

AMENDED RESTRICTIVE COVENANTS

GOVERNING EMERALD ESTATES

AND ALL ADDITIONS THERETO

I. RECITALS

1. These amended restrictive covenants do hereby revoke and rescind and annul all prior covenants hereinbefore filed relating to the property hereinafter described. These covenants shall constitute the only covenants relating to the hereinafter described property and particularly repeal and revoke those covenants recorded in Book 85 at page 709 and Book 87 at page 375.

2. The undersigned are the owners of EMERALD ESTATES and all additions thereto and are the fee simple owners of lands located in said subdivision in Kootenai County, Idaho, which is located on:

The Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter, Section 12, Township 51 North, Range 4 w.b.m., Kootenai County, State of Idaho

3. The undersigned intend to sell the platted residential lots in said subdivision known as EMERALD ESTATES and all additions thereto and desire to subject each of them to certain uniform protective covenants and restrictions for the benefit of other lots in said plat and their owners, purchasers and other lawful occupants.

4. The uniform protective restrictions and covenants hereby established are intended to preserve and enhance the values and amenities of the community.

5. EMERALD ESTATES WATER ASSOCIATION, INC., is organized as a nonprofit corporation under the laws of the State of Idaho to acquire, hold and maintain in accordance with its By-Laws as from time to time amended a water system.

II. GENERAL PROVISIONS

1. All land in EMERALD ESTATES subdivision and all additions thereto shall be acquired, held and transferred subject to these restrictions and covenants, which are intended to benefit all lots and their respective owners, purchasers and other lawful occupants accordingly. These protective covenants and restrictions shall run with the land and every person who by Deed, Contract or Lease acquires any interest in any of said lots or portions thereof shall be deemed to have made and accepted such Deed, Contract or Lease subject to all the restrictions, conditions and covenants herein stated; and his respective heirs, assigns or successors in interest shall be bound by them to the same extent as the original purchaser or grantee.

2. These protective covenants and restrictions shall be enforceable by law and in equity by any owner, purchaser or other lawful occupant of land in EMERALD ESTATES, and all additions thereto, including the association, against any person who shall violate or attempt or threaten to violate them.

III. WATER SYSTEM

No individual water well shall be permitted in EMERALD ESTATES and all additions thereto, and each water user must be connected to the central water system, which water system shall, unless otherwise voted by the members as provided in the By-Laws of the Association, be under the control of the EMERALD ESTATES WATER ASSOCIATION, INC. Said water system shall be installed and paid for by the undersigned and after completion thereof, the undersigned shall convey the same and the land upon which it is located to the EMERALD ESTATES WATER ASSOCIATION, INC., by Deed and/or Easement which shall thereafter maintain and operate the same, and collect the expenses thereof from the owners of property in the plat as provided for in the Articles of Incorporation and the By-Laws of EMERALD ESTATES WATER ASSOCIATION, INC.

In the event the undersigned, or any one thereof or their assigns or grantees of properties held by them, plats or subdivides other land adjoining or in near proximity to EMERALD ESTATES, and all additions thereto, the undersigned at its option and upon notice to the Association, may make connections to the water system, to supply water to any such additional subdivisions. Upon receipt of such notice, the Association shall cause its Articles of Incorporation and By-Laws to be so amended as to include the additional subdivisions as part of, and owners of lots therein as members

of, the Association, and the Association shall thereafter have the same rights, duties and responsibilities as to the additional subdivision which it has under these covenants and its Articles of Incorporation and By-Laws presently existing. The undersigned shall obtain any necessary water permits from the State of Idaho, and after such notice, and at such time as said Articles and By-Laws are so amended, shall convey said additional water connection system to the Association, including the requirement that owners in said new subdivision shall be members of the Association and shall have all the rights, duties and responsibilities of members of the Association, as though said new subdivision had been a part of the plat of EMERALD ESTATES subdivision, and all additions thereto.

IV. SIGNS AND DEVELOPMENT ACTIVITIES

1. No sign of any kind shall be displayed to the public view in EMERALD ESTATES, and all additions thereto, except the following (a) One sign (of not more than two square feet) for each residential lot, identifying occupants; (b) one sign (of not more than five square feet) advertising a residential lot for sale or rent; (c) signs used by the owner, or its agent, to advertise the property during the sales period; (d) signs used by a builder to advertise the property during construction and sales period. The owner developers reserve the right to display a four foot by eight foot sign at the entrance of said subdivision for advertising the property for sale until such time that 75% of the subdivision is sold out.

2. Nothing in these protective covenants shall prohibit the owner, or its agent, from constructing, maintaining and occupying sales offices in EMERALD ESTATES and all additions thereto, during the sales period. Such sales offices may be moved from lot to lot if the occasion demands.

V. ANIMALS

No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and, provided further, that they must be on a leash when off the premises of the owner.

VI. REFUSE, SEWAGE, RUINS, REMAINS AND USE OF THE PROPERTY

1. No trash, garbage, ashes, refuse, ruins or other remains of any kind, which shall include any vehicle of any type, kind or make which is or has been inoperable for a period of 60 days, shall be thrown, dumped, placed, disposed of or permitted to remain on any land in EMERALD ESTATES, and all

additions thereto, vacant or otherwise. The person or persons in control or possession of any residential lot shall, irrespective of fault, be responsible for the prompt removal thereof of all trash, garbage, ashes, refuse, ruins and other remains. All trash, garbage, ashes and other refuse shall be kept in containers which shall be maintained in a clean and sanitary condition and shall be kept hidden from street view.

2. 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 a nuisance to the neighborhood. No grantee or grantees, under any conveyance or contract of sale, 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 any school, nurseries, or church schools, nor shall said premises be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

3. No sewage disposal system of any kind shall be permitted in EMERALD ESTATES, and all additions thereto, unless it is designed, located, constructed and maintained in accordance with the requirements and standards of the Idaho State Health Department.

VII. EMERALD ESTATES WATER ASSOCIATION, INC.

1. Every conveyance or other transfer of land in EMERALD ESTATES, and all additions thereto, or interest therein, shall be subject to the Articles of Incorporation and By-Laws of the Association as from time to time amended. Every grantee or purchaser of an interest in land in EMERALD ESTATES, and all additions thereto, agrees, by the act of purchasing and accepting the same, for himself, his heirs, assigns and other successors, to be bound by said Articles and By-Laws; faithfully to perform all obligations thereby imposed upon him; and in particular, to pay such general assessments as the Association may levy from time to time in accordance with said By-Laws and for the purposes therein specified.

2. If any person in control or possession of any lot breaches or fails to perform any of the covenants, the Association may cause such breach to be cured or obligations to be performed on his behalf and recover the reasonable cost thereof from the owner or other person in control or possession by means of a special assessment.

VIII. BUILDING AND LANDSCAPING RESTRICTIONS

1. Except as noted otherwise herein only family residences and outbuildings auxiliary thereto (such as garages, woodshed and the like) may be constructed or permitted to remain on the

residential lots in EMERALD ESTATES, or all additions thereto.

2. All lot owners or purchasers shall have access to and the right to connect to all installed utilities.

3. Notwithstanding the above, all structures will comply with zoning, and construction shall conform to Kootenai County regulations and to the specifications of the most recent revisions of the State of Idaho Electrical Code and the Building Codes in force at the commencement of construction.

4. No house shall be build, constructed or erected on said premises containing less than 960 square feet, if a split entry; 1150 square feet if a ranch style, and 1150 square feet if a tri-level. All square footage to be figured on upper or ground floor area only, exclusive of porches, patios and garages.

No building shall be situated on any lot nearer than 25 feet from the front lot line, or nearer than 10 feet from either side lot line, or 25 feet from the rear lot line. For purposes of these covenants, eaves or steps shall not be considered a part of the building. All lots abutting intersections must have sight restriction triangles with 100 foot legs measured at the center lines of side streets. No structure or vegetation of any kind shall be placed in such area which will interfere with said sight. Trees need not be removed provided the foliage line is maintained at sufficient height to prevent obstruction of site lines.

5. No building or other structures on any of the lots shall be located, erected or altered in a manner which shall be detrimental to adjoining or adjacent property owners in said EMERALD ESTATES subdivision, and all additions thereto. No buildings, including fences, shall be erected to in any way block, destroy or adversely obstruct the view of any adjoining lots. In considering the location, plans and specifications of any structure, the proposed builder shall take into account the following factors; (a) quality of workmanship and materials; (b) harmony of external design and finish with the topography and with existing structures; (c) the effect which the proposed structures or alterations will have on other building sites and views therefrom, it being the proposed builder's duty to give the maximum protection to such views which may be reasonable under the circumstances; (d) fences shall not exceed six feet in height across the rear of the lot and forward to the rear of the dwelling and not to exceed 42" on the remaining sides or front of each lot. No barbed wire or electric fences will be allowed, no fence may in any way be constructed or located to adversely obstruct the view of any neighboring lot or to obstruct the view of vehicular traffic on the roadways, and, additionally, must be of such harmony or design and finish as to not adversely affect the adjoining

property owners; (e) no metal buildings over 144 square feet or over 12 feet in height may be maintained thereon.

6. Easements for drainage and utilities shall be within the roadways or other areas as shown on the face of the plat. Additional easement of 7.5 feet along the front and back lot line shall be reserved for utilities.

Within these easements, no structures, plants or other materials may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements which a public authority or utilities company placed thereon.

7. Driveways crossing drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of the waters therein. The owners or other person in control or possession of the driveway shall keep the culvert unobstructed and in good operating condition.

IX. REPAIRS, MAINTENANCE AND CLEANLINESS

The buildings and grounds for each residential lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns shall be mowed at reasonable intervals. Undesirable weeds having a tendency to spread across property lines shall be kept under control. No objects foreign to the EMERALD ESTATES, and all additions thereto, environment (including particularly disabled vehicles, furniture and appliances) shall be permitted to remain out of doors on any residential lot.

X. DURATION OF PROTECTIVE COVENANTS

These protective covenants shall be perpetually binding upon all persons owning lands in EMERALD ESTATES, and all additions thereto, and may be amended by a unanimous vote of the owners of land in EMERALD ESTATES, and all additions thereto, and the approval of the undersigned.

XI. SEVERABILITY

Invalidation by judgment or other court order of any provision, sentence or paragraph contained in these protective covenants shall in no way affect or invalidate any of the other provisions, sentences or paragraphs of these protective covenants, and the remaining portion shall continue in full force and effect.

XII. TEMPORARY STRUCTURES

No tents, trailers, mobile homes or other structures of temporary nature for human habitation shall be allowed. All buildings must be of new construction. All buildings or dwellings must be completed within eight months from the start of construction. No home or residence shall be occupied until finally completed.

XIII. SUBDIVISION AND ZONING ORDINANCES

In addition to compliance with all the restrictions or covenants herein set forth, any person owning lands in EMERALD ESTATES, and all additions thereto, must in all respects comply with all County and State Building, Subdivision and Zoning Ordinances.

XIV. SUBDIVISION

No lot as the same appears on the plat of EMERALD ESTATES, and all additions thereto, may be subdivided so as to constitute two (2) separate parcels.

XV. PARKING

Off street parking will be provided for a minimum of two (2) vehicles for each single family dwelling.

XVI. ENFORCEMENT OF COVENANTS

Any violation of covenants shall be considered to be a nuisance and the Architectural Control Committee or its duly appointed representatives shall have the right upon fifteen (15) days written notice to enter upon the parcel where the violation occurs or appears and abate the nuisance at the expense of the owner or other person in control or possession. The Architectural Control Committee, its duly appointed representative, or any person owning land in EMERALD ESTATES, and all additions thereto, may prosecute a civil action against any person or persons violating or attempting to violate any of these protective covenants to either enjoin or otherwise prevent the violation or attempted violation or recover damages therefore. The Architectural Control Committee or any person bringing such an action shall be entitled upon judgment in their favor to recover from the violator reasonable attorneys fees, court costs and other costs reasonable incurred, which costs shall constitute a lien upon the violator's land in EMERALD ESTATES, and all additions thereto, or interest therein.

XVII. MULTIPLE DWELLINGS

No duplexes or multiple dwellings of any kind may be put upon any lot on this property covered by these covenants and the said property shall be, and any and all lots shall be, limited to single family dwellings only.

XVIII. ARCHITECTURAL CONTROL COMMITTEE

1. 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 Control 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 elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

2. The Architectural Control Committee is composed of:
Mr. Chester J. Hattenburg, Rt. 1 Box 444, Hayden Lake, Idaho
Mr. Grant C. Corey, 1712 Nettleton, Coeur d'Alene, Idaho
Mr. Jack O. Delavan, Bennetts Bay, Coeur d'Alene, Idaho

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.

3. No building, fence wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee composed of three (3) or more representatives appointed by the majority of all lot owners. In the event said Architectural Committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

KNOW ALL MEN BY THESE PRESENTS that the undersigned are the owners of the land embraced herein and have caused these Amended Protective Covenants to be promulgated for the benefit of all owners of lots in the plat to be known as EMERALD ESTATES, and all additions thereto.

EMERALD INVESTORS, INC.

by Grant C. Corey, President

ATTEST

Herbert Nagel, Secretary

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 18th day of April, 1977, before me, the undersigned Notary Public, personally appeared GRANT C. COREY and HERBERT NAGEL known to me to be the persons who are authorized to execute the foregoing instrument for and on behalf of the above named corporation, and acknowledged to me that they executed the same for and on behalf of said corporation.

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

Barbara J McMurray
Notary Public for Idaho
Residing at Coeur d'Alene