

Return to:
Northern Rockies Corporation
P.O. Box 2028
Coeur d'Alene ID 83816

**Declaration and Establishment of Covenants,
Conditions, Restrictions, Reservations,
Road Easements and Road Maintenance Provisions
And Organization of Owners Association
For Properties Known As St. Maries River Ranch (SRR)**

THIS DECLARATION is made this 20th day of April 2000, by Northern Rockies Corporation, an Idaho corporation, dba **Rocky Mountain Ranches**, its heirs, successors and assigns, P.O. Box 2028, Coeur d'Alene, ID 83816-2028, (hereafter the "Declarant").

Declarant is the owner of the following described real property, (sometimes referred to as the "premises"):

Land in portions of Sections 7, 8, & 9 Township 44N Range 1West BM located in Benewah County Idaho and fully described in Exhibit A1, A2, A3, & A4 attached hereto and made a part hereof.

Declarant has established a general plan for the improvement and development and sale of the premises, and declares the covenants, conditions, reservations, easements and restriction upon which and subject to which all parcels shall be improved, sold and conveyed by it as owner. Each and every one of these covenants, conditions, reservations, and restrictions is for the benefit of each owner of land included within the premises, or any mortgage or other interest therein, and shall enure to and pass with each and every parcel within the premises, and shall bind the respective successors in interest of the present owner. These covenants, conditions, reservations, and restrictions and all provisions hereof are each imposed upon such parcels, all of which are to be construed as restrictive covenants running with the title to the parcels and with each and every parcel.

The Premises and Parcels, located therein are, and shall be sold, subject to, all easements in view and of record as of the date of this Declaration. Such parcels and, the premises as a whole, are subject to those certain road rights of way and easements reserved, declared, and placed of record with Benewah County Idaho.

The parcels located within the premises are initially designated as SRR, subsequently to be defined and numbered on Record of Survey, records of Benewah County Idaho.

Declaration - 1

219940
5-9-00

Article I.

Definitions

The following terms shall have the following meanings when used in this Declaration:

1. **SRR :** Shall mean and refer to that certain real property known as St. Maries River Ranch and the premises described and referred to, in this Declaration.
2. **Association:** Association shall mean and refer to the subsequent Owners Association, to be organized subsequent to Declarant's Enforcement expiration date defined in Article II, paragraph 1. herein. The Association shall allow the Owners to act as an organized body that shall have as its duties the governance and enforcement of the Declaration for the benefit of all Owners.
3. **Owner:** Owner shall mean and refer to the record owner of fee simple title to any recorded parcel which is a part of the premises known as SRR, but shall exclude those having such interest merely as security for the performance of an obligation. Owner shall further mean the record owner, whether one or more persons or entities claim an interest in a given parcel, and shall further mean and refer to a singular owner of one or more parcels located within the premises or property as a whole. For purposes hereof, an Owner of Record, whether one or more persons or entities, shall further include and refer to contract purchasers of parcels.
4. **Declarant:** Declarant shall mean and refer to Northern Rockies Corporation, dba Rocky Mountain Ranches, its heirs, successors and assigns.
5. **Parcel:** Parcel shall mean and refer to any plot of land within the described real property, owned and surveyed by the Declarant and known as SRR, and shall further refer to and mean any subsequent subdivision of such real property.
6. **Subsequent Covenants, Conditions & Restrictions:** Subsequent covenants, conditions and restrictions shall include those imposed under any future subdivision subsequent to the date hereof, and shall further refer to any supplement covenants, conditions and/or restrictions approved by the Declarant, or subsequently the Owners Association, which shall be filed for record with Benewah County Idaho.
7. **Subdivision:** Subdivision shall mean and refer to splitting a parcel or the parcel ownership, as originally owned, surveyed and conveyed by the Declarant to Owners by Recorded Warranty Deed.
8. **Road, Utility and Equestrian Easements:** Road and utility and equestrian easements shall refer to and include those certain road easements, and easements for utilities, which consist of easements, rights, and rights of way in view and of record and for certain equestrian easements as defined herein.

Article II.

Enforcement of Declaration

1. **Declarant's Enforcement.** Until 100% of the parcels contained within SRR have been sold, or upon notification otherwise by Declarant, Declarant shall have the sole and exclusive right to enforce and/or amend this Declaration. Each and every Owner purchasing parcels or property from or through the Declarant, or any subsequent Owner, covenants to observe, perform and be bound by this Declaration and this Declaration shall run with the land.

2. **Declaration Enforcement.** The Declarant's right to exclusive enforcement as provided above in Article II, paragraph 1., and subsequently, the Owners Association shall have the right to enforce, by any proceeding in law or equity, any of the covenants or provisions of this Declaration, as now existing or as may hereafter exist, or as may be stated in any subsequent Declaration.

A. Notice of Non-Compliance, executed by the Declarant as subject to said right of exclusive enforcement herein, or subsequently by the duly elected President of the Association, shall be placed of record with the Recorder's Office of Benewah County, requesting an immediate remedy of the non-compliance conditions. A copy of said notice recordation shall be certify mailed to the non-complying Owner. It is understood that non-complying "Owner" shall refer to single or multiple Owners of a parcel. The notice shall preserve the right of the non-complying Owner for a period of six-months from the filing of said notice, to correct the non-compliance. The notice shall preserve the right of the Declarant, or subsequently the Association, to bring action to seek compliance of the said covenants, or to recover damages, together with costs and reasonable attorney fees. Should an Owner continue non-compliance beyond said six months of filing date of the notice, then the Declarant, or subsequently the Association, shall assess a \$10.00 a day non-compliance cost, which cost shall begin retroactively from the date of the notice recordation, and shall continue until non-compliance is remedied. The Owner shall be presented with a statement of said cost, and any such statement not paid when due shall constitute an assessment which may be foreclosed as a mortgage lien against the affected parcel.

Article III.

Association Membership and Voting Rights

1. **Members.** Every Owner, their heirs, successors and assigns, shall be subject to this Declaration, and shall be a member of the subsequently formed Owners Association, regardless of whether any given Owner is entitled to vote as provided for in this Declaration. Membership shall be appurtenant to and may not be separated from any parcel, whether initial or split, located within the premises.

2. **Voting Rights and Voting Members.** The subsequent Owners Association shall have one class of Voting Membership. Owners shall be entitled to one vote per parcel except as qualified below. For voting purposes, and to be a Voting Member, same Owners of record of multiple parcels shall be limited to a single vote, and multiple Owners of record of a single parcel shall be limited to a single vote. When more than one person holds an interest in a given parcel, all such persons shall be members but the vote for such parcel shall be exercised as the multiple Owners may determine between or among themselves with one vote being cast for such parcel owned. When one owner owns multiple parcels, such parcels shall be deemed for voting purposes to be a single parcel, and such owner shall be restricted and limited to a single vote. Initially, as an example, if there are 10 parcels, with a like number of Owners, there shall be 10 votes. Upon any subsequent subdivision approved by Benewah County, the vote shall automatically increase by the number of parcels so created and/or approved.

A. Whenever used herein, the term "Voting Member" shall refer to and mean the Owner permitted to be a voting member under the provisions hereof, or designated as the voting member by multiple Owners of a singular parcel.

Article IV.**Organization of Owners Association**

1. **By-Laws of Owners Unincorporated Association.** A copy of this Declaration, together with said By-Laws form, shall be delivered by the Declarant, to each initial Owner of record. Said initial Owner shall be solely responsible for providing a copy of this Declaration, together with said form, to subsequent Owner, and each subsequent Owner shall be responsible to do the same.
2. **State and Federal registration forms.** A copy of this Declaration, together with sample registration forms, shall be delivered by the Declarant, to each initial Owner of record. Said initial Owner shall be solely responsible for providing a copy of this Declaration, together with said form, to subsequent Owner, and each subsequent Owner shall be responsible to do the same.

Article V.**Amendments to Declaration**

1. **Amendment.** Subject to the rights provided exclusively to Declarant and referred to in Article II Section 1., this Declaration, and any provision contained herein, may be amended only by an instrument signed by the Voting Members of not less than sixty percent (60%) of the recorded parcels and such parcels corresponding Voting Member. Alternatively, an amendment to this Declaration may be evidenced by the signature of the president and secretary of the Association attesting to a vote of not less than sixty percent (60%) of the voting Owners either present or voting by proxy at a special or annual meeting of the Owners. Any amendment to this Declaration or any subsequent Declaration must be filed for record with Benewah County Idaho.

- A. **Prohibited Amendments.** This Declaration, and the provisions contained herein, cannot be amended if the effect of such amendment is to decrease or to reduce the collateral which is held by the vendor under a Real Estate Contract or a beneficiary or mortgagee under a deed of trust or mortgage instrument, unless the proposed amendment is approved in writing by such beneficiary, mortgagee or contract vendor.

Article VI.**Protective Covenants**

1. **Property Appearance.** No uncovered garbage or waste, large landscaping waste piles, junk, inoperable vehicles or abandoned mobile homes, inoperable or abandoned RV trailers, or abandoned structures of any kind, shall be permitted on any parcel.

2. **Building Appearance.** Any building constructed for any purpose whatsoever, shall have the exterior completed within one (1) calendar year from the date of ground breaking. Exterior shall be considered completed only when the building is entirely enclosed, with finished doors, finished windows and finished siding, all installed.

Construction Set Back Minimum. Not applicable at the date of this Declaration.

3. **Driveway Culverts.** All Owners who build driveways to access exiting and/or proposed private easement roads shall be required to install culverts at the approach to the private easement road. Culvert shall be made of a minimum of 12" corrugated metal (CMP), 20' wide and shall be properly placed so as to match the bottom of the private easement road ditch line.

5. **Concerning manufactured homes.**

- A. Manufactured homes, or mobile homes, known as single-wide, are expressly prohibited. Double-wide, or larger, manufactured homes and modular homes shall be in good condition and shall have been manufactured within five (5) years from placement on the property, and shall conform to the County Code as adopted by Benewah County.
- B. Manufactured homes shall be set in a permanent manner, so as to become merged with the real property. All skirting of said homes shall be of a permanent material and shall match in color, the body color of the manufactured home.

6. **Outbuilding Standards.** All outbuildings shall be finished according to Article VI. 2., Building Appearance, criteria as set forth above.

7. **Livestock and Pets.** No animals shall be raised or permitted on any property so as to create a health, noise, or odor hazard or pollution affecting other Owners and shall not be permitted in such a manner as to create in any way whatsoever, a conflict with, Nuisances, as contained herein. No commercial enterprises, including, but not limited to feed lots, kennels, stables and/or meat processing shall be allowed. All animals shall be restricted at all times from trespassing upon or through adjacent properties. This restriction shall most especially address free roaming dogs which shall not be allowed to become a Nuisance. Owners of trespassing animals shall be held accountable, and shall be prosecuted to the full measure of the law.

8. **Mining.** Mining or exploration for minerals is expressly prohibited.

9. **Surface Water.** To protect the natural ecology and environment of any named or unnamed creeks, streams, rivers, ponds, wetlands, or lakes all Owners with frontage are prohibited from creating or maintaining any landscaping requiring herbicide, pesticide, fertilizer or similar chemical substances whether manmade or organic in nature, within 200 lineal feet of the frontage, or as shall be determined by any county, state or federal governing authority that then prevails.

10. **Nuisances.** No noxious, illegal or offensive activities whatsoever shall be carried on in any parcel, or in any part of the property known as SRR as defined herein, nor shall anything be done hereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of their respective parcel (such as, but without limiting the generality of the foregoing, free roaming dogs, unfocused lighting or live or recorded sound of unreasonable intensity or volume).

11. **Commercial Use of Property.**

- A. Initially, any commercial use of property shall be approved by the Declarant, Article II. Paragraph 1.
- B. Subsequent Owners Association approval, Article II. Paragraph 2., of a commercial use, may be concurrent with an appropriate approval of Benewah County, State of Idaho. A commercial use, approved by the subsequent Owners Association, shall not be operated in such a manner as to create in any way whatsoever, a conflict with Nuisances, as contained herein.

12. **Subdivision of A Parcel.** Subdivision of a surveyed parcel as originally owned and sold by Declarant, shall be limited to one division or split, unless otherwise approved by the Declarant, or approved by the subsequent Owners Association, together with concurrent written approval from appropriate and necessary County, State or Federal regulating agencies. Resulting parcels of said subdivision shall be subject to, and shall remain a part of, this Declaration.

A. **Boundary Line Utility Easement.** All subsequent subdivisions of initial parcels shall continue to include a 15' utility easement paralleling all the subject property boundary lines.

B. **Easement and Maintenance.** All subsequent subdivisions of initial parcels shall provide legal access, built and approved by appropriate and necessary regulating agencies of Benewah County, State of Idaho and any appropriate and necessary Federal regulating agencies. Said access shall be subject to, and shall remain a part of, this Declaration.

Article VIII.

Road and Utility Easements: Provisions for Maintenance of Roads And Certain Unrestricted Equestrian Easements

Solely for the purpose of Provisions for Maintenance of Roads, the SRR properties shall be designated as two separate road systems. The North River Road shall service all SRR parcels located north of the St. Maries River and assessment for road maintenance shall be limited to said parcels. The South River Road and the South River Hideaway shall service all SRR parcels located south of the St. Maries River and assessment for road maintenance shall be limited to said parcels.

Description of Road and Utility Easements. The SRR properties and all parcels located therein or as may be hereafter created, are subject to those certain reservation of easements, for both roads and utilities, in view and of record with Benewah County Idaho; and as may hereafter be supplemented and/or amended by Declarant and shall be appurtenant to and run with the Real Property. Any maps attached to the easements or to this Declaration, as recorded or provided Owners, may be for estimated parcel locations only, may not be to any particular scale and may include only an estimated location of proposed roads and shall not be construed to be anything more than an illustration and estimation, except with express written designation by Declarant otherwise.

- A. In the event the Declarant shall hereafter reasonably determine at any time or times, that it is not economically practical to construct and maintain a road suitable for passenger car use over and across any portion of the easements as located in accordance with paragraph 1. above, by reason of excessive grade, inadequate soil conditions, or other natural conditions, then the Declarant in its discretion may, by supplemental Declaration of Easement, relocate such portion or portions of the easements at such alternate location as Declarant may determine is suitable to permit construction and maintenance of such road on any economically practical basis; provided, that such relocated easement shall conform in each case as nearly as practically possible to the easements before said. Said right of relocation shall terminate TEN years from the date of this Declaration.
- B. In addition to the easements set forth in paragraph 1. And 2. above, Declarant hereby declares and reserves the right to make slopes for cuts and fills in the reasonable grading, and the provision for necessary drainage, of all roads constructed over and across the before said easements.

1. **Description of Certain Equestrian Easements.** An equestrian easement shall exist as unrestricted thoroughfares adjacent to all roadways as follows:

- A. Parcels with frontage on county roads shall have a 15' setback from the subject property boundary fronting on the county road. This 15' easement may be as an overlay of the 15'

utility easement, defined herein, and shall not be an addition to the utility easement. Owners shall not fence nor create any obstruction to unrestricted equestrian travel within the easement area.

- B. Parcels with frontage on roadways within the subdivision, other than those maintained by (county), shall fence only to within 40' of the centerline of said roadways. Owners shall not fence nor create any obstruction to unrestricted equestrian travel within the easement area.
- C. Owners shall be responsible for maintaining said easement, on their property, in a reasonable manner so as to control growth of weeds and brush, unless the subsequent Owners Association agrees to accept responsibility for maintenance of the easement.
- D. Public dedication of said equestrian easements shall be solely at the discretion of a vote of sixty percent (60%) of the Owners.

3. **Owner's Use of Easements.** The road and utility easement areas, and the defined equestrian easement areas, may be used by Owners of each parcel for electrical, telephone and other utility services and for defined equestrian travel, to each parcel so long as such use does not interfere with the use of the road for ingress and egress of normal vehicular travel. Use of the easement for utility purposes by an individual Owner shall require return of the road to its prior condition under the supervision of the Association's designated agent. Each Owner shall have the right and privilege of enjoyment and use of the roads and/or easements for the purposes of providing utility and vehicle access to their individual parcels and for the defined use of equestrian travel. Utilities shall include but not necessarily be limited to the following: Telephone, cable, gas, electric and water and other community utility services. Subject to such limitations as may be imposed by the Association, each Owner may delegate such Owner's right of enjoyment in and to the road easements to the members of family, guests, tenants and invitees of the Owner.

- A. **Access For Subject Parcels.** An Owner shall neither restrict nor prohibit in any way the rights of other Owners to utilize existing roads or roads built to benefit any subsequent subdivision for ingress, egress and utilities across the subject parcels or properties. Further, any Owner(s) of multiple parcels shall provide appropriate and necessary recorded access for ingress, egress and utilities upon a sale or resale of any portion of ownership of said multiple parcels. No Owner shall in any way cause a parcel of land to become "landlocked".
- B. **Other Properties.** An Owner shall neither offer, dedicate nor transfer any easement for ingress, egress and utilities, to, or for the benefit of, any properties other than the subject parcels, for any reason whatsoever. Any Owner offer, dedication, or transfer shall not be effective. An easement for ingress, egress and utilities, dedicated or transferred to, or for the benefit of, properties other than subject properties, shall only be as an express written instrument signed by the Declarant, or subsequently, signed by the President of the Owners Association at the direction of sixty percent (60%) of the voting Owners, and recorded in Benewah County Idaho.

4. **Utility Easements.** All parcels shall have a fifteen (15) foot easement paralleling all the property boundaries for each parcel. Such fifteen-foot easement is for the purpose of providing access to and use of utility easements, as well as construction access, with such utilities being defined to include but not necessarily be limited to water, sanitation, storm drains drainage, telephone and electric transmission lines, telephone cables, gas lines and the like, as may be required to service any parcel, as originally surveyed and as may be subsequently subdivided, and to benefit each Owner. Such easements are not and shall not be dedicated to the general public. Said easement may also include the equestrian easement defined herein.

5. Public Dedication.

- A. **Road Dedication.** If and when the County and/or other road municipality or road authority deem it appropriate that they shall accept the private or other road easements servicing the Premises into their respective highway and/or road systems, the Declarant hereby states that the road and/or road system shall transfer to such municipality or authority who shall thereafter be responsible for the further maintenance of same. Declarant specifically reserves the right, subject to the foregoing, to effect such transfer at any time prior to the year 2010. After such date, the Association may enter into such agreements as it deems appropriate upon a vote of the majority of the voting Owners to effect such transfer. Whether such transfer may be accomplished by the Declarant or by the Association, no separate or other instrument will be necessary in the event that the municipality or authority wishes to accept the road through formal acceptance and/or dedication. The terms of this Declaration dealing with road easements upon such transfer shall automatically become null, void and of no further effect. All other terms of this Declaration shall remain in full force and effect. In the event of a transfer of said road easement, any equestrian easement contained within the road easement, shall remain in full force and effect and shall not be terminated by the transfer.
- B. **Utility Easement Dedication.** Declarant, in its sole discretion, may, on or before the year 2010, dedicate or transfer all or any part of the utility easement areas to any municipality, public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by Declarant. After the expiration date, the Association may dedicate or transfer all or any part of such utility easements and utility easement areas upon a majority vote of the voting Owners of the Association. Absent a transfer of the utility easements and easement areas, the terms of this Declaration pertinent to utility easements, shall remain in full force and effect throughout its stated term. In the event of a transfer of said utility easement, any equestrian easement contained within the utility easement, shall remain in full force and effect and shall not be terminated by the transfer.

6. Appointment of Designated Agent With Respect to Road Easements & Maintenance Provisions.

- A. **Initial Designated Agent.** Declarant, doing business as Rocky Mountain Ranches or Its assigns, shall be the Initial Designated Agent for the management, maintenance, operation and repair of the road system.
- B. **Association's Authority to Appoint Designated Agents.** Subsequent to the term during which Declarant shall serve as the Initial Designated Agent, the Association shall have the right to delegate its obligations with respect to road easements and maintenance to a third party agent for the necessary maintenance, operation, repair and management of the road system(s). Voting Members by a sixty percent (60%) vote may designate such third party agent to contract for, and oversee, the maintenance and repairs authorized under this Declaration. An Owner of record may be a Designated Agent for such purposes.
- C. **Personal Liability of Agent.** Declarant, as Agent, and any subsequent third party agents, shall not be personally liable for debts contracted by such agents on behalf of the Association and parcel Owners, unless such agent violates the restriction on account withdrawals provided for herein, without the prior written consent of a majority of the Voting Members of the Association.
- D. **Authority of Designated Agent.** The Associations's Designated Agent, including the Initial Designated Agent, shall have the authority to incur expenses on behalf of the Owners of parcels for the repair and maintenance of the roads as deemed reasonable and

appropriate, and subject to the specific provisions of Article VII, Sections 8 and 9. Expenses incurred for such repair and maintenance shall be paid prorata per parcel.

- E. **Term of Designated Agent.** Designated Agents appointed subsequent to the Initial Designated Agent (Declarant), shall continue in such capacity until such Agent may resign and/or a successor is elected by sixty (60%) of the Voting Members of the Association.

7. **Fees of Designated\Third Party Agent.**

- A. **Fees of Declarant (Initial Designated Agent).** Declarant, as the Initial Designated Agent, shall be entitled to a fee of twenty percent (20%) of the actual costs incurred for road maintenance and repair, which fee shall be an expense to be divided prorata among the Owners of parcels in the same manner as expenses of maintenance are divided among the Owners.
- B. **Fees of Subsequent Designated Agents.** Compensation or fees for Designated Agents subsequent to the term of the Initial Designated Agent (Declarant) shall be determined by a sixty percent (60%) vote of the Voting Members.

8. **Authorized Road Maintenance and Repairs.** The road maintenance and repairs to be performed under the terms of this Declaration shall include but shall not be limited to the following:

Grading\filling of holes

Drainage ditches

Construction and repair of culverts, except culverts for Owner driveways

Snow removal

Roadside weed control as may be required from time to time by Benewah County rules, ordinances and/or regulations.

- A. **Concerning Snow Removal.** The Designated Agent shall cause snow removal to be provided, and the costs of any such snow removal shall be paid equally by Owners of each parcel.
- B. **Concerning Additional Charges.** Any additional repairs or maintenance shall not be undertaken by the Designated Agent except with the written consent of sixty percent (60%) of the Voting Members.

9. **Expenses of Road Maintenance and Repairs.**

- A. **Owner's Responsibility.** Owners of parcels initially benefited by and/or burdened by road easement(s), together with their heirs, successors and assigns, shall share equally on the basis of one share per parcel the cost of repairing and maintaining roads and/or easements described in this Declaration. Owners of multiple parcels shall pay one share per parcel owned. Any subsequent parcel subdivision concurrent with any subsequent recorded road easement necessitating road maintenance and repair, shall cause the owner(s) to be subject to shared responsibility as defined herein.
- B. **Failure to Pay.** Statements and/or billings for repairs and maintenance provided to parcel Owners shall be payable in full within thirty days (30) of the date of billing. Any such statement not paid when due shall constitute an assessment which may be foreclosed as a mortgage lien against the affected parcel. Such lien may be foreclosed by the Association or the Designated Agent in the event the Designated Agent has been the authorized billing agent and incurred the cost for which the Agent seeks reimbursement or payment. All assessments, together with interest thereon, at the maximum interest rate allowable under Idaho state law, together with attorney fees and all other expenses incurred in collection shall be served by such lien.
- C. **Obligations of Association.** The Association shall have the obligation to pay all obligations incurred in connection with the maintenance, operation, repair and management

of the roads serving the Premises and shall render to the parcel Owners not less than an annual accounting of all monies received by the Association on account or paid out, for road maintenance and repairs.

- D. **Owners Statements.** Statements rendered by the association and/or the Designated Agent shall be provided to parcel Owners, and the amounts represented in such statements shall be exclusively for the improvement, repair, maintenance and management of the roads within the premises. As a standard, road improvements and the cost of same shall be those reasonably necessary to maintain the roads in original or better condition. All of such costs shall be on an equal share basis per parcel and statements shall be payable within thirty (30) days from the date of mailing. Maintenance and repair costs billed to parcel Owners shall be prorated on the basis of an equal share per parcel, regardless of residency or non-residency, parcel size, or the number of persons owning a parcel and using the road system. Owners of multiple parcels shall pay one share for each parcel owned.
- E. **Operating Fund Account.** An Operating Fund Account for purpose of depositing payments from parcel Owners shall be established at an area bank. Such account shall be entitled as the Road Maintenance Account of the Owners Association. Parcel Owners shall be requested to make all checks payable under the terms of this Declaration to such account.
- F. **Withdrawals on Account.** Withdrawals from the above designated account in amounts greater than \$300 per item shall require the signature initially solely of the Declarant, and subsequently the Designated Agent, together with such parcel Owner as may be appointed by the Association.

10. **Declarant's Disclaimer.** Declarant, by virtue of this Agreement, neither accepts nor imposes upon itself any financial or physical responsibility for the maintenance and condition of roads, except and as may be limited to those specific responsibilities set forth under the terms of this Declaration and specifically accepted by Declarant by its signature hereon. Financial and other responsibility and liability for the roads shall be borne by the parcel Owners and not by the Declarant.

11. **Rules and Regulations for Road Use and Easements.** Declarant may establish rules and regulations for the use of the roads and/or easements provided for herein. Upon the expiration of the term under which Declarant shall serve as the Initial Designated agent, rules and regulations shall then be accomplished and established by a majority vote of the subsequent Owners' Association.

Article VIII. Term of Declaration

1. **Duration.** This Declaration, and all covenants and provisions contained herein, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any parcel Owner for a period of fifty (50) years from the date of this Declaration, and thereafter shall continue automatically in effect for additional periods of ten (10) years unless otherwise agreed to in writing by seventy-five percent (75%) of the then existing Voting Owners of the Association.

- A. **Prohibition Against Revocation of Road Maintenance Provisions.** Notwithstanding the foregoing, the provisions of this Declaration providing for the repair and maintenance of roads and easements shall not be revoked or terminated for any reason whatsoever without the prior express written approval of the appropriate public road governing agency, Benewah County, Idaho.

Article IX.

General Provisions

1. **Attorney Fees.** In the event it is necessary for the Association, Declarant and/or any Owner to bring any action to enforce or interpret the terms and conditions of this Declaration, the prevailing party shall be entitled to attorney's fees and costs.

2. **Severability.** Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

3. **Governing Law.** This Declaration shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

Northern Rockies Corporation, an Idaho corporation dba
Rocky Mountain Ranches



By: G. Alann Krivor, President

STATE OF IDAHO)

)SS

COUNTY OF KOOTENAI)

On this 27th day of April 2000, before me, a Notary Public in and for said State, personally appeared G. Alann Krivor, known or identified to me to be the PRESIDENT of Northern Rockies Corporation that executed the instrument on behalf of said Corporation and acknowledged to me that such Corporation executed the same.

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



Notary Public/Becky Lynch

Residing at: Post Falls, Idaho

Commission Expires: 08/07/03

219940

RECEIVED

2000 MAY 9 AM 11 29

BEHEWAH COUNTY 6600

KAY SATHER, CLERK

Barbara Ragan - Deputy

So: Northern Rockies Corp.

PO Box 2028

Coeur d'Alene, ID 83816

Return to:
Northern Rockies Corporation
P.O. Box 2018
Coeur d'Alene, ID 83816

220492

RECEIVED

2000 JUN 29 PM 12 13

BENEWAH COUNTY 300

KAY SATHER, CLERK

Barbara Ragan - Deputy
to: J.H.T.C.D.

First Amendment To Certain

DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS, ROAD EASEMENTS
AND ROAD MAINTENANCE PROVISIONS
AND ORGANIZATION OF OWNERS ASSOCIATION
FOR PROPERTIES KNOWN AS St. Maries River Ranch (SRR)

Whereas a DECLARATION OF ESTABLISHMENT making certain real property subject to certain protective covenants, conditions, restrictions & reservations, Northern Rockies Corporation, an Idaho corporation dba Rocky Mountain Ranches, P.O. Box 2028, Coeur d'Alene, Idaho 83864, as Declarant, which document was recorded May 9, 2000 under Auditor's No. 219940, Records of Benewah County Idaho and;

Whereas Article VIII, contained in said Declaration shall be amended, and as the Declarant desires to amend the same pursuant to Article II, Enforcement of Declaration, Paragraph 1., Declarant's Enforcement; Now, therefore,

The Declarant does hereby amend said Declaration to provide that Article VIII, opening paragraph, described therein, shall henceforth be read as follows:

Solely for the purpose of Provisions for Maintenance of roads, the SRR properties shall be designated as THREE separate road systems, with assessment for maintenance limited to the SRR lots serviced by the roads known initially as, The North River Road for lots located north of the St. Maries River, The South River Road and The South River Hideaway for lots located south of the St. Maries River, and for The River Bottom Road for lots located west of the St. Maries River and State Highway 3.

A road for an easement known initially as The River Bottom Road, shall not be constructed by the Declarant, and said road may or may not be constructed by the owners of record. Said road easement shall service SRR lots located west of the St. Maries River and west of State Highway #3, and any assessment for road, or easement, maintenance shall be limited to owners of record of said parcels.

In all other respects and instances, the foregoing instrument shall remain in full force and effect as originally executed and delivered.

Dated this 26th day of June 2000.

Northern Rockies Corporation dba
Rocky Mountain Ranches

By: G. Alann Krivor, President

STATE OF Idaho)
)SS
COUNTY OF Kootenai)

On this 26th day of June 2000 before me, a Notary Public in and for said State, personally appeared G. Alann Krivor, known or identified to me to be the President of Northern Rockies Corporation, the corporation that executed the instrument on behalf of said Corporation and acknowledged to me that such Corporation executed the same.

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

Becky Lynch
Notary Public: Becky Lynch
Residing at: Post Falls, Idaho
Commission Expires: 8-7-03

220492

6-29-2000

m-733

Return to:
Northern Rockies Corporation
P.O. Box 2028
Coeur d'Alene, ID 83816

220492

RECEIVED

2000 JUN 29 PM 12 13

BENEWAH COUNTY 300

KAY SATHER, CLERK

Barbara Kagan - Deputy
To: F.H.T.CO.

First Amendment To Certain

DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS, ROAD EASEMENTS
AND ROAD MAINTENANCE PROVISIONS
AND ORGANIZATION OF OWNERS ASSOCIATION
FOR PROPERTIES KNOWN AS St. Maries River Ranch (SRR)

Whereas a DECLARATION OF ESTABLISHMENT making certain real property subject to certain protective covenants, conditions, restrictions & reservations, Northern Rockies Corporation, an Idaho corporation dba Rocky Mountain Ranches, P.O. Box 2028, Coeur d'Alene, Idaho 83864, as Declarant, which document was recorded May 9, 2000 under Auditor's No. 219940, Records of Benewah County Idaho and;

Whereas Article VIII, contained in said Declaration shall be amended, and as the Declarant desires to amend the same pursuant to Article II, Enforcement of Declaration, Paragraph 1., Declarant's Enforcement; Now, therefore,

The Declarant does hereby amend said Declaration to provide that Article VIII, opening paragraph, described therein, shall henceforth be read as follows:

Solely for the purpose of Provisions for Maintenance of roads, the SRR properties shall be designated as THREE separate road systems, with assessment for maintenance limited to the SRR lots serviced by the roads known initially as, The North River Road for lots located north of the St. Maries River, The South River Road and The South River Hideaway for lots located south of the St. Maries River, and for The River Bottom Road for lots located west of the St. Maries River and State Highway 3.

A road for an easement known initially as The River Bottom Road, shall not be constructed by the Declarant, and said road may or may not be constructed by the owners of record. Said road easement shall service SRR lots located west of the St. Maries River and west of State Highway #3, and any assessment for road, or easement, maintenance shall be limited to owners of record of said parcels.

In all other respects and instances, the foregoing instrument shall remain in full force and effect as originally executed and delivered.

Dated this 26th day of June 2000.


Northern Rockies Corporation dba
Rocky Mountain Ranches


By: G. Alann Krivor, President

STATE OF Idaho)
)SS
COUNTY OF Kootenai)

On this 26th day of June 2000 before me, a Notary Public in and for said State, personally appeared G. Alann Krivor, known or identified to me to be the President of Northern Rockies Corporation, the corporation that executed the instrument on behalf of said Corporation and acknowledged to me that such Corporation executed the same.

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


Notary Public: Becky Lynch
Residing at: Post Falls, Idaho
Commission Expires: 8-7-03