

## DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

## HARBOR VIEW ESTATES SUBDIVISION

Harbor View Estates, Inc., an Idaho corporation, hereinafter referred to as the Subdivider.

TO THE PUBLIC:

Declaration of Restrictions on Harbor View Estates, a subdivision in Kootenai County, State of Idaho, as recorded in the public records of Kootenai County, Idaho, and described as follows, to-wit:

Said land is located in Section 35, Township 50 North, Range 4 West, and in Section 1, Township 49 North, Range 4 West, and a part of Government Lot 5, Section 6, Township 49 North, Range 3 West, all Boise Meridian, Kootenai County, Idaho, more specifically described as follows:

Beginning at the standard corner common to said Section 35 and 36 that being the initial point of Harbor View Estates; thence, West 90 feet to the East right of way line of Scenic Drive; thence, North 542.09 feet; thence East 88.59 feet to the East line of said Section 35; thence North  $00^{\circ}08'55''$  West 2119.65 feet to the East quarter corner of said Section 35; thence North  $00^{\circ}59'46''$  East 1340.35 feet along said Section line to the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 35; thence North  $88^{\circ}50'32''$  West 1062.64 feet along an agreement line, instrument number 828179, between Greenfield and Mason; thence South 50.01 feet; thence South  $88^{\circ}50'32''$  East 275.44 feet; thence South  $00^{\circ}26'31''$  West 1190.66 feet; thence South  $89^{\circ}45'53''$  West 723.46 feet; thence South 1630.31 feet; thence West 600.01 feet to the center of Section line of said Section 35; thence South  $00^{\circ}05'13''$  East 1167.67 feet to the South quarter corner of said Section 35; thence South  $00^{\circ}08'20''$  East 659.82 feet; thence North  $89^{\circ}44'45''$  East 443.47 feet to a point on the line between Government Lot 3 and Government Lot 2 in said Section 1; thence North  $89^{\circ}43'41''$  East 2215.05

feet; thence North 88°51'44" East 441.25 feet to the West line of said Section 6; thence North 88°51'49" East 100.00 feet along the Southerly right of way line of Bay Pointe Way; thence North 88°51'49" East 340 feet more or less to the mean ordinary high water line of Lake Coeur d'Alene; thence Northeasterly 300 feet more or less along the mean ordinary high water line of said Lake Coeur d'Alene; thence South 88°51'49" West 450 feet more or less to a point on the Easterly right of way line of Bay Pointe Way; thence North 01°55'35" West 659.99 feet along the Easterly line of said Bay Point Way to a point on the Northerly line of said Section 6; thence South 88°51'49" West 100.00 feet to the amended closing corner common to said Sections 1 and 6; thence South 88°52'30" West 426.87 feet to the initial point.

Also a 60 ft. right of way for ingress and egress described along the following described centerline:

Beginning at the South quarter corner of said Section 35; thence South 00°08'20" East 105.20 feet to the True Point of Beginning, said point lying on the centerline of a curve concave to the Northwest and having a radius of 200 feet; thence Southwesterly and Northwesterly 241.46 feet through a central angle of 69°10'24" to a tangent point; thence North 79°10'38" West 122.00 feet to the easterly right of way line of Hull Road.

The Restrictions and Covenants hereinafter set forth are to run with the land and shall be binding upon all parties and all persons owning lots within Harbor View Estates, or claiming thereunder.

If the owners of such lots or any of them, or their heirs or assigns, shall violate any of the Covenants hereinafter set out, it shall be lawful for any other person owning real property situate in such subdivision, or the Harbor View Estates Homeowners Association, to prosecute any proceeding at law or in equity against the person or persons violating any such Covenants, and either to prevent him from doing so or to recover damages for such violation or both.

Invalidation of any of these Covenants by judgment or court order shall, in no way, affect any of the other provisions which shall remain in full force and effect.

This being so, the following Restrictions and Covenants are hereby imposed:

1. Compliance with these Restrictions and Covenants shall be monitored by an Architectural Committee appointed by the Board of Directors of Harbor View Estates Homeowners Association.

The Architectural Committee must review and approve all original buildings, structures and alterations within Harbor View Estates.

2. No lot shall be used except for single-family residential purposes and there shall be no subdivision of the said lots, and no permanent residence shall contain less than FIFTEEN HUNDRED (1,500) square feet on the ground floor, excluding garage, utility buildings, open porches and the like with the cost of construction thereof to be no less than SIXTY THOUSAND DOLLARS (\$60,000.00). Once construction has commenced the complete exterior thereof shall be completed in no less than SIX (6) months, including landscaping, weather so permitting.
3. All buildings will be of new on-site construction. No dwellings, buildings or other structures shall be moved onto the premises.

4. All buildings will be constructed in accordance with all applicable governmental codes and regulations and will be maintained at all times in a good and reasonable condition of repair.
5. No inoperable vehicle of any kind or nature will be permitted to remain on the property for a period in excess of SIXTY (60) days, in the view of other residents or the general public.
6. The cost of construction as herein set forth is based upon cost levels prevailing on the date of the recordation of this instrument, it being the intention and purpose to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these restrictions are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. To assure compliance with the purpose and intent of this covenant, the Architectural Committee shall be empowered and is empowered to take into consideration fluctuating costs in approving and disapproving plans and specifications for house construction within the subdivision. All roofs are to be wood shingle surfaced or as approved by the Architectural Committee.
7. The roads herein are designated as private roads and are dedicated to and are to be maintained by the Homeowners Association for the use and benefit of the property owners of HARBOR VIEW ESTATES, and such other users who may, by

easement or license, be entitled to such use, provided; however, that in the event HARBOR VIEW ESTATES develops contiguous and adjacent lands certain roads within Harbor View Estates can be used for that development.

The roads shall remain private until such time as the appropriate highway district determines the roads meet highway district road standards. At that point in time, and upon acceptance by the appropriate highway district, the Homeowners Association may transfer the roads to the then existing highway district.

8. The water supply system and sewage collection and disposal system shall be located, constructed and equipped in accordance with the requirements, standards and recommendations of the appropriate governmental authority having jurisdiction thereof. The water and sewage systems shall initially be owned, operated, and maintained by Harbor View Estates, Inc, or its assignee. The water and sewage systems shall be transferred to the Homeowners Association by Harbor View Estates, Inc., or its assignee at such time as more than fifty percent (50%) of the platted lots have been sold or conveyed to third parties. The Association must accept the transfer of the water and/or sewage systems and continue to operate and maintain the transferred system or systems for the benefit and use of the homeowner upon thirty (30) days written notice to the Homeowners Association following sale of more than fifty percent (50%) of platted lots as

hereinabove referenced. Upon transfer of said systems, and if deemed necessary by the Board of Directors of this Association, the Association is hereby empowered to specially assess each member of the Association his or her proportionate share of the transfer costs of the system(s) as deemed necessary by the Board. The Homeowners Association is further authorized to assess such monthly charges and other fees as may be necessary to provide for the continuing maintenance and operation of the system on a prorata per lot basis. Failure of a lot owner to pay any such fee or charge may result in the fee or charge becoming a lien on the property.

Until the transfer of said systems by Harbor View Estates, Inc. to the Homeowners Association, Harbor View Estates, Inc. shall operate said systems on a non-profit basis, and assess each individual lot at a prorata share of direct operational and maintenance costs and sufficient reserves to guarantee maintenance and operation of the system. Any such reserves shall be transferred to the Homeowners Association by Harbor View Estates, Inc. upon transfer of the system.

9. Upon purchase of a lot in HARBOR VIEW ESTATES, each lot owner shall be required to become a member of Harbor View Estates Homeowner's Association, an Idaho non-profit corporation, pursuant to the Articles of Incorporation and Bylaws. Each lot owner will receive a Certificate of

Membership thereto. The Homeowners Association, by and through its Board of Directors, is authorized to levy charges and assessments as may be required to provide for the proper operation of the roads, common areas, amenities, facilities and any utilities which may be acquired by the Association, including sewage and water facility costs on a prorata basis during all periods of system availability whether operated by Harbor View Estates, Inc., its assignee or the Homeowners Association. Such costs shall be assessed whether or not an individual lot owner avails himself of the services. Such levies and assessments shall be made in accordance with the Articles of Incorporation and Bylaws of Harbor View Estates, Inc., and can, if not timely paid, become a lien on the property.

10. No property shall be used or maintained as a dumping ground for rubbish, garbage or trash, and all garbage or other materials shall not be kept except in a sanitary condition.
11. No noxious, illegal or offensive use of property shall be carried on upon any lot, nor shall anything be done thereon which may be or become, an annoyance or nuisance to the neighborhood. No member of this Association shall at any time, conduct or permit to be conducted on any residential lot, any trade or business of any description, either commercial or religious, including day school, nurseries, or church schools, nor shall said premises be used for any

other purposes whatsoever except for the purpose of a private dwelling or residence.

12. All utility services on lots shall be underground (including but not restricted to, electrical, telephone and gas) except as may be otherwise required under the rules and regulations governing the public utility providing the service.
13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or pets of the customary household variety and these shall be restrained by approved fencing on the owner's premises, or otherwise on leash. In any event, no animals may be bred or kept for commercial purposes.
14. No buildings or structures shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by an Architectural Committee, 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 evaluation.
15. Lots shall never be enclosed or fenced by any structure exceeding SIX (6) feet in height in the rear and FOUR (4) feet in height in the front, and must be approved by the Architectural Committee.
16. No building or any part thereof, including garages and porches, shall be erected on any lot closer than SEVENTY-FIVE (75) feet to the front street line, or closer than

- FIFTY (50) feet to either side lot line, or closer than FIFTY (50) feet to the rear lot line, unless specifically approved in writing by the Architectural Committee.
17. Common areas designated in the plat are hereby dedicated for the use and benefit of all the members. The management, policing, control, supervision, and improvement of said common areas shall be accomplished by the Homeowners Association.
  18. Full and exclusive control of the height of all buildings and structures is vested in the Architectural Committee and no buildings or structures shall be constructed on the property without prior written approval of the height thereof by such committee.
  19. Variances from or amendments to any provision herein contained may be granted by the Homeowners Association by a TWO-THIRDS (2/3) majority vote of the full membership. Any items not covered under these covenants must be approved by the Homeowners Association.
  20. Each member of the Association must, upon admission to the Association, also become a member of the MICA Fire Protection Association and pay all dues and assessments required thereof.
  21. Fences or other any other physical structure shall not be placed so as to create an obstruction to any interior

private roadway or maintenance thereof, including adequate snow removal.

IN WITNESS WHEREOF, the declarants have executed this instrument this 24<sup>th</sup> day of April, 1985.

Sherman M. Farrar  
SHERMAN M. FARRAR

L.H. "Hank" Farrar  
L.H. "HANK" FARRAR

ESTATE OF HELEN GREENFIELD

BY: John Millheiser  
JOHN MILLHEISER

BY: Greta Baltzell  
GRETA BALTZELL

STATE OF IDAHO }  
COUNTY OF KOOTENAI } ss

AT THE REQUEST OF HANNOV, Jen Kings & Assoc.

At 52 minutes past 4 o'clock P.M.

APR 25 1985

CAROL HEITZ

By Anda Rice  
Deputy

Fee 24.00

Return to

P.O. Box 1468

C.H.A.

STATE OF IDAHO )  
 )  
 ) SS.  
County of Kootenai )

On this 24<sup>th</sup> day of April, 1985, before me, Donna J. Raymond  
a Notary Public for the State of Idaho, personally appeared  
SHERMAN M. FARRAR, known or identified to me to be the Chairman  
of the Board 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.

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

Donna J. Raymond  
Notary Public for Idaho  
Residing in: Post Falls, Idaho

STATE OF IDAHO )  
 )  
 ) SS.  
County of Kootenai )

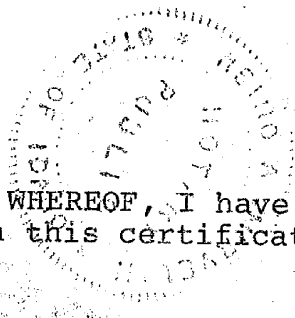
On this 24<sup>th</sup> day of April, 1985, before me, Donna J. Raymond  
a Notary Public for the State of Idaho, personally appeared I.H.  
"HANK" FARRAR, known or identified to me to be the Vice  
President of the corporation that executed the instrument or the  
person who executed the instrument on behalf of said corporation,  
and acknowledged to me that such corporation executed the same.

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

Donna J. Raymond  
Notary Public for Idaho  
Residing in: Post Falls, Idaho

STATE OF IDAHO )  
 )  
 ) SS.  
County of Kootenai )

On this 22 day of April, 1985, before me, LEINO JURVELIN,  
a Notary Public for the State of Idaho, personally appeared JOHN  
MILLHEISLER, known or identified to me to be the Co-Conservator  
of that certain ESTATE OF HELEN GREENFIELD, whose name is  
subscribed to the foregoing instrument and acknowledged to me  
that he executed the same on behalf of said ESTATE OF HELEN  
GREENFIELD.

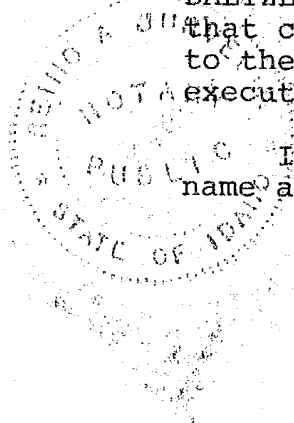


IN WITNESS WHEREOF, I have hereunto set my hand and seal the name and year in this certificate first above written.

*Reino Jurvelin*  
Notary Public for Idaho  
Residing in: COEUR D'ALENE

STATE OF IDAHO )  
County of Kootenai ) ss.

On this 22 day of April, 1985, before me, REINO JURVELIN a Notary Public for the State of Idaho, personally appeared GRETA BALTZELL, known or identified to me to be the Co-Conservator of that certain ESTATE OF HELEN GREENFIELD, whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same on behalf of said ESTATE OF HELEN GREENFIELD.



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

*Reino Jurvelin*  
Notary Public for Idaho  
Residing in: COEUR D'ALENE

AMENDMENT TO  
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR  
HARBOR VIEW ESTATES SUBDIVISION

Harbor View Estates, Inc., an Idaho corporation, hereinafter referred to as the Subdivider,

TO THE PUBLIC:

A Declaration of Restrictions and Protective Covenants for Harbor View Subdivision, a subdivision in Kootenai County, State of Idaho, has been recorded in the public records of Kootenai County, Idaho at Book 140, Page 146, Instrument Number 1006232.

Said Subdivision is legally described as follows, to wit:

Said land is located in Section 35, Township 50 North, Range 4 West, and in Section 1, Township 49 North, Range 4 West, and a part of Government Lot 5, Section 6, Township 49 North, Range 3 West, all Boise Meridian, Kootenai County, Idaho, more specifically described as follows:

Beginning at the standard corner common to said Section 35, and 36 that being the initial point of Harbor View Estates; thence, West 90 feet to the East right of way line of Scenic Drive; thence, North 542.09 feet; thence East 88.59 feet to the East line of said Section 35; thence North 00°08'55" West 2119.65 feet to the East quarter corner of said Section 35; thence North 00°59'46" East 1340.35 feet along said Section line to the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 35; thence North 88°50'32" West 1062.64 feet along an agreement line, instrument number 828179, between Greenfield and Mason; thence South 50.01 feet; thence South 88°50'32" East 275.44 feet; thence South 00°26'31" West 1190.66 feet; thence South 89°45'53" West 723.46 feet; thence South 1630.31 feet; thence West 600.01 feet to the center of Section line of said Section 35; thence South 00°05'13" East 1167.67 feet to the South quarter corner of said Section 35; thence South 00°08'20" East 659.82 feet; thence North 89°44'45" East 443.47 feet to a point on the line between Government Lot 3

and Government Lot 2 in said Section 1; thence North 89°43'41" East 2215.05 feet; thence North 88°51'44" East 441.25 feet to the West line of said Section 6; thence North 88°51'49" East 100.00 feet along the Southerly right of way line of Bay Pointe Way; thence North 88°51'49" East 340 feet more or less to the mean ordinary high water line of Lake Coeur d' Alene; thence Northeasterly 300 feet more or less along the mean ordinary high water line of said Lake Coeur d' Alene; thence South 88°51'49" West 450 feet more or less to a point on the Easterly right of way line of Bay Pointe Way; thence North 01°55'35" West 659.99 feet along the Easterly line of said Bay Pointe Way to a point on the Northerly line of said Section 6; thence South 88°51'49" West 100.00 feet to the amended closing corner common to said Section 1 and 6; thence South 88°52'30" West 426.87 feet to the initial point.

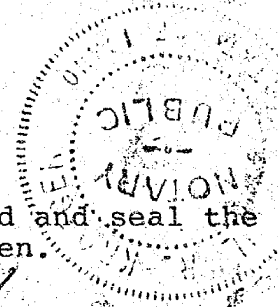
Also a 60 foot right of way for ingress and egress described along the following described centerline.

Beginning at the South quarter corner of said Section 35; thence South 00°08'20" East 105.20 feet to the True Point of Beginning, said point lying on the centerline of a curve concave to the Northwest and having a radius of 200 feet; thence Southwesterly and Northwesterly 241.46 feet through a central angle of 69°10'24" to a tangent point; thence North 79°10'38" West 122.00 feet to the easterly right of way line of Hull Road.

The Restrictions and Covenants set forth in said Declaration of Restrictions and Protective Covenants for Harbor View Estates Subdivisions run with the land and are binding upon all parties and persons owning lots within Harbor View Estates, or claiming thereunder except for Lot 37, Block 2, as described in that certain Declaration of Lot Line Adjustment and Amendment of Plat-Harbor View Estates, recorded at Book 144, page 911, Instrument Number 1029231, records of Kootenai County, Idaho, and more particularly described as follows, to wit:

Lot 37, Block 2, HARBOR VIEW ESTATES, according to the plat recorded in Book "F" of Plats, pages 152, 152A, 152B, and 152C, records of Kootenai County, State of Idaho, more particularly described as follows:





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

Paul R. Kroeper  
Notary Public for Idaho  
Residing at: Post Falls, ID  
Commission expires: Life

STATE OF IDAHO )  
 ) ss  
County of Kootenai )

On this 13 day of JUNE, 1986, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared MARILYN WEIS, known to me to be the Secretary of the Corporation, HARBOR VIEW ESTATES, INC. and 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 seal the date and year in this certificate first above written.

Paul R. Kroeper  
Notary Public for Idaho  
Residing at: Post Falls, ID  
Commission expires: Life

STATE OF IDAHO )  
 ) ss  
County of Kootenai )

On this 13 day of JUNE, 1986, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared SHERMAN FARRAR, known to me to be the President of the Corporation, HARBOR VIEW HOMEOWNER'S ASSOCIATION, INC. and 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 seal the date and year in this certificate first above written.

Paul R. Kroeper  
Notary Public for Idaho  
Residing at: Post Falls, ID  
Commission expires: Life

STATE OF IDAHO )  
 ) ss  
County of Kootenai )

On this 13 day of JUNE, 1986, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared MARILYN WEIS, known to me to be the Secretary of the Corporation, HARBOR VIEW HOMEOWNER'S ASSOCIATION, INC. and 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 seal the date and year in this certificate first above written.

Paul R. Koepp  
Notary Public for Idaho  
Residing at: POST FALLS, ID  
Commission expires: Life

STATE OF IDAHO )  
COUNTY OF KOOTENAI ) SS  
AT THE REQUEST OF Charles  
B. Tompkins  
At 40 minutes past 1 o'clock PM  
Leah Phelps  
JUN 24 1986  
By Merion Sapp  
Deputy  
Fee \$ 10.00  
Return to In Hand.

44307-97-96

1270710

Amendment To

STATE OF IDAHO }  
COUNTY OF KOOTENAI } SS  
AT THE REQUEST OF \_\_\_\_\_

PIONEER TITLE COMPANY

AUG 18 9 48 AM '92

Declaration of Eestrictions And Protective Covenants  
For  
Harbor View Estates Subdivision

TOM HART  
Bonnie Rust  
FEE \$ 3.00 DEPUTY

To the Public;

After a careful study of Harbor View Estates Subdivision Phase #2 Lots #1 through Lot#8 regarding building set backs from property lines, roads and water, that the existing covenants that govern Harbor View Estates Phase 1 Blocks #1 and #2 in regards to the above only, are no feasible because of the size of the lots in phase 2. Therefore Paragraph #16 page 8 & page 9 of the original document dated April 24-1985 shall be modified to read: "All set backs on lots 1 through 8 of Phase 2 of Harbor View Estates shall be governed by Kootenai County Building and Planning Dept or any other Kootenai Agency having authority over this project. This include front and rear as well as side yard set backs."

This modification pertains to Harbor View Estates Subdivision Phase 2 lots 1 through 8 only. All other lots in Phase 1 block 1 and block 2 shall remain as called for in the original covenants and restrictions Dated April 24th 1985 and as modified in Nov. of 1988.

This has been voted and approved by the officers of Harbor View Estates and the Harbor View Estates Architectual Review Board and Shall become effective as of this date.

Signed by, Sherman M. Farrar  
Sherman M. Farrar President. Date 8-17-92  
L.H. Farrar Vice President Date 8-17-92

STATE OF IDAHO,

ss.

County of KOOTENAI

On this 17TH day of AUGUST, 19 92, before me, TWILA G. WILLCUT the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared SHERMAN M. FARRAR and L.H. FARRAR to me known to be the President and VICE PRESIDENT, respectively, of HARBOR VIEW ESTATES, INC. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

[Signature]  
Notary Public in and for the State of Idaho,  
residing at HAYDEN LAKE  
10-28-94

ACKNOWLEDGEMENT - CORPORATION  
Pioneer Title Co.

U-38

1373777

STATE OF IDAHO )  
COUNTY OF KOOTENAI ) SS  
AT THE REQUEST OF  
Charles Dackton  
OCT 14 1 43 PM '94  
E. Berg  
TOLSON SCART  
FEE\$ 37.00 DEPUTY

1994 AMENDMENT TO DECLARATION OF RESERVATIONS  
AND PROTECTIVE COVENANTS FOR  
HARBOR VIEW ESTATES SUBDIVISION

WHEREAS, HARBOR VIEW ESTATES, Inc., an Idaho Corporation, referred to as the "Subdivider" in that certain Declaration of Reservations and Protective Covenants for Harbor View Estates Subdivision dated the 24th day of March, 1985, and recorded the 25th day of March, 1985, as Instrument Number 1006232, and amended by Instrument Number 1049182 recorded on June 24, 1986, and the second amendment recorded as Instrument Number 1270710 recorded on the 18th day of August, 1982, records of Kootenai County, Idaho, does, by these presents, amend said Declaration of Reservations and Protective Covenants, as now amended and in existence,

NOW, THEREFORE,

The owners of not less than two thirds (2/3) of the lots in HARBOR VIEW ESTATES SUBDIVISION, as to its original subdivision, any replatting of lots, or additions, does hereby declare this amendment to those certain Declaration of Reservations and Protective Covenants for HARBOR VIEW ESTATES SUBDIVISION as referenced hereinabove.

TO THE PUBLIC:

HARBOR VIEW ESTATES, Inc., an Idaho Corporation, as Subdivider of the Subdivision known as HARBOR VIEW ESTATES and HARBOR VIEW ESTATES PHASE II as referenced in Instrument Numbers recording the Declaration of Reservations and Protective Covenants as amended does hereby add the following covenants numbers 22, 23, 24, 24, 25, and 26 to those certain Declaration of Reservations and Protective Covenants for Harbor View Estates Subdivision, and as follows:

22. The Developer has requested and obtained a permit of the appropriate governmental agencies for the authorization (permit) for subsequent installation of boat docking facilities, to a maximum of fifteen (15) slips, which has been approved by the appropriate governmental entities, for and on behalf

1373777

of HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc., an Idaho non-profit corporation, for the benefit and utility of the owners of lots within Harbor View Estates Subdivision and Harbor View Estates Subdivision Phase II of Kootenai County, on a first come, first served basis, subject to the By Laws, rules and/or regulations of HARBOR VIEW BOAT ASSOCIATION, Inc. The cost of and means of construction of such docks and/or slips shall be the responsibility of HARBOR VIEW BOAT ASSOCIATION, Inc., an Idaho non-profit Corporation, to which shall be transferred the encroachment permit and state lease for the use of the public waters of the State from the HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc., with a portion of the dock (approximately fifteen percent (15%) as denoted by Exhibit "B" attached hereto) to be for the benefit of all parties owning property within Harbor View Estates Subdivision and Phase II of Harbor View Estates Subdivision. Upon completion of construction of the maximum number of slips or side docks available pursuant to the granting of authority by the appropriate governmental authorities, no further slip arms or side docks shall be available to any other lot owners within the subdivision until such time as appropriate application has been made and governmental authority received for the expansion of additional docks. The Developer makes no representation as to the availability of docks other than as such amount of docks as shall be authorized by the appropriate governmental authority. HARBOR VIEW BOAT ASSOCIATION, Inc., by separate agreement with the Developer has assumed responsibility for EIGHTY FIVE PERCENT (85%) of the maintenance of the dock structure, and all of the costs associated with the provision of water and electricity to said dock structure, with the balance of FIFTEEN PERCENT (15%) of the maintenance of the dock structure to be apportioned to the HARBOR VIEW ESTATE HOMEOWNERS ASSOCIATION, Inc. Individual lot owners who desire the ownership and/or use of slips as exemplified on Exhibit "B" shall make appropriate application to HARBOR VIEW BOAT ASSOCIATION, Inc., and/or the officers and

directors thereof at the initial registered office of the Corporation at 4000 Brentwood, Coeur d'Alene, Idaho 83814.

23. The Developer has entered into an Agreement with certain members of the HARBOR VIEW ESTATE HOMEOWNERS ASSOCIATION, Inc., which members have formed a separate non-profit corporation known as HARBOR VIEW BOAT ASSOCIATION, Inc., whereby said HARBOR VIEW BOAT ASSOCIATION, Inc., has undertaken to cause to be constructed the docks as referenced on Exhibit "B" attached hereto. In consideration for the transference of the permit issued by the State Department of Lands to the HARBOR VIEW ESTATE HOMEOWNERS ASSOCIATION, Inc., HARBOR VIEW BOAT ASSOCIATION, Inc., shall consist of only lot owners within HARBOR VIEW ESTATES SUBDIVISION or PHASE II thereof, which shall determine the nature of the ownership of individual slips and assessments for the use of the slip area as designated on Exhibit "B" attached hereto. In the event any party is found to have committed damage to the dock, the individual party shall be liable for the cost of repair of said damage, inclusive of such damage as is caused by the business guests, guests, or invitees of the party having committed such damage. HARBOR VIEW BOAT ASSOCIATION, Inc., shall additionally be responsible for the cost of electricity provided to the dock and the cost of water provided to the dock. No assessment shall be levied as against the general HARBOR VIEW ESTATE HOMEOWNERS ASSOCIATION, Inc., for the use of electricity and water upon the dock facility.
24. No portion of the subdivision as described on Exhibit "A" to the original Declaration of Reservation and Protective Covenants for Harbor View Estates Subdivision shall be used in any manner or form for the housing, maintenance, grazing, pasturing, or livery of livestock, including but not limited to horses and cattle.
25. Unplatted area exemptions from general restrictions and covenants. A certain portion of an unplatted part of the Subdivision, lying immediately South of the entryway to Harbor View Estates Subdivision and East of Hull Road, more particularly described on Exhibit "I" attached hereto, shall be and hereby is declared to be subject to the restrictions and

1373777

covenants set forth in Instrument Number 1006232, "Declaration of Reservations and Protective Covenants for Harbor View Estates Subdivision" as to restrictions 1, 3, 4, 9, 10, 12, 13, 14, 17, 18, 19, 20, 21, 22 hereinabove, 23 hereinabove, 24 hereinabove, 25 herein, and 26 hereinafter. The parcel identified on Exhibit "I" attached hereto shall be exempt from restriction 2, 5, 6, 7, 8, 11, 15, and 16 of the original Restrictions and Covenants; provided, however, this parcel "I" shall be subject to the following restrictions:

1. No residence may be constructed upon the premises without the owner thereof complying with all applicable governmental requirements;
2. No sewer shall be provided to the premises, unless obtained from the Kidd Island Bay Sewer District;
3. Any utility building or garage to be constructed upon the premises shall contain not less than 1,200 square feet of ground floor space and shall be completed within six months including landscaping, weather so permitting;
4. The owner(s) of the property described as Exhibit "I" shall, within a reasonable period of time from the commencement of any improvements thereon, provide for the placement of sight obscuring organic or inorganic material to prevent any security breach to the development proper, and maintain the aesthetics of the property and adjacent subdivision hereinabove provided. The purpose of this covenant, which shall survive the recording of this Amendment, in perpetuity, unless otherwise modified pursuant to these covenants, is to maintain the integrity and security of HARBOR VIEW ESTATES SUBDIVISION, with particular reference to access to Harbor View Drive.
5. No inoperable vehicle of any kind or nature will be permitted to be on site upon the premises for a period in excess of sixty (60) days (inoperable vehicles may be stored within enclosed structures);

1373777

6. In the event the owner(s) of Parcel "I" shall desire to obtain access to Harbor View Drive from the premises described as Parcel "I" such access may only be installed if the same meets Worley Highway District's standards for access, line of site restrictions, the same must be paved, and security through said access must be equal to or greater than the security provided by the main gates to HARBOR VIEW ESTATES SUBDIVISION. In the event owner(s) of Parcel "I" desire access to Hull Road, there shall be no access to Harbor View Drive, and in the event owner(s) of Parcel "I" desire access to Harbor View Drive, there shall be no other entrance to the property above referenced, and the perimeter of the property above referenced, as to the westerly side, southerly side, and easterly side, must be appropriately secured in order to prevent access from adjacent property and subsequent access to HARBOR VIEW ESTATES. HARBOR VIEW ESTATES, Inc., the developer, will, upon request by the owner(s) above described, grant an easement to Harbor View Drive, providing the terms and conditions as set forth in this paragraph regarding protection of security and maintaining the integrity of premises are met.
  7. No noxious, illegal, or offensive use of the property shall be carried on upon the property this property, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood;
  8. No trade or business of any description, either commercial or religious, including day schools, nurseries, or church schools shall be allowed, nor shall the property described on Exhibit "I" be used for any other purpose whatsoever except those authorized herein; provided, however, use of any appurtenance erected upon the property may be extended to lot owners within Harbor View Estates Subdivision for storage purposes, but shall not be extended to any other person.
26. That load limits shall be placed upon the private roadways within the Subdivision which load limits shall be equivalent to or greater than those adopted by the Worley Highway District Standards and shall

1373777

be effective from time to time as said standards may be imposed on a seasonal basis by Worley Highway District. The Board of Directors of the HARBOR VIEW ESTATE HOMEOWNERS ASSOCIATION, Inc., may determine what standards shall be adopted and shall provide notice to all owners as well as post notice within the private roadways within the Subdivision. It shall be the responsibility of each individual owner within the Subdivision to inquire as to the nature of limitations and dates of enforcement from time to time. In the event any property owner, his agent, contractor, employee, invitee or guest shall cause damage upon the roadways by the improper use thereof, or exceeding load limits in place, the individual property owner shall bear the responsibility for the repair or the cost of repair of the damage occasioned thereby.

IN WITNESS WHEREOF, HARBOR VIEW ESTATES, Inc., the developer of the subdivision above described has executed this instrument with all due authority pertaining thereto and with the acquiescence of not less than two thirds (2/3) of the members of the HARBOR VIEW ESTATE HOMEOWNERS ASSOCIATION, Inc., as provided in the original covenant/restriction number 19 and declares these amendments to be effective this 1st day of October, 1994.

HARBOR VIEW ESTATES, INC.

BY Sherman M. Farrar  
SHERMAN M. FARRAR  
PRESIDENT

ATTEST:

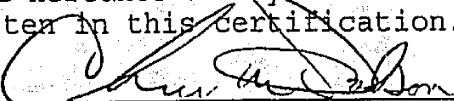
Marilyn Weis  
MARILYN WEIS  
SECRETARY

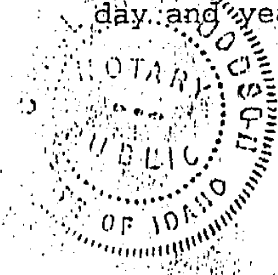
1373777

STATE OF IDAHO )  
 ) ss.  
County of Kootenai)

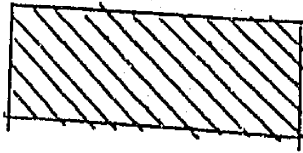
On this 14<sup>th</sup> day of October, 1994, before me the undersigned Notary Public, personally appeared SHERMAN M. FARRAR and MARILYN WEIS, known or identified to me to be the President and Secretary, respectively, of HARBOR VIEW ESTATES, Inc., an Idaho Corporation, and to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same on behalf of said Corporation.

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

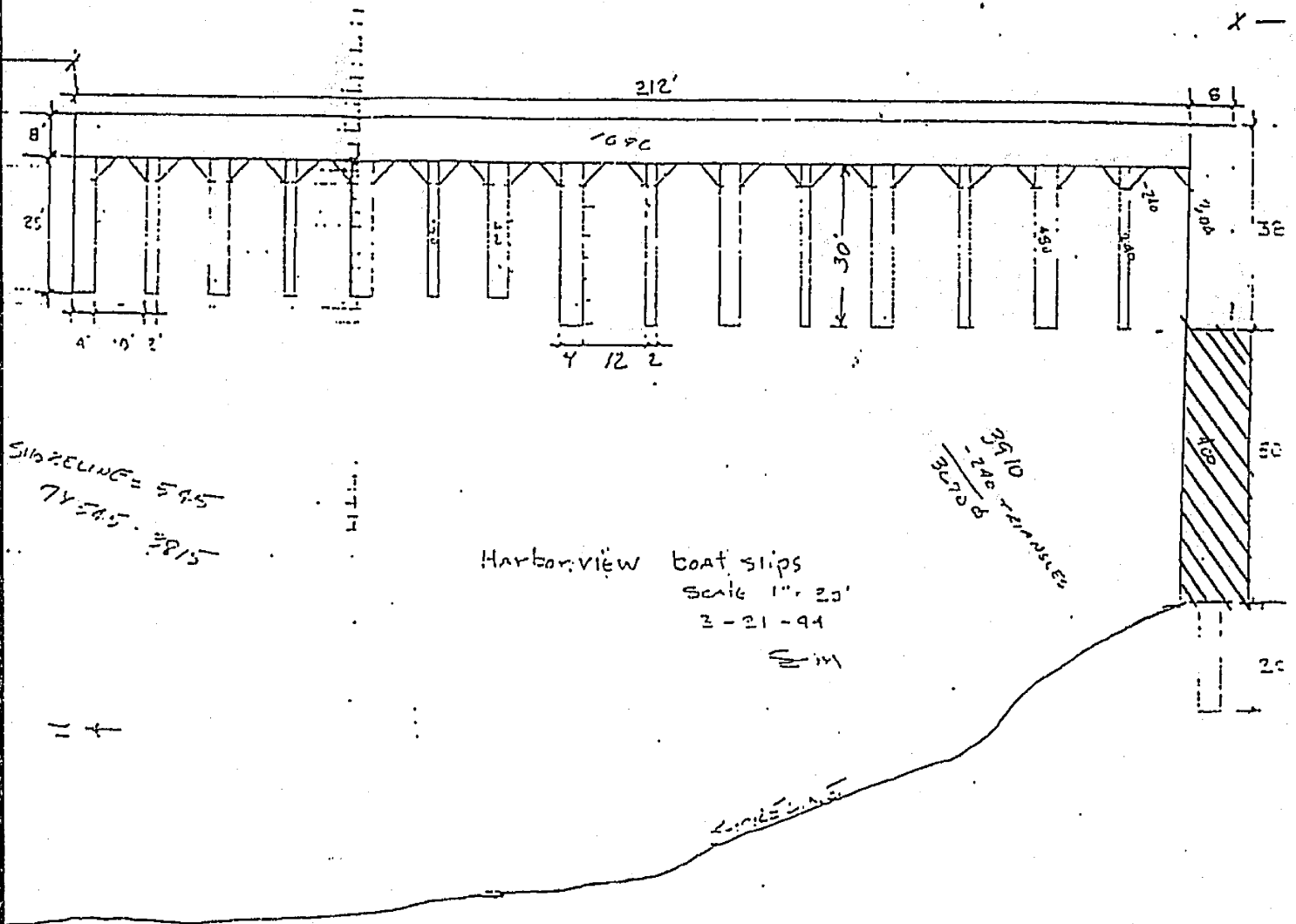
  
\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
RESIDING AT: Post Falls  
MY COMMISSION EXPIRES: 2/26/98



1373777



- Community portion of dock



5102 EUNG = 595  
7Y = 505 - 3815

Harbor view boat slips  
Scale 1" = 20"  
3-21-94

3910  
240 TRANSSES

1373777

A parcel of land being a portion of the North 660 feet of Government Lot 3, Section 1, Township 49 North, Range 4 West Boise Meridian, Kootenai County, Idaho lying Southerly of Harbor View Drive per the Plat of Harbor View Estates recorded in Book F at Pages 152, 152A, and 152B and 152C, Records of Kootenai County and lying Easterly of Hull Road, described as follows to wit:

Beginning at the Southwest corner of utility Lot "S" per said Plat of Harbor View estates, said corner being a 5/8" rebar set by RLS No. 4024 and said corner bears \*South 00°08'20" East 659.82 feet from the South Quarter corner of Section 35, Township 50 North, Range 4 West, Boise Meridian;

thence South 89°30'56" West 613.42 feet to a point on the Easterly right-of-way of Hull Road;

thence along said right-of-way North 23°48'56" East 365.21 feet;

thence leaving said right-of-way North 89°30'56" East 54.86 feet;

thence North 23°48'56" East 52.82 feet;

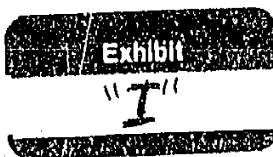
thence North 89°30'56" East 388.83 feet to a point on the West line of said utility Lot "S";

thence along said West line South 00°08'20" East 381.01 feet to the TRUE POINT OF BEGINNING.

EXCEPT the East approximate 83 feet thereof as described as Parcel E of that certain Warranty Deed Recorded as Instrument No. 1130268, Records of Kootenai County, recorded on September 29, 1988 wherein Harbor View Estates, Inc. is Grantor and Kidd Island Bay Lots Sewer District is Grantee.

Consisting of 3.9 acres, more or less.

The bearings as depicted on the above legal description, unless otherwise noted, are based on the Plat of Harbor View Estates and a Record of Survey in Book 4 at Page 29, Records of Kootenai County.



STATE OF IDAHO  
COUNTY OF MOOTWAI } SS  
AT THE RESIDE OF  
Charles Dodson

JAN 4 9 48 AM '95

TOM JAGGART  
Stevens  
DEPUTY  
FEES \$ 15.00

1383422

AMENDMENT TO BY LAWS OF  
HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

By action of the Board of Directors, HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, at a meeting duly called and held, Article I, Section 2, Article 2, Section 1, and Article 2, Section 2, of the By Laws of the Homeowners Association as originally adopted on the 24th of August, 1984, be and hereby is deleted, and substituted therefor is the following:

ARTICLE I

2.1 Membership Certificates shall be issued to the various members of the Homeowners Association which shall include owners of certain properties located outside the exterior boundaries of Harbor View Estates Subdivision when such properties derive benefit from water, sewer, access, or use of common areas. Certificates of Membership shall issue to the various members of the Corporation, which Certificates shall bear an endorsement setting forth the benefits derived by the individual member and limitations upon their participation as a member in the Association, which limitations shall be generally defined in the following categories:

- A. Water
- B. Sewer
- C. Use and benefit of common areas, which includes certain portions of the dock facility
- D. Road and gate upkeep and maintenance, including but not limited to snow plowing.

Provided, however, any fees, costs, or assessments which are imposed by any entity, public or private, as relates to a particular use or benefit as described in Paragraphs A, B, C, and D hereinabove, shall be added to the costs associated with that category (i.e. - fifteen percent (15%) of the dock maintenance fee shall be assessed under paragraph C).

1383422

The Board of Directors shall assess each member of the Corporation an assessment fee on or before the 1st of April of each year which may be adjusted on or before the 1st of November of each year, which assessment shall be based upon the actual costs incurred, together with reasonable estimates of anticipated costs incurred for each of the categories heretofore set forth in subparagraphs A, B, C, and D. The Board of Directors, or their designated officers, shall meet and confer, on or before March 1st of each year and on or before October 1 of each year for the purposes of adjusting assessments on the basis of actual expenditures and projected expenditures.

For the calendar year 1995, assessments shall commence January 15, 1995, and on the 15th day of each month thereafter, the same to be due and payable by the fifth day of the next month. Any assessment not paid by the fifth day of the month following the assessment shall be assessed a late fee of TEN DOLLARS (\$10.00) per month, which shall be added to and become a part of the assessment due and owing. After 1995, the assessment fee is payable monthly on or before the 15th day of the month for each and every month. Any assessment not paid within sixty (60) days of the due date shall, in addition to bearing a late penalty fee, become a lien upon the property, or in the event said property is located outside the exterior boundaries of Harbor View Estates Subdivision and its additions, the service or utility provided may be discontinued after notice to the member who has failed to pay the assessment, which notice shall provide no more than thirty (30) days in which to bring any arrearage current. Any assessment not paid timely in accordance with these By Laws shall bear interest from the due date until paid at the legal rate of interest as established by Idaho Code 28-22-104; provided, further, that any costs incurred by the Harbor View Estates Homeowners Association, including reasonable attorney

1383422

fees, for the purposes of collecting assessments that are in arrears, shall be added to the assessment and thereby become a part of the assessment.

The assessments shall be established, semiannually, by the Board of Directors, and shall be available to all members who so inquire as to the assessment based upon category as heretofore set forth. The Board of Directors may, if they so desire, cause to be published and forwarded to each member a copy of said assessment fee schedule as adopted on a semiannual basis.

- 2.2 In addition to assessments as described in this Article, each member shall be responsible for any damage caused to commons areas, roads, water system, or sewer system as such damage may be caused by the member, their guests or invitees. Assessments for damage shall be made by the Board of Directors at any general or special meeting which damage assessment shall operate as a lien upon the property of the member so assessed.

## ARTICLE II

1. Every person or entity who is the owner of a fee or of the equitable title in a lot in Harbor View Estates Subdivision when purchasing under a contract, or is an owner of property served by water, sewer, or roads of the Subdivision, and who is subject to assessment, either present or future, by the Association, shall be a member of Harbor View Homeowners Association. For the purpose of determining membership, such ownership will be deemed to have vested upon delivery of a duly executed deed or contract to the grantee or vendee, and the legal title retained by a vendor for selling under a contract shall not qualify such vendor for membership. Foreclosure of a contract or repossession for any reason of a lot sold under contract shall terminate the vendee's membership whereupon all rights and obligations to such membership

1383422

shall revert in the vendor. Persons acquiring only a security interest in property within Harbor View Estates shall not be a member of this Association. Persons owning property outside the boundaries but served by roads, water, or sewer within the subdivision may be members if approved by the Directors of this Corporation subsequent to the initial issuance of Membership Certificates.

2. Each Member of the Association shall be entitled to one vote in the Association as relates to the service provided under Article I, Section 2, subsections A, B, C, and D.

ARTICLE III

1. The member's annual meeting shall be held at 7:00 p.m. on the first Tuesday in March of each year at a place to be designated by the Board of Directors, with notice to be provided to the members as otherwise provided by law.

DATED this 27<sup>th</sup> day of December, 1994.

Sherman M. Sarras

Frank Farnan

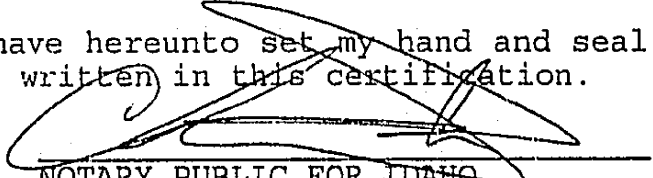
Marilyn Ware

1383422

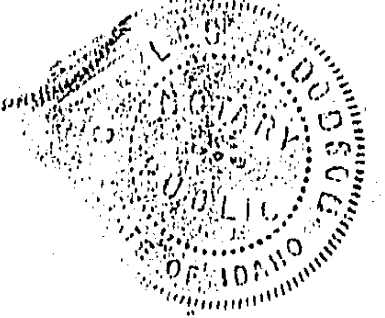
STATE OF IDAHO )  
 ) ss.  
County of Kootenai)

On this 27<sup>th</sup> day of December, 1994, before me the undersigned Notary Public, personally appeared Sheema M Fara, Nash Fara, and Martin Wein, known or identified to me to be the Directors of HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc., an Idaho Corporation, and to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



NOTARY PUBLIC FOR IDAHO  
RESIDING AT: Post Falls  
MY COMMISSION EXPIRES: 2/20/98



1403204

STATE OF IDAHO }  
COUNTY OF KOOTENAI } S:  
AT THE REQUEST OF  
Charles D. Weber

JUN 26 10 07 AM '86

TOULLECART  
Co. Berg  
FEE \$ 15.00 DEPUT

**1995 AMENDMENT TO DECLARATION OF RESERVATIONS  
AND PROTECTIVE COVENANTS FOR  
HARBOR VIEW ESTATES SUBDIVISION**

WHEREAS, HARBOR VIEW ESTATES, Inc., an Idaho Corporation, referred to as "Subdivider" in that certain Declaration of Reservations and Protective Covenants for Harbor View Estates Subdivision dated the 10th day of March, 1985, and recorded the 25th day of March, 1985, as Instrument Number 1006232, and amended by Instrument Number 1006232 recorded on June 24, 1986, and amended by Instrument Number 1006710 recorded on the 18th day of August, 1992, and amended by the 1994 Amendment recorded as Instrument Number 1373777, records of Kootenai County, Idaho, does, by these presents, amend said Declaration of Reservations and Protective Covenants, as now amended and in existence,

NOW, THEREFORE,

The owners of not less than two thirds (2/3) of the lots in HARBOR VIEW ESTATES SUBDIVISION, as to its original subdivision, any replatting of lots, or additions, do hereby declare this Amendment to those certain Declaration of Reservations and Protective Covenants for HARBOR VIEW ESTATES SUBDIVISION as referenced hereinabove.

TO THE PUBLIC:

HARBOR VIEW ESTATES, Inc., an Idaho Corporation, as Subdivider of the Subdivision known as HARBOR VIEW ESTATES and HARBOR VIEW ESTATES PHASE II as referenced in Instrument Numbers recording the Declaration of Reservations and Protective Covenants as amended and hereby referred to hereinabove, does hereby amend Covenant Number 1 by adding thereto the following:

In addition to the covenants contained herein or as set forth on the Declaration of Restrictions and Protective Covenants, the Architectural Control Committee shall be vested with authority to approve or disallow buildings other than the primary residential structure using the following criteria:

1403204

1. The building (non-primary residence) must be architecturally pleasing and compatible with the primary residence. In making this determination, the Architectural Control Committee shall take into consideration:
  - a) That the building shall be of same or similar style;
  - b) That the building shall be of same or compatible exterior and roofing materials (no corrugated metal roofs).
2. In the event the proposed building does not meet the criteria set forth in item 1 above, then it must:
  - a) Be consistent with the objectives of a residential community as set forth in those covenants;
  - b) Be effectively screened to protect the integrity of the adjoining properties and street appearance;
  - c) Not deprecate or depreciate the value of surrounding properties.
3. Prior to the review by the Architectural Control Committee of plans for non-residential structures, the primary residence plans must be first submitted and approved.
4. The primary residence construction must be commenced prior to the commencement of the construction on any other structure. For the purposes of this covenant, a fence shall not be deemed a structure.
5. Approval or denial of the proposed building/structure shall be provided to the applicant, in writing, by the Architectural Control Committee.
  - a) If the applicant disagrees with the decision of the Architectural Control Committee, the applicant may appeal that decision to the Board of Directors and Officers of the Harbor View Estates Homeowners Association, Inc.

1403204

- b) If the Board of Directors and Officers of Harbor View Homeowners Association, Inc., render a decision that is unsatisfactory to the applicant, the applicant may request a review of that decision before the Harbor View Estates Homeowners Association Inc.'s, general meeting next held, and if the majority of the owners present or represented by proxy at said meeting overrule the Board of Directors and Officers of Harbor View Estates Homeowners Association, Inc., the request of the applicant shall be granted. In the event the number of members voting for the applicant's proposal is not a majority of the members present at said meeting, either in person or by proxy, the application shall be deemed denied and the denial final.
6. In the event the Architectural Control Committee grants approval that deviates from the guidelines set forth herein, the Architectural Control Committee must seek the approval of the Board of Directors and Officers of Harbor View Estates Homeowners Association, Inc.
7. The process of appeal as set forth hereinabove in items 5 and 6 shall be available to an applicant who is aggrieved regarding the proposed construction of their primary residence as well as other buildings or structures.

IN WITNESS WHEREOF, HARBOR VIEW ESTATES, Inc., the developer of the subdivision above described, and HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc., an Idaho non-profit Corporation, have executed this instrument with all due authority pertaining thereto and with the acquiescence of not less than two thirds (2/3) of the members of the HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc., as provided in the original covenant/restriction number 19 and declares these amendments to be effective this 21st day of June, 1995.

1403204

HARBOR VIEW ESTATES, INC.

BY Sherman M. Sarraf  
PRESIDENT

ATTEST:

Marilyn Wels  
SECRETARY

HARBOR VIEW ESTATES HOMEOWNERS  
ASSOCIATION, Inc.

BY Michael C Anderson  
PRESIDENT

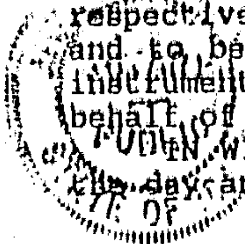
ATTEST:

Marilyn Wels  
SECRETARY

STATE OF IDAHO )  
 ) ss.  
County of Kootenai)

On this 20th day of June, 1995 before me the undersigned Notary Public, personally appeared Sherman M. Sarraf and Marilyn Wels, known or identified to me to be the President and Secretary, respectively, of HARBOR VIEW ESTATES, Inc., an Idaho Corporation, and to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 20th day and year first above written in this certification.



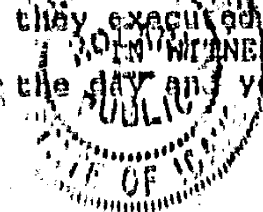
Michael C. Anderson  
NOTARY PUBLIC FOR IDAHO  
RESIDING AT: Post Falls  
MY COMMISSION EXPIRES: 7/27/99

1403204

STATE OF IDAHO )  
 ) ss.  
County of Kootenai)

On this 21st day of June, 1995, before me the undersigned Notary Public, personally appeared Mike Anderson and Marilyn Weis known or identified to me to be the President and Secretary, respectively, of HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc., an Idaho Corporation, and to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same on behalf of said Corporation.

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



Lana M. Cephus  
NOTARY PUBLIC FOR IDAHO  
RESIDING AT: Post Falls  
MY COMMISSION EXPIRES 7/27/99

1432625

STATE OF IDAHO }  
COUNTY OF KOOTENAI } SS  
AT THE REQUEST OF  
*Harbor View Homeowners*

FEB 2 9 50 AM '86

**1995-A AMENDMENT TO DECLARATION OF RESERVATIONS  
AND PROTECTIVE COVENANTS FOR  
HARBOR VIEW ESTATES SUBDIVISION**

DANIEL J. ENGLISH  
*Daniel English*  
DEPUTY  
FEE\$ *900*

WHEREAS, HARBOR VIEW ESTATES, Inc., an Idaho Corporation, referred to as the "Subdivider" in that certain Declaration of Reservations and Protective Covenants for Harbor View Estates Subdivision dated the 24th day of March, 1985, and recorded the 25th day of March, 1985, as Instrument Number 1006232, and amended by Instrument Number 1049182 recorded on June 24, 1986, and amended by Instrument Number 1270710 recorded on the 18th day of August, 1992, and amended by the 1994 Amendment recorded as Instrument Number 1373777, and amended by the 1995 Amendment recorded as Instrument Number 1403204, all in the records of Kootenai County, Idaho, and HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc., an Idaho Corporation, pursuant to notice of a meeting of the membership thereof duly called and provided, and the action taken at said membership meeting, does, by these presents, amend said Declaration of Reservations and Protective Covenants, as now amended and in existence, and as follows:

The owners of not less than two thirds (2/3) of the lots in HARBOR VIEW ESTATES SUBDIVISION, as to its original subdivision, any replatting of lots, or additions, do hereby declare this Amendment to those certain Declaration of Reservations and Protective Covenants for HARBOR VIEW ESTATES SUBDIVISION as referenced hereinabove.

TO THE PUBLIC:

BE IT KNOWN to all men by these presents that the Declaration of Reservations and Protective Covenants of Harbor View Estates Subdivision have been and hereby are amended by deleting Paragraph 22 of the 1994 Amendments and acknowledging that the dock located and described as Exhibit "B" to the 1994 Amendments be and hereby is fully owned by Harbor View Boat Association, Inc., an Idaho Corporation, and that Harbor View Estates Homeowners Association, Inc., disclaims and shall have no interest in said dock except as to the right to assess for water use on said dock and provided further that Harbor View Estates Homeowners Association shall have no further obligation of any kind or nature, except as to the provision of water to the dock

1432625

structure, for any contributions for the maintenance, care, and upkeep of the dock structure.

Article 23 of the 1994 Amendment to Declaration of Reservations and Protective Covenants of Harbor View Estates Subdivision be and hereby is deleted.

IN WITNESS WHEREOF, HARBOR VIEW ESTATES, Inc., the developer of the subdivision above described, and HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc., an Idaho non-profit Corporation, have executed this instrument with all due authority pertaining thereto and with the acquiescence of not less than two thirds (2/3) of the members of the HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc., and declares these amendments to be effective this 17<sup>th</sup> day of October, 1995.

HARBOR VIEW ESTATES, INC.

BY Shuman M. Sarran  
PRESIDENT

ATTEST:

Marilyn Weis  
SECRETARY

HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc.

BY Michael C Anderson  
PRESIDENT

ATTEST:

Marilyn Weis  
SECRETARY

1432625

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 17<sup>th</sup> day of October, 1995 before me the undersigned Notary Public,  
personally appeared Sharon M. Faxon and  
Marilyn Weir, known or identified to me to be the President  
and Secretary, respectively, of HARBOR VIEW ESTATES, Inc., an Idaho Corporation, and to be  
the persons whose names are subscribed to the within instrument and acknowledged to me that they  
executed the same on behalf of said Corporation.

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



NOTARY PUBLIC FOR IDAHO  
RESIDING AT: Port Falls  
MY COMMISSION EXPIRES: 2/20/98

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 16<sup>th</sup> day of October, 1995, before me the undersigned Notary Public,  
personally appeared Mike Anderson  
and Marilyn Weir known or identified to me to be the  
President and Secretary, respectively, of HARBOR VIEW ESTATES HOMEOWNERS  
ASSOCIATION, Inc., an Idaho Corporation, and to be the persons whose names are subscribed to  
the within instrument and acknowledged to me that they executed the same on behalf of said  
Corporation.

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



NOTARY PUBLIC FOR IDAHO  
RESIDING AT: Port Falls  
MY COMMISSION EXPIRES: 2/20/98

1996 AMENDMENT TO DECLARATION OF RESERVATIONS  
AND PROTECTIVE COVENANTS FOR  
HARBOR VIEW ESTATES SUBDIVISION

1470687

WHEREAS, HARBOR VIEW ESTATES, Inc., an Idaho Corporation, referred to as the "Subdivider" in that certain Declaration of Reservations and Protective Covenants for Harbor View Estates Subdivision dated the 24th day of March, 1985, and recorded the 25th day of March, 1985, as Instrument Number 1006232, and amended by Instrument Number 1049182 recorded on June 24, 1986, and amended by Instrument Number 1270710 recorded on the 18th day of August, 1992, and amended by Instrument Number 1373777 recorded on the 14th day of October, 1994, and amended by Instrument Number 1383422 recorded on January 4, 1995, and amended by the 1995 Amendment dated June 26th recorded as Instrument Number 1403204, recorded on Kootenai County, Idaho, does, by these presents, amend said Declaration or Reservations and Protective Covenants, as now amended and in existence,

NOW, THEREFORE,

The owners of not less than two thirds (2/3) of the lots in HARBOR VIEW ESTATES SUBDIVISION, as to its original subdivision, and replatting of lots, or additions, do hereby declare this Amendment to those certain Declaration of Reservations and Protective Covenants for HARBOR VIEW ESTATES SUBDIVISION as referenced hereinafter.

TO THE PUBLIC:

HARBOR VIEW ESTATES, Inc., and Idaho Corporation, as Subdivider of the Subdivision known as HARBOR VIEW ESTATES and HARBOR VIEW ESTATES PHASE II as referenced in Instrument Numbers recording the Declaration of Reservations and Protective Covenants as amended and hereby referred to hereinafter, does hereby amend Covenant Number 1 by replacing the existing text in its entirety with the following:

Compliance with these Reservations and Protective Covenants shall be monitored by an Architectural Review Committee (ARC) appointed by the Board of Directors of Harbor View Estates Homeowners Association. The ARC shall have the power to promulgate ARC Rules/Standards relating to the planning, construction, alteration, modification, removal or destruction of improvements within the property of the subdivision, deemed necessary or desirable by the ARC, subject to the approval of the Board of Directors, to carry out the purposes of this Declaration. All ARC Rules/Standards shall be consistent with the provisions of this Declaration. The ARC Rules/Standards are attached as Exhibit "A" and incorporated herein by reference.

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The ARC shall have the authority and power to amend, modify, clarify, supplement or replace the ARC Rules/Standards from time to time, assuming the aforementioned prior approval by the Board of Directors, and to record the new ARC Rules/Standards as an amendment to the Declarations without compliance with the formal procedures otherwise applying to amendment of the Declarations.

In addition to the above revision to Covenant Number 1, the following Covenants are hereby deleted in their entirety from the Declaration: Numbers 2, 6, 14, 15, 16, and 18.

EXHIBIT "A" FOLLOWS THIS PAGE  
AND APPEARS ON PAGES 3-8

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EXHIBIT "A"

HARBOR VIEW ESTATES

ARCHITECTURAL REVIEW COMMITTEE RULES

ARCHITECTURAL REVIEW COMMITTEE STANDARDS

ARTICLE I

INTRODUCTION AND POLICY

SECTION 1.1. Pursuant to the master CC&R'S for Harbor View Estates, these guidelines are adopted to preserve the unique and prestigious identity of the Subdivision and to provide for the continuity of design, material and other improvements to be constructed in the community.

SECTION 1.2. The Architectural Review Committee (ARC) has been established to encourage design excellence through application of these guidelines to site planning and architecture in an effort to protect property values. Without unduly inhibiting freedom of individual expression, the ARC shall approve those improvements which are compatible with the basic design requirements of Harbor View Estates,

SECTION 1.3. The ARC's evaluation and review will consider size, design, view, effect on other property owners, location with respect to the designated set-back requirements, color and other relevant factors.

ARTICLE II

ARCHITECTURAL REVIEW COMMITTEE AUTHORITY

SECTION 2.1. Each owner as defined in the CC&R's must procure the ARC approval of plans for new construction, site improvements and all modifications thereof, prior to beginning construction.

SECTION 2.2. Construction must begin within three months after plan approval and construction completed within nine months after commencing construction, unless completion is rendered impossible or would result in great financial hardship to the owner due to strikes, fires, national emergencies, natural calamities or other supervening forces of God or nature beyond the reasonable control of the owner or his agents. Failure to act within these time frames shall void any ARC plan approval.

SECTION 2.3. The ARC consists of a minimum of three members. The committee shall be appointed by the Board of Directors and shall be responsible to the Board. A majority vote will be required for design approval. ARC Members signatures must be affixed on all approved plans. Records of approval shall be kept on file with the ARC.

SECTION 2.4. As changes in building materials, methods of construction, design concepts and governmental regulations may occur, the ARC may enact revisions to the form and content of these guidelines and adopt such modifications as it deems appropriate. Homeowner's construction guidelines will be those guidelines in place at the time the Homeowner's plans are approved by the ARC, rather than those guidelines in place at the time the lot is purchased.

SECTION 2.5. The ARC recommends that submittals be made with preliminary plans for preliminary review and evaluation prior to the preparation of the final plans. This procedure will often save the owner expense and delay in the final working plans.

SECTION 2.6. The ARC may grant an owner a variance from any guideline only if a physical condition exists that makes strict compliance a physical impracticability. The owner who applies for such a variance shall offer evidence in support of his application to support an ARC finding that: the variance is appropriate to the location for the building or improvement on the particular lot and the immediate neighborhood; the variance is consistent with the policy set forth throughout these guidelines; and that the variance will not materially adversely affect the character of the neighborhood or any adjacent property owner.

SECTION 2.7. The following requirements apply to and during the construction phase:

- A. Excessive noise, alcohol and drug use on the site is prohibited. Work hours shall be from 6:00 a.m. to 6:00 p.m.
- B. The lot must be kept clear of construction debris and other wastes. A portable chemical toilet is required at the start of construction thru completion of project.
- C. All construction activity shall be contained on the lot for which the building permit is issued. Any common ground, adjacent lots, or roads damaged during construction shall be properly restored to their original condition to the satisfaction of the ARC.
- D. A small job office may be maintained on the site, but temporary living quarters for workmen or the owner will not be permitted. The job office will be removed within 30 days after completion of the permanent building. This removal period also includes portable chemical toilets and trash bins.

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ARTICLE III

RESTRICTIONS

In addition to the Declaration of Restrictions and Protective Covenants, the following restrictions apply to all lots and shall be incorporated into all plans:

SECTION 3.1. Appurtenances.

A. Accessory structures such as doghouses, storage sheds, and similar ancillary or accessory structures may not be constructed prior to the main residence and, if not an integral part of the main building, must be permanent structures screened from view off-lot from any street or any other lot and must be approved by the ARC.

B. Any exterior antennae, reception disc or the like must be approved by the ARC prior to installation.

C. Exterior lights which flood a property and illuminate adjacent properties are prohibited.

SECTION 3.2 Height. Buildings shall not exceed 36' in height above the ground, as measured vertically from the lowest point of exposed foundation to the highest point of roof line.

SECTION 3.3 Size. No residence may have less than 2000 square feet of living area on the main floor, excluding garage, porch patio, basement and ancillary buildings not for primary habitation.

SECTION 3.4 Parking. Each residence and site must provide enclosed garage parking for a minimum of two automobiles.

SECTION 3.5 Setbacks. The following minimum building setbacks (distance from the property line to the nearest part of a structure) shall apply:

No building or any part thereof, including garages and porches, shall be erected on any lot closer than seventy-five (75) feet to the front street line, or closer than fifty (50) feet to either side lot line, or closer than fifty (50) feet to the rear lot line, unless specifically approved in writing by the ARC.

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SECTION 3.6 Fencing. Lots shall never be enclosed or fenced by any structure exceeding six feet in height in the rear and four feet in height in the front. Fencing must be approved by the ARC prior to construction/installation.

SECTION 3.7 Exterior Materials. All exterior materials must be consistent and compatible with the primary material and color of the residence.

SECTION 3.8 Garages and Accessory Buildings. Each inter-related structure shall be consistent with all others with respect to architectural character, style, materials and finishes, and must be approved by the ARC.

A. In the event that the proposed building does not meet the criteria set forth in Section 3.8, then it must:

1. Be consistent with the objectives of a residential community as set forth in these covenants;
2. Be effectively screened to protect the integrity of the adjoining properties and street appearance;
3. Not depreciate the value of surrounding properties.

B. Prior to review by the ARC of plans for non-residential structures, the primary residence plans must be first submitted and approved.

C. The primary residence construction must be commenced prior to the commencement of the construction on any other structure. For the purpose of this covenant, a fence shall not be deemed a structure.

SECTION 3.9 Propane Tanks. All permanent on site propane tanks must be screened from the street and adjoining properties.

SECTION 3.10 Burning. Proper permits are required by the local authority prior to any burning activity.

SECTION 3.11 Yard Ornaments. Recreational equipment, pools, spas, yard ornaments and any permanent structure must have prior ARC approval.

SECTION 3.12 RV's, trailers, farm equipment, boats and similar recreational vehicles must be screened from view of other residents.

SECTION 3.13 Water Meters. Water Meters shall be Badger brand or compatible with Badger and each meter shall have a remote readout device installed on the property, as specified by the ARC.

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ARTICLE IV  
GUIDELINES

The following are adopted as general policies which each owner is encouraged to meet.

SECTION 4.1 Building Siting. Siting and orientation of the building should be as unobtrusive as possible to the neighbors as well as to the community.

SECTION 4.2 Building Character. Garish and unusual architecture and colors or materials in strong contrast to neighboring buildings will not be acceptable. Roofing material are to be wood shingle, composition, or tile or as approved by the ARC, and the pitch shall be no less than 6 and 12.

ARTICLE V  
SUBMITTAL PROCEDURES

SECTION 5.1. The minimum submittal for the ARC approval of an improvement shall be one complete set of the final building plans and specifications, including:

- A. Plot plan showing locations of structure(s) on lot and north arrow.
- B. Exterior elevation drawings of all sides of any structure, including walls. Indicate height of chimney as compared to the ridge of the roof.
- C. Exterior colors and samples of materials. Describe all exterior materials and finishes ( wall, roof, trim, chimney, garage door, etc.)

The ARC may require any additional information reasonably required to determine if the improvement is consistent with these guidelines. All plan changes must meet approval by the ARC.

SECTION 5.2 ARC approval must be based on plans and details that thoroughly and accurately reflect the true design, materials and quality of the proposed buildings or other improvements. Building plans must be prepared by an architect or building designer.

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SECTION 5.3 Approval or denial of the proposed building/structure shall be provided to the applicant, in writing, by the Architectural Review Committee.

A. If the applicant disagrees with the decision of the ARC, the applicant may appeal that decision to the Board of Directors of the Harbor View Estates Homeowners Association, Inc.

B. If the Board of Directors of Harbor View Homeowners Association, Inc., render a decision that is unsatisfactory to the applicant, the applicant may request a review of that decision before the Harbor View Estates Homeowners Association Inc.'s general meeting next held, and if the majority of the owners present or represented by proxy at said meeting overrule the Board of Directors of Harbor View Estates Homeowners Association, Inc., the request of the applicant shall be granted. In the event the number of members voting for the applicant's proposal is not a majority of the members present at said meeting, either in person or by proxy, the application shall be deemed denied and the denial final.

SECTION 5.4 In the event the ARC grants approval that deviates from the guidelines set forth herein, the ARC must obtain the approval of the Board of Directors of Harbor View Estates Homeowners Association, Inc.

SECTION 5.5 The process of appeal as set forth hereinabove in Section 5.3 and 5.4 shall be available to an applicant who is aggrieved regarding the proposed construction of their primary residence as well as other buildings or structures.

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IN WITNESS WHEREOF, HARBOR VIEW ESTATES, Inc., the developer of the Subdivision above described, and HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc., an Idaho non-profit corporation, have executed this instrument with all due authority pertaining thereto and with the acquiescence of not less than two thirds (2/3) of the members of the HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc., as provided in the original covenant/restriction number 19 and declared these amendments to be effective this \_\_\_\_ day of \_\_\_\_\_, 1996.

HARBOR VIEW ESTATES, INC.

BY Sherman M. Sarras  
PRESIDENT

ATTEST:

Marilyn Weis  
SECRETARY

HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

BY \_\_\_\_\_  
PRESIDENT

ATTEST:

\_\_\_\_\_  
SECRETARY

1470687

IN WITNESS WHEREOF, HARBOR VIEW ESTATES, Inc., the developer of the Subdivision above described, and HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc., an Idaho non-profit corporation, have executed this instrument with all due authority pertaining thereto and with the acquiescence of not less than two thirds (2/3) of the members of the HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc., as provided in the original covenant/restriction number 19 and declared these amendments to be effective this 12<sup>th</sup> day of November, 1996.

HARBOR VIEW ESTATES, INC.

BY \_\_\_\_\_  
PRESIDENT

ATTEST:

\_\_\_\_\_  
SECRETARY

HARBOR VIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

BY Michael C. Anderson  
PRESIDENT

ATTEST:  
Kathleen A. Atkin  
SECRETARY



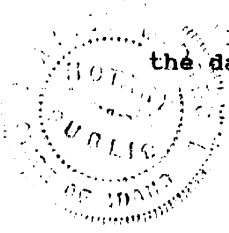
1470687

STATE OF IDAHO )  
 ) ss.  
County of Kootenai)

On this 13<sup>th</sup> day of November, 1996, before me the undersigned Notary Public, personally appeared SHERMAN M. FARRAR, known or identified to me to be the President of HARBOR VIEW ESTATES, Inc. an Idaho Corporation, and to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of said Corporation.

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

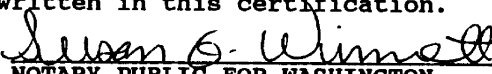
  
NOTARY PUBLIC FOR IDAHO  
RESIDING AT: Post Falls  
MY COMMISSION EXPIRES: 5/30/98

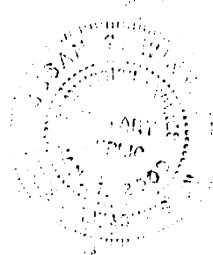


STATE OF WASHINGTON )  
 ) ss.  
County of Walla Walla


On this 18<sup>th</sup> day of November, 1996, before me the undersigned Notary Public, personally appeared MARILYN WEIS, known or identified to me to be the Secretary of HARBOR VIEW ESTATES, Inc. an Idaho Corporation, and to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same on behalf of said Corporation.

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

  
NOTARY PUBLIC FOR WASHINGTON  
STATE OF IDAHO )  
COUNTY OF KOOTENAI )  
AT THE REQUEST OF Michael Anderson )  
RESIDING AT: Walla Walla  
MY COMMISSION EXPIRES: 1-1-2000



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DANIEL J. ENGLISH  
  
DEPUTY 36.00 Page 11  
FEES

1567243



IDAHO DEPARTMENT OF HEALTH AND WELFARE  
DIVISION OF ENVIRONMENTAL QUALITY

2110 Ironwood Parkway, Coeur d'Alene, ID 83814 2648, (208) 769-1422

December 8, 1998

County Recorder  
Kootenai County  
451 Government Way  
Coeur d'Alene, ID 83814

STATE OF IDAHO )  
COUNTY OF KOOTENAI ) SS  
AT THE OFFICE OF )  
*David J. Griffith* )  
Philip E. Ball, Governor )  
DEC 11 4 37 PM '98  
DARRYL ENGLISH )  
FEE\$ \_\_\_\_\_ )  
LITV )  
*nic*

**RE: Notice of Intent to Reimpose Sanitary Restrictions,  
Harbor View Estates, North Cape, and Stevens Point Estates subdivisions**

It is the intention of the Division of Environmental Quality (DEQ) to reimpose sanitary restrictions in accordance with Idaho Code Title 50 Chapter 13 Section 50-1326 (copy enclosed) for the following lots:

- Subdivision: Harbor View Estates
- Block # 1    Lots    1-5, 7-22, 24-26, S, W, 27A, 27B, 28A, 28B, 29A, 29B, 30-35, 37, 39-40, 42-46, 50, 52-54, 57-58, and 60-63.
  - Block # 2    Lots    1-2, 4-7, 8A, 8B, 9A, 9B, 10-17, 23, 25, 27-32, 34-36, 38-41, and 43-47.
  - Phase II Block #1  
                  Lots    1-4 and 6-7.
- North Cape Estates
- Block # 1    Lots    2-5.
  - Block # 2    Lots    3-6.
- Stevens Point Estates
- Block # 1    Lots    3-15, 17, and 18.
- (Note: The sanitary restriction has not been removed from the plat of Stevens Point Estates for Lots 1, 2, and 16 in Block 1 and Lots 1-6 in Block 2.)

Under Idaho Code Section 50-1326, sanitary restrictions shall be reimposed on the plat upon the issuance of a certificate of disapproval after notice to the responsible party ( Harbor View Estates Inc.) and an opportunity for appeal. Section 16.05.03100,01. of the Rules Governing Contested Case Proceedings and Declaratory Rulings allows thirty-five (35) days for an appeal to be filed. If an appeal is made, it needs to be requested to the Administrator of DEQ who will establish an appeal date.

1567243

RE: Notice of Intent to Reimpose Sanitary Restrictions,  
Harbor View Estates, North Cape, and Stevens Point Estates subdivisions

December 8, 1998

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Once reimposed, the sanitary restriction will prohibit the issuance of Kootenai County building permits for any structure that requires water and/or sewage connections. When the water and sewage systems are brought into compliance and the deficiencies eliminated, DEQ intends to release the sanitary restrictions so that building permits for undeveloped lots can once again be issued. Re-imposition of the sanitary restriction will affect construction of new residences on undeveloped lots and will not affect existing residences.

This notice is being filed with the Kootenai County Recorder and provided to all lot owners in the three subdivisions. DEQ is also recommending that Kootenai County postpone issuing building permits for properties outside the three subdivisions listed above which have purchased water and/or sewage connections to the Harbor View Estates systems.

Sincerely,

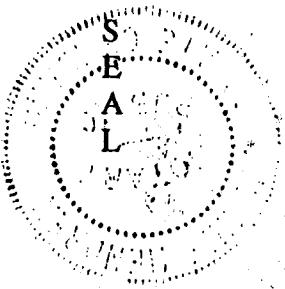
Gary J. Gaffney, P.E

STATE OF IDAHO )

County of Kootenai )

ss.

I, VANNIE HENDRIX, a notary public, do hereby certify that on this 9th day of Dec, 1998, personally appeared before me Gary J. Gaffney, who, being by me first duly sworn, declared that he is the author of the Notice of Intent to Reimpose Sanitary Restrictions, that he signed the foregoing document as a Technical Engineer I of the Division of Environmental Quality, and that the statements contained are true.



Notary Public for Idaho

Residing at Crem d'alent, Idaho

Commission Expires: 7-15-2003