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along the shore of Hayden Lake S. 78° 58' W. 158.87 feet to a point on the West line of Section 17, thence in Section 18 along the shore of Hayden Lake S. 79° 47' W. 90 feet; thence S. 74° 08' W. 90 feet; thence S. 51° 50' W. 90 feet; thence S. 42° 55' W. 100 feet; thence S. 5° 10' N. 110 feet; thence S. 65° 24' W. 110 feet; thence S. 52° 59' N. 150 feet; thence N. 84° 54' W. 60 feet; thence N. 47° 49' W. 90 feet; thence N. 51° 49' W. 115 feet; thence N. 46° 42' W. 100 feet; thence N. 32° 36' W. 100 feet; thence N. 37° 20' W. 100 feet; thence N. 24° 01' W. 122 feet; thence N. 25° 51' W. 100 feet; thence N. 17° 22' N. 120 feet; thence N. 13° 57' E. 120 feet; thence N. 20° 58' E. 100 feet; thence N. 28° 16' E. 100 feet; thence N. 20° 17' E. 100 feet; thence N. 3° 05' E. 100 feet; thence N. 01° 10' N. 90 feet; thence N. 1° 44' E. 80 feet; thence N. 6° 57' E. 80 feet; thence N. 40° 34' E. 72.75 feet to a point on the North line of Lot 39 of N. 18° 15' T. 5 S. PARK, thence leaving the shore of Hayden Lake and along the North line of said Lot 39, N. 84° 31' E. 1036.3 to the point of beginning.

STATE OF IDAHO
 COUNTY OF KOOTENAI S.S.

On this 2 day of September, 1965, before me personally appeared Ray H. Kinder, known to me to be the person who executed the above SURVEYOR'S CERTIFICATE and acknowledged to me that he signed the same.

Notary Public in and for the State of Idaho, residing in Coeur d'Alene
 My commission expires 12-1-68

OWNERS' CERTIFICATE

BE IT KNOWN that NORTH IDAHO PROPERTIES, INC., an Idaho corporation, hereby certify that they are the owners of the land described in the above SURVEYOR'S CERTIFICATE and have caused the same to be subdivided into lots, blocks, and streets as herein platted, to be known as POINT HAYDEN, Kootenai County, Idaho, and do dedicate to the public the streets shown herein and do reserve such easements as may be necessary over and along each lot for public utilities. IN WITNESS WHEREOF said NORTH IDAHO PROPERTIES, INC. have caused these presents to be executed by its duly authorized corporate officers and its corporate seal to be affixed this 2nd day of September, 1965.

NORTH IDAHO PROPERTIES, INC.

Edward G. Peters
 President
James Crick, Jr.
 Secretary

STATE OF IDAHO
 COUNTY OF KOOTENAI S.S.

On this 2nd day of September, 1965, before me personally appeared Edward G. Peters, the president, and James Crick, Jr., the secretary, known to me to be the president and the secretary respectively of the corporation that executed the above instrument, or the persons who executed the above instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

William P. Reagan

Notary Public in and for the State of Idaho, residing in Coeur d'Alene
 My commission expires 11-1-65

COUNTY SURVEYOR'S APPROVAL

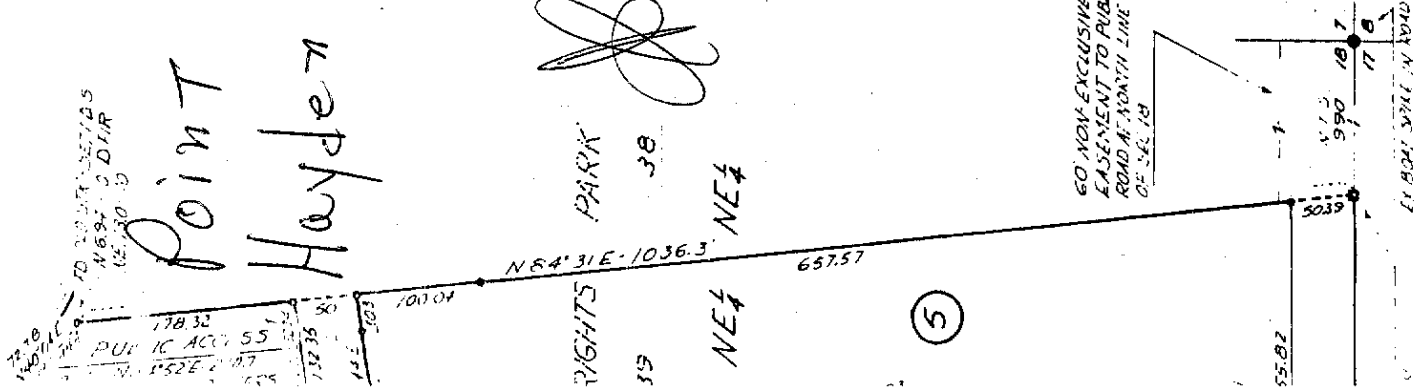
I hereby certify this plat of September 2, 1965, that I have examined this plat and approve same for filing.

Ray H. Kinder
 Kootenai County Surveyor

COUNTY HEALTH OFFICER'S APPROVAL

This plat approved this 6 day of July, 1965.

Paul L. Sanderson
 Kootenai County Health Officer



Pioneer Title Company

RESTRICTIVE COVENANTS OF NORTH IDAHO PROPERTY, INC, LOT 2, BL. 6, Point Hayden, KOOTENAI COUNTY, STATE OF IDAHO, ACCORDING TO BOOK E OF PLATS, P. 19; BOOK 46, P. 285; Document No. 472976; recorded on September 27, 1965:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 1995, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.
3. Invalidation of any one of these covenants by Judgment or court order shall affect, in no wise, any of the other provisions which shall remain in full force and effect.
4. All lands situated within the boundaries of said property are hereby classified and shall be, and are hereby, zoned as residential areas and shall be used only for that general purpose and the boundaries of the only district hereby so zoned shall be the entire area within the boundaries of said property.
5. No building or premises shall be used, nor shall any structure be hereafter erected, altered, modified or enlarged or changed, except for single family dwellings and the usual accessory buildings commonly appurtenant to a single family dwelling unit, such as a private garage and shall not be located so that any part shall be closer than five (5) feet from adjoining lot lines of separate parcels or alleys. The eave shall be the edge of the building for purposes hereof.
6. No building shall be closer than thirty (30) feet to any public road.
7. Single family dwellings shall be constructed to mean that the principal use or occupancy of the building is for dwelling purposes and not more than thirty per cent (30%) of the usable floor space of a dwelling shall be devoted to home occupation other than actual residential purposes.
8. One sign, not exceeding one square foot in area, may be used to designate the name of the occupant or to advertise that said premises are for rent or sale.
9. Public utility structures may be granted special permission by the Architectural Committee.
10. No building shall hereafter be erected for human occupancy containing less than 1,200 square feet of enclosed area, exclusive of garages and accessory buildings.

Pioneer Title Company

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11. No building shall be of higher construction than a normal two (2) story house and attic.

12. The construction of any building for which a permit is as herein required shall be completed within twelve (12) months of the date of permit and none shall be commenced without having first secured such permit in writing. All construction shall be of new buildings only. Old buildings, already constructed, though not finished, may not physically be moved into the property without special permit from the Architectural Committee.

13. There shall be no trailer houses or homes or mobile units used, permitted, occupied, or otherwise permitted to locate in the property limits.

14. Property lines shall be as they now exist or any may be subsequently altered in writing and of record in the office of the recorder of Kootenai County, Idaho.

15. No boat house shall be used for living quarters and in no case shall the water closets or outhouse type of structures be located on the boat house.

16. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

17. No dwelling shall be permitted on any lot without careful attention given to the materials in order to insure that they are of a good standard grade currently being offered on the market at the time of construction of the dwelling, this being based upon the material cost level prevailing on the date that these covenants are recorded, it being the intent and purpose of these covenants to assure that all dwellings shall be of a good quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded with the minimum dwelling size stated herein. No roofing other than wooden shingles or shakes, treated or untreated, may be used without the consent of the Committee or its successors.

18. 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 structure have been approved by the Architectural Committee, James Crick, Jr, Robert Crick, and Edward G. Peters as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines unless similarly approved. All exterior color used on any structure shall be first approved by the Committee or its successor.

Pioneer Title Company

19. No excavation shall commence or be completed nor shall any foundation, footing or other base or arrangement made preliminary to any completed construction without first having obtained the required permit of the Architectural Committee.

20. The Architectural Committee is composed of James Crick, Jr., Robert Crick and Edward G. Peters. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

21. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to James Crick, Jr., Robert Crick or Edward G. Peters, 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 fully complied with.

22. Easements for installation and maintenance of utilities and drainage facilities may be reserved and designated on recorded plat.

23. Recognizing that there are certain uses of property that may or may not, in the opinion of the Architectural Committee of said property, be detrimental to the public health, safety, morals and general welfare, depending upon the facts in each individual case, therefore, a limited power to issue special permits for such use is vested hereby in said Architectural Committee, acting as a Planning Commission, and it may, after public hearing held after ten (10) days notice in writing posted at the County office and on the land involved and mailed to the last known adjoining owners to the area involved, grant special permits and to thereafter, if violated, terminate the same.

24. The Architectural Committee may require any applicant for any such special permit to deposit the estimated cost of such posting and hearing not to exceed \$100.00.

25. The Architectural Committee reserves unto itself by the interpretation and intent hereof so as to carry out the above declared principals.

James Crick, Jr.

Robert Crick

Edward G. Peters