdivision of land pursuant to Idaho Code Title 50, Chapter 13, containing twenty (20) individual Lots and private roads.

Eagle Tree Group, LLC, adopts the following Protective Covenants, Conditions and Restrictions for Sundown Ridge Estates, and declares that the following provisions shall apply to any interest in Sundown Ridge Estates. These Protective Covenants, Conditions and Restrictions shall run with the land and shall bind all successors-in-interest, purchasers, assigns, and any party acquiring any right, title or interest in or to any part of Sundown Ridge Estates until this Declaration is terminated.

This Declaration is intended to regulate the development and use of Sundown Ridge Estates to protect and enhance the value of Sundown Ridge Estates for the mutual benefit of future owners and occupants. Eagle Tree Group, LLC has attempted to draft this Declaration consistent with the laws of the State of Idaho and the ordinances of Kootenai County, Idaho. Where inconsistent, the most restrictive provision shall apply. THIS DOCUMENT DOES NOT AND CANNOT ALTER THE LAWS OF IDAHO AND THE ORDINANCES OF KOOTENAI COUNTY.

1. **DESCRIPTION OF LAND:** The subject property restricted and protected by this Declaration is all real estate and improvements located on and within the plat of SUNDOWN RIDGE ESTATES according to the plat recorded on September 27, 2001 in Book "I" of Plats, Pages 304 , 304A, 304B and 304C, as Instrument No. 1697387, records of Kootenai County, Idaho.
2. **RESIDENTIAL USE:** Sundown Ridge Estates and all buildings and improvements constructed thereon is intended for and expressly restricted to single-family residential use only, under an ownership, rental or lease basis, and for social, recreational or other activities normally incident to residential use. Home occupations conducted entirely within the residence by family members only, and that have no exterior visibility or impact, are permitted provided the home occupation is not open to the public, has no employees and does not generate extra vehicular traffic or on-street parking. No retail, commercial or industrial uses or activities are allowed within Sundown Ridge Estates. All uses of the subject property must conform to the land use regulations and ordinances of Kootenai County, Idaho.
3. **NO SUBDIVISION:** Further subdivision of any lot with Sundown Ridge Estates is strictly prohibited.

4. ASSOCIATION OF LOT OWNERS: Each fee owner of a lot in Sundown Ridge Estates (including the Declarant) shall be a member of SUNDOWN RIDGE ESTATES HOMEOWNER'S ASSOCIATION, INC., (hereafter the "Association"), a nonprofit, incorporated association formed under the laws of the State of Idaho to maintain the roads, stormwater system and other common areas and infrastructure of Sundown Ridge Estates, and to enforce this Declaration. Ownership of a Lot shall be the sole qualification for membership in the Association. The Association shall be managed by a Board of Directors elected by the members of the Association. Voting rights of the members of the Association shall be as specified in the adopted Bylaws of the Association.

5. INFRASTRUCTURE MAINTENANCE: The Association is responsible to maintain in good working order and repair all roads, stormwater catch basins, grassy swales and other commonly used infrastructure supporting or benefiting the Lots within Sundown Ridge Estates. The Declarant hereby reserves an easement on Lots 1 and 5 of the subject property, for the benefit of the Association, to access and maintain the stormwater features shown in Exhibit "A" which is attached and incorporated herein. In the event the Association is dissolved, or this Declaration is amended or terminated, the obligation to maintain the roads, stormwater system and other common infrastructure of Sundown Ridge Estates shall pass to individual Lot owners.

6. DESIGN REVIEW: No construction, alteration or demolition of any building, home, fence, wall, landscaping or other structure shall be commenced within Sundown Ridge Estates until plans and specifications detailing the proposed work have been submitted to and approved in writing by the Board of Directors of the Association, or by a Design Review Committee (DRC) appointed by the Board. In the event the Board or its designated committee fails to approve or disapprove such plans and specifications within thirty (30) days after submittal, said plans and specifications shall be deemed approved. The Board of Directors or its designated committee shall have the absolute right and authority to approve plans and specifications that do not meet the building restrictions of this Declaration when, in the opinion of the Board or its committee, such approval is appropriate and will not significantly impact surrounding owners. No member of the Board, or its committee, shall have any liability for any act or failure to act with respect the approval or non-approval of any plans or specifications submitted for review.

7. GENERAL BUILDING REQUIREMENTS: Every single level residence constructed on Sundown Ridge Estates must include no less than 1,800 square feet of finished interior living space not including basement or garage space. Every multi-level residence constructed on Sundown Ridge Estates must include at least 2,400 square feet of finished interior living space not including basement or garage space. No trailers, manufactured homes, mobile homes or other structures substantially constructed off-site of any kind shall be permitted as a residence on Sundown Ridge Estates.

8. SPECIFIC BUILDING RESTRICTIONS: Each residence shall include a minimum two-car garage similar in appearance and architectural style to the residence. Each residence must have a pitched roof with a minimum slope of 8:12 and covered with tile, metal or asphalt shingles or architectural panels. No T-111, metal or other sheet siding shall be used on any building, including outbuildings, on Sundown Ridge Estates. All exterior paint and finishes,

including roof colors, will be specified in the architectural plans prior to construction and should conform to and blend with the natural environment. Total perimeter fencing is discouraged, however, aesthetically pleasing home envelope fencing will be approved by DRC.

9. COMPLETION OF CONSTRUCTION: All construction of any residence and garage must be substantially completed within twelve (12) months from the date a building permit is issued. A residence is considered to be substantially completed when all exterior siding, trim, paint and concrete work is finished.

10. LANDSCAPING: Within twelve (12) months from the date a building permit is issued for construction of a residence on a lot in Sundown Ridge Estates, all unpaved areas in the front and side yards must be landscaped with lawn grass, decorative rock, bark, shrubs or other attractive ground cover.

11. EXTERIOR APPEARANCE: Each Lot and the exterior appearance of improvements and landscaping thereon shall be maintained in a clean, neat and orderly condition and in good repair at all times. All rubbish, trash, cut vegetation, and garbage shall be regularly removed from all Lots and shall not be allowed to accumulate. Burying of waste shall not be permitted. All trash containers must be screened from view except on the day of pickup. Lawns, shrubs, trees and other landscaping plants shall be watered, fertilized and trimmed as necessary to maintain a healthy and attractive appearance. No clotheslines, equipment, recreational vehicles, boats, travel trailers, woodpiles, storage piles or similar items shall be visible from any street in Sundown Ridge Estates. Bright colored tarpaulins shall not be considered acceptable screening.

12. OUTBUILDINGS: Any storage sheds or other outbuildings in Sundown Ridge Estates must be constructed and finished to a substantially similar appearance as the residence. All outbuildings shall be located in the rear yard behind the residence.

13. RECREATIONAL OR NONOPERATING VEHICLE PARKING: All recreational vehicles, any nonoperating vehicles, automobiles being restored, automobiles in need of mechanical repair, off-road vehicles, motor homes, boats, campers, camper shells and any other vehicle parked for longer than 5 days, shall only be parked in the owner's garage, a suitable outbuilding, behind sight obscuring fencing in the rear yard, or outside of Sundown Ridge Estates. No recreational use of off-road vehicles, including, but not limited to, snowmobiles, off-road motorcycles, ATVs, etc., is permitted within Sundown Ridge Estates.

14. TEMPORARY STRUCTURES: No trailer, mobile home, manufactured home, tent, motor home, shack or other temporary structure of any kind may be placed on Sundown Ridge Estates for temporary or permanent human habitation.

15. ANIMALS: Except as provided in Paragraph 16, no animals, livestock or poultry of any kind may be kept, raised, boarded or bred on Sundown Ridge Estates except domesticated and licensed dogs, cats or other household pets not exceeding a cumulative total of 4 in number. No animals of any kind may be kept, raised, boarded or bred on Sundown Ridge Estates for

commercial purposes. Barking dogs must be moved indoors after sunset. No animal shall be allowed to run loose outside of the owner's Lot.

16. HORSE LOTS: No horses are allowed on any Lot except Lots 1-7 and 20. No more than two (2) horses per Lot may be kept on Lots 1-7 and 20, of Sundown Ridge Estates. Horses shall be contained behind adequate fencing set back the greater of fifty feet (50') from all Lot boundaries or one hundred feet (100') from any adjacent residence whether existing or subsequently constructed. No unobscured metal wire fencing (barbed or electric) shall be used along any road or driveway in Sundown Ridge Estates. Horseback riding on the roads of Sundown Ridge Estates is prohibited.

17. DUMPING RESTRICTIONS: All trash, garbage, yard waste, construction debris and other refuse material must be removed and properly disposed of outside Sundown Ridge Estates within a reasonable time. Trash removal is the obligation of individual Lot owners unless the Associated contracts for curbside trash pickup within Sundown Ridge Estates. No hazardous chemicals, materials or waste, including motor oil, antifreeze, paints, solvents or fuels may be dumped on Sundown Ridge Estates.

18. OBNOXIOUS CONDUCT: No obnoxious or offensive activity shall be conducted on any part of Sundown Ridge Estates, nor shall anything be done therein that may be or become an annoyance or nuisance to other owners, including but not limited to the operation of off road vehicles, barking dogs, the production of offensive odors, and excessive or late night noise. All vehicle repair activities shall be conducted inside the owner's garage or back yard. Except for snow removal equipment and residential construction equipment, no lawn mower, chain saw, blower or other loud noise generating device shall be operated between hours of 8:00 PM to 8:00 AM.

19. FIREARMS AND FIREWORKS: The discharge of any type of weapon or firearm within Sundown Ridge Estates is strictly prohibited, including but not limited to rifles, shotguns and pistols. Due to extreme fire danger, the discharge or ignition of any fireworks within Sundown Ridge Estates is strictly prohibited. Any Owner using firearms or fireworks within Sundown Ridge Estates shall be held fully liable for any and all damage caused thereby.

20. SPEED LIMIT: The maximum speed limit within Sundown Ridge Estates is 25 miles per hour or less depending upon weather and road conditions.

21. LOGGING AND MINING: Commercial timber removal, mining, quarrying or other surface exploratory excavation is prohibited within Sundown Ridge Estates. The Declarant reserves unto itself and its assigns all subsurface gas, oil and other hydrocarbon mineral rights within Sundown Ridge Estates and the right to remove same so long as such removal is carried out without surface disturbance within Sundown Ridge Estates.

22. NATURAL DRAINAGE: No Owner shall change or interfere with the natural and/or designed drainage of any part of any Lot within Sundown Ridge Estates except as permitted in connection with construction plans approved by the Board or Design Review Committee.

23. OBLIGATION TO MAINTAIN AND REPAIR: Except for those portions of Sundown Ridge Estates which the Association is required to maintain and repair, each Lot owner shall, at the owner's sole cost and expense, maintain and repair the owner's Lot and all improvements thereon in order to protect the value and maintain the appearance of Sundown Ridge Estates.

24. NOTICE REQUIREMENTS: Prior to taking any action to enforce this Declaration, the Association shall first deliver to the violating Lot owner a written notice detailing the nature of the violation, referencing the relevant provision of this Declaration and suggesting appropriate action to remedy the violation. The Association may take enforcement action if the violation is not cured or corrected within twenty (20) days after the Lot owner's receipt of the notice.

25. ENFORCEMENT - ATTORNEY'S FEES: These Protective Covenants, Conditions and Restrictions may be enforced by any person with any right, title or interest in Sundown Ridge Estates. The failure of any person to comply with the provisions of this Declaration shall give rise to a cause of action in favor of any aggrieved property owner for the recovery of damages, for injunctive relief, or both. If legal action is brought to interpret or enforce compliance with the provisions of this Declaration, the prevailing party shall be entitled to judgment against the other party including all reasonable expenses, court costs and attorney's fees as awarded by the court.

26. CORRECTION OF VIOLATION AND LIEN RIGHTS: If a Lot owner fails to cure or correct a violation after receipt of written notice, the Association shall have the right to (a) enter upon the property of the Lot owner and perform all corrective action necessary to bring the Lot into compliance, or (b) assess a fine of \$100 per violation against the Lot owner. The cost of all corrective action performed by the Association or any fine(s) assessed shall become a lien against the Lot upon the recording of a Claim of Lien under the provisions of Idaho law. Any such lien recorded may be foreclosed in the same manner and with all rights and remedies provided under Idaho law. If it becomes necessary for the Association to foreclose any lien recorded, the Association shall also be entitled to recover all attorney fees and costs incurred in the prosecution of said action.

27. DUES AND ASSESSMENTS: The Board of Directors of the Association shall determine and fix the amount of the annual Regular Assessment and any Special or Extraordinary Assessment in accordance with Article 8 of the Association Bylaws.

28. ASSESSMENTS ARE PERSONAL OBLIGATIONS: In addition to constituting a lien on the Lot and all its appurtenances, all sums assessed by the Association against any Lot or Lot owner (together with interest, late charges, costs and attorney's fees in the event of delinquency) shall be the joint and several personal obligations of the owner(s) and any contract purchaser of the Lot.

29. LATE CHARGES AND INTEREST ON DELINQUENT ASSESSMENTS: The Board of Directors of the Association may from time to time establish late charges and a rate of interest to be charged on assessments that may thereafter become delinquent.

30. REMEDIES CUMULATIVE: The remedies provided herein are cumulative, and the Board may pursue them and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

31. DURATION AND AMENDMENT: These Protective Covenants, Conditions and Restrictions shall remain in force for an initial period of ten (10) years from the date of recording in the records of Kootenai County, Idaho. These Protective Covenants, Conditions and Restrictions shall be automatically renewed for successive periods of ten (10) years each unless the owners of seventy five percent (75%) of the lots comprising Sundown Ridge Estates sign and record an instrument terminating or amending these covenants in whole or in part as provided below. Except as provided below, at any time during the initial period or any successive period, these Protective Covenants, Conditions and Restrictions may be amended, by a recorded, written instrument, approved and signed by the owners of seventy five percent (75%) of the lots comprising Sundown Ridge Estates. Termination of these Protective Covenants, Conditions and Restrictions during the initial 10-year period shall require the unanimous approval of all Lot owners in Sundown Ridge Estates. Termination of the Protective Covenants, Conditions and Restrictions during any subsequent period shall require the approval of not less than seventy-five percent (75%) of the Lot owners in Sundown Ridge Estates. Amendment or termination of paragraphs 4 and 5 at any time shall require the unanimous approval of all Lot owners in Sundown Ridge Estates.

32. SECURED PARTY PROTECTION: A breach or enforcement of any covenant, condition or restriction contained herein, shall not defeat or render invalid any mortgage, deed of trust or other security instrument now or hereafter executed upon Sundown Ridge Estates or any portion thereof. However, if any portion of Sundown Ridge Estates is sold under a foreclosure of any mortgage, deed of trust or other security instrument, any purchaser at such sale and its successors and assigns shall hold any and all property purchased subject to all the provisions of this Declaration.

33. SEVERABILITY: If any part or provision of these Protective Covenants, Conditions and Restrictions is declared invalid by a Court, all remaining parts and provisions shall remain in full force and effect.

34. NO WARRANTY/GUARANTEE: Eagle Tree Group, LLC does not, by the execution of this document, warranty or guaranty enforcement or binding effect of these Declarations, nor does Eagle Tree Group, LLC warrant that the use of Sundown Ridge Estates as of the date acknowledged below is in compliance with this Declaration. Each purchaser of any lot in Sundown Ridge Estates does hereby agree to individually accept all responsibility for enforcement of these Protective Covenants, Conditions and Restrictions, and to release Eagle Tree Group, LLC from any lack of enforcement or nonconformity of any structure or use of Sundown Ridge Estates.

35. CONSTRUCTIVE NOTICE AND ACCEPTANCE: Upon recording of this Declaration, every person or entity who now or hereafter owns, occupies or acquires any right, title or interest


1755457

in or to any portion of Sundown Ridge Estates has conclusively consented and agreed to every provision of this Declaration.

36. INTERPRETATION: This Declaration shall be interpreted in accordance with Idaho law and shall be strictly interpreted to enforce the purpose of the Declaration. All ambiguities shall be interpreted in favor of the Declarant.

Dated this 26th day of SEPTEMBER, 2002.

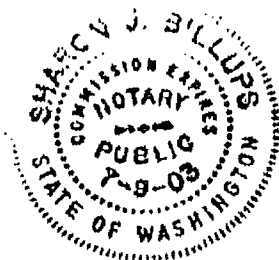
Eagle Tree Group, L.L.C.

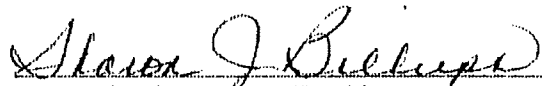


Greg D. McFarland, President and Managing Member

State of Washington)
) ss.
County of Pierce)

On this 26th day of September, 2002, before me, the undersigned, a Notary in and for the State of Washington, personally appeared GREG D. McFARLAND, known or identified to me to be the President and Managing Member of EAGLE TREE GROUP, L.L.C., the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same. WITNESS my signature and official seal.

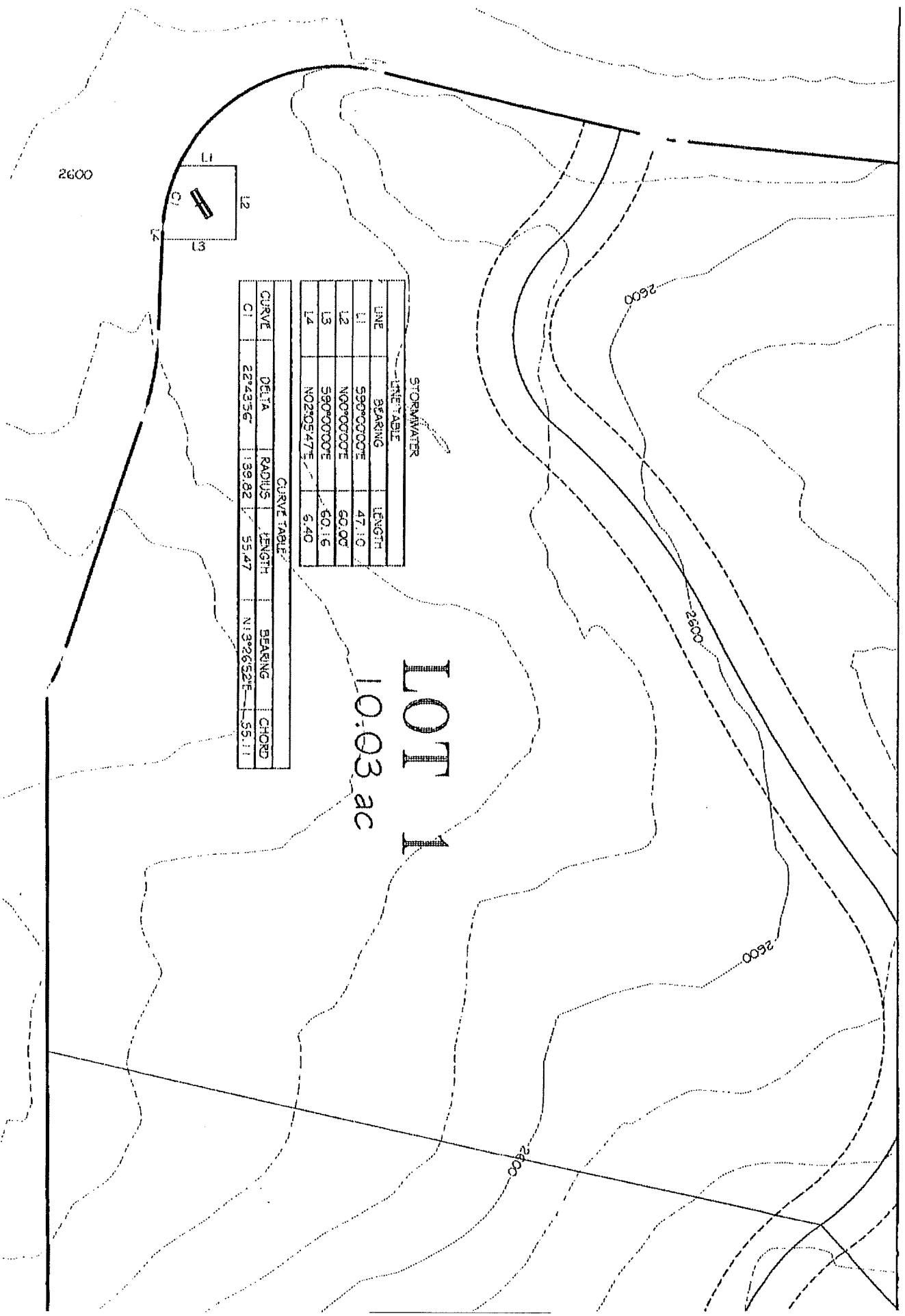




Notary for the State of Washington
Residing at: Lig Harbor
Commission Expires: 7-9-2003
Sharon J. Billups

EXHIBIT A

1755457



LOT 1
10.03 ac

LINE TABLE		
LINE	BEARING	LENGTH
L1	S90°00'00"E	47.10
L2	N00°00'00"E	60.00
L3	S90°00'00"E	60.16
L4	N02°05'47"E	6.40

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	22°43'56"	139.82	55.47

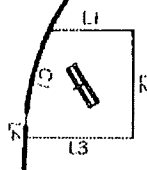


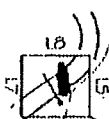
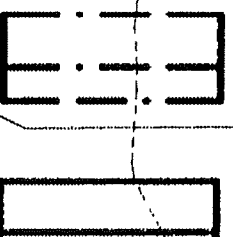
EXHIBIT A

1755457

LOT 4
13.48 ac

LOT 5
12.34 ac

STORMWATER			
LINE TABLE			
LINE	BEARING	LENGTH	
15	N00°01'16"E	35.33	
16	N90°00'00"E	37.22	
17	N00°00'00"E	35.40	
18	S89°53'29"E	37.23	
19	S64°27'50"E	98.86	



1806114

CERTIFICATE OF AMENDMENT

CERTIFICATE OF AMENDMENT to the Declaration of Protective Covenants, Conditions and Restrictions for Sundown Ridge Estates, (hereafter referred to as the "Declaration"), recorded on October 1, 2002, as Instrument No. 1755457 in the records of Kootenai County, Idaho, affecting the following described real property:

Lots 1 – 20, inclusive, Block 1, SUNDOWN RIDGE ESTATES, according to the plat recorded in Book "T" of Plats, Pages 304, 304A, 304B and 304C, as Instrument No. 1697387, records of Kootenai County, Idaho.

UNDER THE AUTHORITY of Paragraph 31 of the Declaration, the following Amendments have been approved by not less than 75% of the Lot owners by Action by Unanimous Consent of the Members.

Paragraph 12 of the Declaration is amended to read as follows:

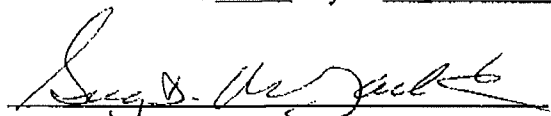
12. OUTBUILDINGS: The design, appearance and location of any storage sheds or other outbuildings in Sundown Ridge Estates must be reviewed and approved by the Board of Directors or Design Review Committee before construction commences in accordance with paragraph 6 of this Declaration.

Paragraph 21 of the Declaration is amended to read as follows:

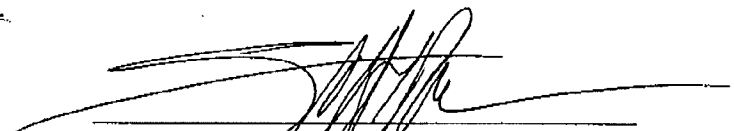
21. LOGGING AND MINING: Any logging, timber cutting and/or timber management plan on any Lot within Sundown Ridge Estates must be pre-approved by the Design Review Committee in accordance with the procedures set forth in Paragraph 6. Mining, quarrying or other surface exploratory excavation is prohibited within Sundown Ridge Estates. The Declarant reserves unto itself and its assigns all subsurface gas, oil and other hydrocarbon mineral rights within Sundown Ridge Estates and the right to remove same so long as such removal is carried out without surface disturbance within Sundown Ridge Estates.

THE UNDERSIGNED hereby certify that the above amendment was adopted by the affirmative vote of not less than 75% of the property owners and members of the Sundown Ridge Estates Homeowner's Association, Inc.

Executed on this 10 day of JUNE, 2003.


Greg D. McFarland, President

[seal]

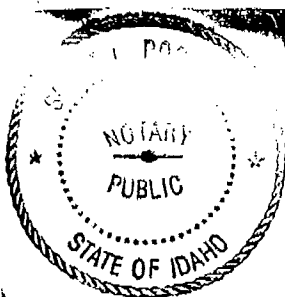

Scott L. Poorman, Secretary

1: **Certificate of Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Sundown Ridge Estates**

1806114

STATE OF IDAHO)
)
County of Kootenai)

On this 10 day of JUNE, 2003, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared Greg D. McFarland, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same. WITNESS my signature and official seal.



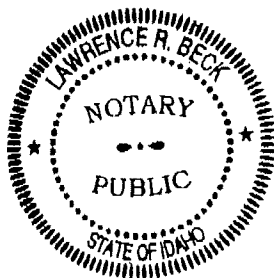

Notary for the State of Idaho

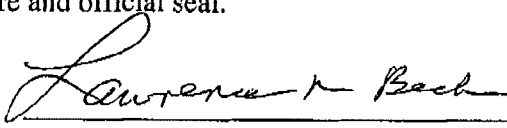
Residing at: Hayden ID

Commission Expires: 6-1-2005

STATE OF IDAHO)
)
County of Kootenai)

On this 10 day of June, 2003, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared Scott L. Poorman, known or identified to me to be the Secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same. WITNESS my signature and official seal.




Notary for the State of Idaho


Residing at: Hayden

Commission Expires: 11-12-05

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF Scott Poorman

2003 JUN 10 P 1:48

DANIEL J. ENGLISH

DEPUTY 

FEES 6-

2: Certificate of Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Sundown Ridge Estates