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Recording Requested by:
GIG, LLC
4181 W. Woodhaven Dr.
Coeur d'Alene, ID 83814

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

The undersigned, GIG, LLC, an Idaho limited liability company (hereinafter referred to as the "Declarant"), is the current Owner, in fee, of the real property located in Kootenai County, Idaho, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"). The Declarant hereby adopts the following Covenants, Conditions, Restrictions and Easements (hereinafter referred to as the "Declaration" or "CC&Rs"), which Declaration shall run with the land and shall be binding on the successors-in-interest, purchasers, assigns, heirs and any party having acquired any right, title or interest in or to the Property and any part of the Property (including any subdivisions thereto) until the Declaration is terminated.

This Declaration is intended to regulate the development and use of the Property and any property annexed thereto as permitted hereunder (cumulatively the "Project") for the mutual benefit of future owners and occupants. The Project consists of a residential subdivision and associated Common Area. The Declarant has attempted to draft this Declaration consistent with the ordinances of Kootenai County, Idaho (hereinafter referred to as the "Governing Agency"). Where inconsistent, the most restrictive regulations in this Declaration or the ordinances and regulations of the Governing Agency shall apply. **THIS DOCUMENT DOES NOT AND CANNOT ALTER THE LAW OF THE GOVERNING AGENCY.**

**ARTICLE 1
DEFINITIONS**

Section 1.1. Words Defined. For the purposes of this Declaration and any amendments hereto, the following definitions shall apply:

Section 1.1.1. **"Articles"** shall mean the Articles of Incorporation of the Association and any amendments thereto, which by this reference are incorporated herein.

Section 1.1.2. **"Association"** shall mean GIG HOMEOWNERS ASSOCIATION, INC., the Idaho nonprofit corporation whose Members are the Owners as described in this Declaration.

Section 1.1.3. **"Board"** or **"Board of Directors"** shall mean the Board of Directors of the Association, as elected or appointed in accordance with the Bylaws.

Section 1.1.4. **"Bylaws"** shall mean the Bylaws of the Association, which by this reference are incorporated herein.

Section 1.1.5. **"Common Areas"** shall mean and refer to the Private Road (defined below), the Community Mailboxes (defined below), the Entry Gate (defined below), and any other facilities and/or improvements in the Property or Project that are established for the shared use by the Owners. Common Areas are maintained by and at the expense of the Association.

Section 1.1.6. **"Community Mailboxes"** shall mean the community mailbox structure and associated facilities (if any) located within the Private Road for the purpose of providing mail to the Owners. The Community Mailboxes will be placed at a location determined by the Declarant, with the

approval of the United States Postal Service. All costs associated with construction, maintenance, operation and repair of the Community Mailbox shall be the responsibility of the Association.

Section 1.1.7. **"Declarant"** shall mean GIG, LLC and its representatives, successors and assigns.

Section 1.1.8. **"Declarant's Control Period"** shall mean that period of time wherein the Declarant (or Declarant's Designated Successor(s)) maintains Class "B" Membership in the Association and thereby controls all votes of the Association pertaining to the definition of Private Road in this Declaration, including Exhibits B and C associated therewith, any matters addressed in Article 5 of this Declaration, and the right to amend the Declaration as outlined in Article 15. During the Declarant's Control Period, each Owner (other than the Declarant) will hold Class "A" membership in the Association and be a voting member (along with Declarant) on all other matters, as more specifically outlined in the Articles.

Section 1.1.9. **"Designated Successor"** shall be the Person(s) specifically designated through written agreement with the Declarant to assume all rights, responsibilities and obligations of the Declarant set forth in the CC&Rs.

Section 1.1.10. **"Declaration"** or **"Covenants, Conditions and Restrictions"** or **"CC&Rs"** shall mean this Declaration of Covenants, Conditions, Restrictions and Easements as it may from time to time be amended.

Section 1.1.11. **"Development Documents"** shall mean the Declaration, Articles, and Bylaws, , as lawfully amended from time to time.

Section 1.1.12. **"Entry Gate"** shall mean (if constructed) the gate structure and associated facilities located within the Private Road erected for the purpose of providing a private entrance for the Project. The Entry Gate, if constructed, will be placed at a location determined by the Declarant, with the approval of the Governing Agency (if necessary). All costs associated with the construction, maintenance, operation and repair of the Entry Gate shall be the responsibility of the Association.

Section 1.1.13. **"First Mortgage"** shall mean a recorded Mortgage on a Parcel that has legal priority over all other Mortgages thereon.

Section 1.1.14. **"First Mortgagee"** shall mean the holder of a First Mortgage.

Section 1.1.15. **"Governing Agency"** shall mean Kootenai County, Idaho.

Section 1.1.16. **"Improvement"** shall mean the buildings, roads, driveways, parking areas, fences, sidewalks, swales, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or improvements (whether for habitation, storage, accessory uses, landscaping or otherwise) of every type and kind that are located on or in the Property.

Section 1.1.17. **"Member(s)"** shall mean Owners.

Section 1.1.18. **"Mortgage"** shall mean a recorded mortgage, deed of trust or other security instrument by which a Parcel in the Project is encumbered.

Section 1.1.19. **"Mortgagee"** shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Parcel in the Project created by a Mortgage.

Section 1.1.20. **"Owner"** shall mean the legal Owner of a Parcel in the Project. Where a real estate contract for the sale of a Parcel has been executed, the contract purchaser, and not the contract seller, shall be deemed to be the Owner for the purposes of this Declaration.

Section 1.1.21. **"Parcel"** shall mean a parcel of real property located in the Property and shall also include any future subdivision(s) thereof. At the time of recording this Declaration there are seven (7) Parcels in the Project, consisting of Parcels A through G. Any reference in this Declaration to a particular Parcel shall mean and refer to such lettered Parcel as identified in **Exhibit "A"** attached hereto and incorporated herein by reference and generally depicted on **Exhibit "C"** attached hereto and incorporated herein by reference.

Section 1.1.22. **"Person"** shall mean an individual, corporation, partnership, association, trustee or other legal entity.

Section 1.1.23. **"Private Road"** shall mean and refer to that certain eighty (80) foot wide private road easement for ingress, egress and utilities benefitting Parcels A through G, and any future subdivisions thereof, and also includes the two separate forty (40) foot wide private road easements for ingress, egress and utilities benefitting Parcels B and C, and any subdivisions thereof, and Parcels E and F, and any subdivisions thereof, each as more particularly described in **Exhibit "B"**, attached hereto and incorporated herein by reference, which roadways are cumulatively referred to herein as the "Private Road." The Private Road is generally depicted in **Exhibit "C"** provided that such depiction shall not alter the rights of Declarant to fix the ultimate location of the Private Road as set forth herein. All costs associated with the maintenance, operation and repair of the Private Road shall be the responsibility of the Association; however, the Declarant alone shall be responsible for the initial construction of the Private Road.

Section 1.1.24. **"Project"** shall mean the Property and all related Improvements, together with any future annexed properties.

Section 1.1.25. **"Property"** shall mean the land and Improvements now or hereafter placed on the land described in Exhibit "A," together with any future real estate annexed hereunder in accordance with the terms of this Declaration, which are subject to the terms and conditions of the Development Documents. Exhibit "A" is attached hereto and incorporated herein by reference.

Section 1.2. Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine and neutral pronouns shall be used interchangeably. The above definitions shall apply to words in text whether capitalized or uncapitalized, unless the context of their use makes the definitions clearly not applicable. All other words shall be given their common and simple meaning consistent with the context of their use.

ARTICLE 2

DESCRIPTION OF LAND

The land restricted and protected by this Declaration shall be all real estate and Improvements located on the Property described in Exhibit "A" attached hereto and any land properly annexed hereunder.

ARTICLE 3

DESCRIPTION OF BUILDINGS/LANDSCAPING/CONSTRUCTION

Section 3.1 Permanent Single-Family Residential Structure. Only one permanent residential structure may be constructed in the Project for purposes of habitation (the "Dwelling Unit"). Accessory dwelling unit(s) and structures are permissible provided that such structures meet the requirements of the Governing Agency and otherwise comply with the terms of this Declaration.

3.1.1 Without limiting the foregoing and except as expressly permitted herein, no trailer, recreational vehicle ("RV"), mobile home, manufactured home, boat or other vehicle or temporary structure shall be used or allowed for human habitation on a temporary or permanent basis on any Parcel

or anywhere in the Project at any time. For purposes of clarification, modular homes (which are generally characterized as being constructed in sections (or modules) at a factory and assembled on a permanent foundation and built to local building codes, without the capability of being relocated), tiny homes (which are generally characterized as a residence of approximately 500 square feet or less that while initially mobile are permanently affixed to a foundation), and barndominiums (which are generally characterized as a metal pole barn or barn-like structure used as a residence) are not considered temporary structures and are permitted as a Dwelling Unit in the Project provided that such residences otherwise comply with all applicable laws and rules of the Governing Agency and the State of Idaho, are placed on permanent foundations and are not mobile.

3.1.2. Notwithstanding the foregoing, the following exceptions for temporary habitation of temporary structures apply, provided that such use otherwise complies with any applicable laws/rules of the Governing Agency and the State of Idaho:

3.1.1.1. During the permissible construction period (defined below), a trailer, RV or camper may be used by the Owner (or Owner's guests, tenants and invitees) during the construction of their residence provided that the location of the RV, trailer or camper otherwise complies with the requirements of this Declaration.

3.1.1.2. Guests of an Owner may occupy on a temporary basis, an RV, trailer or camper on any Parcel provided that such use does not exceed forty-five days (consecutive or cumulative days) during any calendar year and provided that the location of the RV, trailer or camper otherwise complies with the requirements of this Declaration.

Section 3.2 Construction Timeframes. All construction of permissible Improvements shall be completed within eighteen (18) months from commencement thereof, except in the event of delay caused by weather conditions. For purposes of this Declaration, completion of construction will occur when all exterior siding, trim, paint and concrete work is finished.

Section 3.3 Owner's Responsibilities During Construction. Every Owner shall perform all construction activities in a good and workmanlike manner, taking the utmost care not to cause damage to any Common Areas or to any other Parcel. Each Owner shall (without need for demand by a damaged party) promptly repair at Owner's sole cost and expense and to the reasonable satisfaction of the damaged party (which is the Association in the case of the Common Areas), any damage that arises from or relates to such Owner's construction activities.

Section 3.4 Utilities. All public and private utility lines shall be located underground.

Section 3.5 Variance. The Board may modify these standards with respect to the plans and specifications for any particular Parcel if the strict application of the standards would create an unreasonable hardship on the Owner or would create a result inconsistent with the appearance or uses of the Parcels in the vicinity.

ARTICLE 4

PROPERTY USE, MAINTENANCE AND RESTRICTIONS

Section 4.1. General Restriction. The Property will be used only for the purposes set forth in this Declaration, as permitted by the ordinances of the Kootenai County, the laws of the State of Idaho and the United States, and as set forth in the Development Documents or any other recorded covenants affecting all or any part of the Property.

Section 4.2. Future Subdivisions of the Parcels. Subject to the approval of the Governing Agency and any other applicable state/local agency with authority, any Parcel in the Property can be further subdivided, provided that no resulting parcel is less than 4.1 acres in size. Parcels may similarly be subject to boundary line adjustments provided that no resulting parcel is less than 4.1 acres in size.

Section 4.3. Use of the Parcels. Each Parcel and all Improvements thereon are intended for residential habitation and associated agricultural uses and activities. Agricultural uses and activities are defined as the growing of crops and the raising of livestock for personal use or resale.

4.3.1. Home Occupations and Cottage Industries, each as defined by the Governing Agency, are permitted provided the applicable standards imposed by the Governing Agency are met.

Section 4.4. Storage of Recreational Vehicles and Equipment. No trailers, motor homes, boats, campers, camper shells, machinery, equipment, motorized vehicles or recreational vehicles of any kind, may be parked, stored or in any manner kept or placed on any portion of the Property except in an enclosed garage, outbuilding or behind a sight-obscuring fence or landscaping. The Board may modify these standards provided that the Board does not find the same to constitute a nuisance or to be unsightly.

Section 4.5. Automobile Repair, Abandoned, Inoperable or Oversized Vehicles. No abandoned, unlicensed, unregistered, or inoperable vehicles of any kind will be stored or parked on any portion of the Property unless stored/parked in an enclosed garage/shed/outbuilding completely sheltered from the view of any other neighboring Parcel and any Common Area. An 'abandoned or inoperable vehicle' is defined as any vehicle that has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this does not include vehicles parked by Owners while on vacation.

Section 4.6. Dumping Restrictions. All Owners shall promptly remove and properly dispose of outside the Property all trash, garbage, construction debris and other refuse material from their Parcel. No hazardous chemicals, materials or waste, including motor oil, antifreeze, paint, solvents or fuels may be dumped on any Parcels within the Project.

Section 4.7. Herbicides and Insecticides. Excluding Parcel A (and any subdivisions therein) which Parcel A is exempt from the prohibitions in this Subsection 4.7, it is prohibited to use herbicides and insecticides (such as RoundUp or generic alternatives) anywhere in the Project. Nontoxic or organically certified substances are permitted. A list of approved chemicals will be maintained by the Board and Owners may submit new chemicals for consideration and potential approval by the Board, which decisions shall be made in the Board's sole and absolute discretion.

Section 4.8. Firearms, Explosives and Other Weapons. The discharge and/or use of firearms, weapons and explosives is prohibited in the Common Areas. An Owner may use a firearm, weapon or explosive on such Owner's Parcel provided that all state/federal and local laws are followed and provided that such activities are conducted in a safe, responsible, courteous and conscientious manner so as to avoid harm and disruption to any other person and/or property. Under no circumstances may a discharge of any kind (whether from a firearm, explosive, bow and arrow, crossbow, slingshot or any other form of dischargeable weapon) come to rest on the Parcel of another Owner. Any Owner using a firearm, weapon or explosive within the Project shall be solely liable for any and all resulting damage and/or injury caused thereby or in any way related to such activity.

4.8.1. Firearms may not be discharged by guests of an Owner without the Owner being present.

4.8.2. Firearms may not be discharged by anyone under the age of twenty-one (21) without the supervision of at least one (1) person who is twenty-five (25) years or older, except in cases of emergency.

Section 4.9. Fireworks. Due to extreme fire danger, no fireworks of any kind may be used except when fire danger is considered "low," and in such circumstance, only non-aerial fireworks are permissible provided such usage occurs solely only on noncombustible surfaces. All fire risk level determinations shall be made by the applicable fire protection agency (currently Kootenai County Fire and Rescue). With respect to any firework activity that is permitted herein, such activity must otherwise comply with all applicable laws and be conducted in a safe, responsible, courteous and conscientious manner so as to avoid harm to any other person and/or property.

Any Owner using fireworks within the Project shall be solely liable for any and all resulting damage and/or injury caused thereby or in any way related to such activity.

4.9.1. Notwithstanding the foregoing, there are no fireworks restrictions for New Years (defined to be the timeframe between December 30th through January 2nd of each new year) provided that the fire danger is considered "low," such usage otherwise complies with all applicable laws and is conducted in a safe, responsible, courteous and conscientious manner so as to avoid harm to any other person and/or property.

Section 4.10. Fire Safety. Owners may install locking gates at the entrance of their personal driveways provided that such gating system is located entirely within the Owner's Parcel boundaries and equipped with a Knox Box or similar emergency access override system such that each Parcel is always accessible for emergency fire response purposes. Any common driveways that may exist within the Project may also be equipped with a locked gate provided that all Parcel Owners benefitting from such common driveway agree in writing to the installation of such gated entry system, that the same is not located on any Common Area or on any Parcel not benefitted by the common driveway and provided that the gated entry system otherwise complies with the requirements of this section. All driveways shall meet the applicable standards of the Governing Agency and the fire agency having jurisdiction over the Project. All Dwelling Units in the Project shall have approved addresses, building numbers, or approved building identification placed in a position that is plainly legible and visible from the road fronting the Parcel. Labeling must meet the requirements of 2003 International Fire Code, Section 505, Paragraph 505 (as amended).

Section 4.11. Fire-Risk Maintenance. Each Owner shall maintain such Owner's Parcel and all Improvements thereon in good repair and in such a fashion as not to create a fire hazard.

Section 4.12. Burning. No burning of trash, rubbish, plastics, painted or treated wood, or hazardous chemicals is permitted anywhere in the Project. Burning of untreated wood, leaves, grass clippings and other organic debris is permitted within the Project provided that the same complies with the laws of the Governing Agency, the applicable fire protection agency and any other applicable law. With respect to any burning activity that is permitted herein, such activity must be conducted in a safe, responsible, courteous and conscientious manner so as to avoid harm to any other person and/or property. Any Owner conducting burning activities within the Project shall be solely liable for any and all resulting damage and/or injury caused thereby or in any way related to such activity.

Section 4.13. Rules for Animal Control. Owners with pets and/or livestock shall ensure that such animals remain within their Parcel boundaries at all times and do not create a nuisance. Owner shall be solely liable for any and all resulting damage and/or injury caused by or in any way related to such Owner's pets and/or livestock.

Section 4.14. Yards/Exterior Maintenance. Owners shall keep their Parcels free from objects and debris that in any manner detract from the overall aesthetics of the Project, as determined by the Board in its sole discretion. Areas within a Parcel landscaped with grass will be mowed regularly in all seasons (except when snow is present). The exterior appearance of all Improvements shall be kept in a clean, neat and orderly condition and maintained in good repair at all times at the Owner's sole cost and expense.

Section 4.15. Snow Removal. Snow clearance and/or removal in the Common Areas shall be the responsibility of the Association. Owners shall be responsible for clearance and removal of all snow located within their Parcels, including any sidewalk area located adjacent thereto. With respect to snow removal, Owners shall not clear or remove snow from their Parcels onto any other Parcels or Common Areas within the Property.

Section 4.16. Association Landscape Maintenance. Landscape maintenance for all Common Areas (including but not limited to mowing of grass, weeding and removal of debris) is the responsibility of the Association.

Section 4.17. Compliance with Laws. Each Owner will comply with the provisions of all applicable laws, regulations, ordinances, rules and orders of all governmental agencies, quasi-governmental agencies and any other agency with authority, with respect to all or any portion of the Project.

Section 4.18. Nuisance. No obnoxious or offensive activity will be carried on or allowed to exist within the Project, nor will anything be done or permitted which would constitute a public nuisance. No noise or other nuisance will be permitted to exist or operate upon the Project so as to be offensive or detrimental to any other part of the Property or its occupants. Every violation of the Development Documents is deemed a nuisance.

4.18.1. Farming Activities. Notwithstanding the foregoing, farming activities are not considered a nuisance per se and are permissible provided that the Owners conduct such activities in a responsible and conscientious manner, ensuring that no odors, lights, noise or other activities are or become a nuisance to such Owner(s)' neighbors or any other person in the Property.

4.18.2. Unmuffled Vehicles. Unmuffled vehicles are prohibited in the Project. Operation of the same in the Project shall be deemed a nuisance and a violation of this Declaration.

Section 4.19. Renting and Leasing. The Owner of any Parcel will have the right to rent or lease their entire Parcel, their Dwelling Unit or an accessory dwelling unit located on their Parcel, subject to the condition that all lease or rental agreements are in writing and meet the following requirements:

4.19.1. Tenants shall be made aware of the requirements of the Development Documents and all leases/rental agreements shall be made expressly subject to the same and incorporated by reference therein. Any failure of a Tenant to comply with the Development Documents will constitute a default under the lease/rental agreement and the Owner hereby grants to the Board and its agents the authority (but not the duty) to evict the tenant on the Owner's behalf for such default upon only such minimal notice as is required by law. Should the Board bring an action to terminate the lease/rental agreement, the Owner shall be jointly and severally liable with the tenant for all attorney fees and court costs incurred by the Board. If any lease/rental agreement does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the agreement and binding upon the Owner and the tenant by reason of the provisions being stated in these Development Documents.

4.19.2. Any lease or rental of a Parcel for a term of less than thirty (30) days shall only be permissible if the Owner, or a member of the Owner's immediate family who is over the age of eighteen (18), physically resides within the Project each and every night during the term of such short-term lease/rental.

4.19.3. The Owner of any Parcel made subject to a lease shall be liable for any violation by a tenant (or tenant's guests) of the Development Documents and any cost, liability or damage caused by tenant or incurred by the Association as a result of such violation, which costs and damages will also be assessed against the Owner and the Parcel.

4.19.4. Upon request, the Board shall be provided with a copy of each and every lease within the Project.

Section 4.20. Transmission Towers. No cellular, telephone, radio or other broadcast or transmission tower may be placed, constructed, used or operated in the Project. Exceptions may be granted by the Board for small non-cellular towers.

ARTICLE 5

MAINTENANCE OF THE PRIVATE ROAD/LIMITS ON EASEMENTS

Section 5.1. Ingress/Egress/Utility Easement.

5.1.1. Parcel A, Parcel B, Parcel C, Parcel D, Parcel E, and Parcel F (and any subdivisions, reconfigurations and/or boundary line adjustments thereof) (each as a Servient Estate), each hereby grant to Parcel A, Parcel B, Parcel C, Parcel D, Parcel E, Parcel F and Parcel G (and any subdivisions, reconfigurations and/or boundary line adjustments thereof) (each as a Dominant Estate), reciprocal, appurtenant, non-exclusive easements for ingress/egress, and utilities over, upon, across and through those portions of the eighty (80) foot wide Private Road traversing Parcel A, Parcel B, Parcel C, Parcel D, Parcel E, and Parcel F, as more particularly described in Exhibit B.

5.1.2. Parcel B and Parcel C (and any subdivisions, reconfigurations and/or boundary line adjustments thereof) (each as a Servient Estate) each hereby grant to Parcel B and Parcel C (and any subdivisions, reconfigurations and/or boundary line adjustments thereof) (each as a Dominant Estate), reciprocal, appurtenant, non-exclusive easements for ingress/egress, and utilities over, upon, across and through those portions of the forty (40) foot wide Private Road traversing Parcel B and Parcel C, as more particularly described in Exhibit B.

5.1.3. Parcel F (and any subdivisions, reconfigurations and/or boundary line adjustments thereof) (each as a Servient Estate) hereby grants to Parcel E and Parcel F (and any subdivisions, reconfigurations and/or boundary line adjustments thereof) (each as a Dominant Estate), an appurtenant, non-exclusive easement for ingress/egress, and utilities over, upon, across and through those portions of the forty (40) foot wide Private Road traversing Parcel F, as more particularly described in Exhibit B.

Section 5.2. Purposes of Easements: The purposes of the easements granted herein are for utilities (including water, sewer/effluent lines, cable, internet, power and any other public or private utility service) and residential ingress and egress (including both pedestrian and vehicular). The rights and privileges associated with these easements also includes the right to maintain, restructure, repair, and/or improve the Private Road and/or the utilities located therein.

5.2.1. The Community Mailboxes and Entry Gate will be located within the scope of the Private Road and exist for the benefit of the Owners, subject to the restrictions herein.

Section 5.3. Association Vested with Control of the Private Road. Each Owner hereby irrevocably covenants and conveys to the Association all of such Owner's rights, powers, interests and authority with respect to the Private Road to the Association, as if such land had been conveyed to the Association in fee, it being understood and agreed that the Association alone shall exercise and hold all rights, powers, interests and authority with respect to the Private Road. Acceptance of a deed for a Parcel in the Project will constitute the appointment of the Association as such Owner's lawful attorney-in-fact in such Owner's name, place and stead for all matters dealing with the Private Road. As attorney-in-fact, the Association will have full and complete authorization, right, and power to make, execute and deliver any contract, assignment, deed, waiver, easement, license, privilege and/or any other interest with respect to the interest of the Owner that may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact with respect to the Private Road.

5.3.1. Without limiting the foregoing:

5.3.1.1. During the Declarant's Control Period, only the Declarant shall have the power and authority to grant additional easements, licenses, privileges and/or use rights with respect to the Private Road.

5.3.1.2. After the Declarant's Control Period has ended, only the Association (through its Board) shall have the power and authority to grant additional easements, licenses, privileges and/or use rights with respect to the Private Road and may do so without independent approval by the Owners, provided that such decision must be approved in advance by not less than 2/3 of the Parcels according to the voting structure outlined in the Bylaws.

5.3.1.3. No Owner or Parcel shall have the power or authority to grant or convey any rights or privileges with respect to the Private Road.

Section 5.4. Reservation of Right to Fix Final Location of Private Road. At the time of record this Declaration, the construction of the Private Road has yet to commence. Accordingly, Declarant hereby reserves the absolute right to relocate the Private Road and to modify the scope of the Private Road easements granted herein (including the width, scope and terms of use) as determined by Declarant, in its sole and absolute discretion, or as required by the Governing Agency and/or any other agency with jurisdiction.

Section 5.5. Maintenance of the Private Road. The Private Road is part of the Common Areas, and will be maintained, operated and repaired at all times by the Association. Such activities may include (without limitation) plowing, cleaning, clearing, repairing and maintaining the Private Road and performing any other upkeep, maintenance, repair and/or improvements to the Private Road necessary or appropriate for the Owners' full use and enjoyment of the Private Road, including without limitation, ingress to and egress from the Parcels. All costs incurred by the Association with respect to the same shall be part of the Assessments to be charged by the Association.

Section 5.6. Restrictions on Use. The Owners, their tenants, licensees and invitees, shall keep the Private Road free and clear of all obstructions and shall do no act nor make no omission that would otherwise impede any Owner's full use and enjoyment of the Private Road. Without limiting the foregoing, the Owners shall ensure snow storage is done in a manner so as not to impede any Owner's rights of ingress to and egress from their Parcel and no Owner (or tenants, licensees or invitees of any Owner) shall park any vehicle within the Private Road.

Section 5.7. Damage. No Owner, including any tenant, licensee and/or invitee of such Owner, may damage or destroy any portion of the Private Road. If any Owner, including any tenant, licensee and/or invitee of such Owner, damages any part of the Private Road, such Owner shall be solely responsible for all repairs to return the Private Road to its previous condition and shall do so in the most prompt and workmanlike manner to the satisfaction of the Association. With respect to any such damage, if the damaging Owner does not make the required repairs within 30 days of such damage having occurred, the Association may proceed with such repairs directly and assess all costs incurred against the violating Owner.

Section 5.8. Prohibition of Additional Easements. No Owner shall have the power or authority to grant any easement, license or privilege of or for ingress or egress on or through such Owner's Parcel to any other property that is not located within the Project unless such grant is approved in advance by not less than 2/3 of the Parcels according to the voting structure outlined in the Bylaws.

ARTICLE 6

SERVICE OF PROCESS

The registered agent of the Association is designated to receive service of process. The Board shall designate the registered agent and office in the Articles, and the Board may specify a different agent and/or office for such purpose by filing proper documents with the Idaho Secretary of State.

ARTICLE 7

ASSOCIATION OF OWNERS

Section 7.1. Form of Association. The Association shall be a nonprofit corporation formed under the laws of the State of Idaho.

Section 7.2. Articles and Bylaws. The Articles and Bylaws of the Association shall bind all Owners and are by this reference an integral part of this Declaration. Copies of both documents shall be available by request from the Board. The Articles and Bylaws may be amended in accordance with the terms of each and the laws of the State of Idaho.

Section 7.3. Qualification for Membership Voting Right. Each Owner of a Parcel (including the Declarant) shall be a Member of the Association. Ownership of a Parcel shall be the sole qualification for membership in the Association. The voting rights of the membership are specified in the Articles and Bylaws of the Association.

Section 7.4. Pledged Votes. If an Owner is in default under a First Mortgage on a Parcel for ninety (90) consecutive days or more, the First Mortgagee shall automatically be authorized to declare at any time thereafter that said Owner has pledged his or her vote on all issues to the First Mortgagee during the continuance of the default. If the Board has been notified by a First Mortgagee of any such pledge, only the vote of the First Mortgagee will be recognized on the issues that are subject to the pledge.

Section 7.5. Owner's Right and Obligation to Maintain and Repair. Except for those portions of the Project which the Association may be required to maintain and repair, each Owner shall, at Owner's sole cost and expense, maintain and repair such Owner's Parcel and all Improvements thereon in accordance with the standards set forth in the Development Documents in order to promote and maintain the value of the Parcels.

Section 7.6. Association's Obligation to Maintain and Repair Common Areas. The Association has the responsibility to maintain, operate and repair all Common Areas. Initial constructions costs associated with the Community Mailboxes and Entry Gate shall be borne by the Association, through the payment of Assessments by the Owners as more particularly set forth in the Articles and Bylaws. Initial construction costs associated with the Private Road shall be borne by the Declarant.

Section 7.7. Damage to the Common Areas by Owners. Owners shall be solely responsible for promptly repairing, to the satisfaction of the Association, any damage caused by any Owner (or their tenants, licensees and invitees) to the Common Areas. With respect to any such damage, if the damaging Owner does not make the required repairs within 30 days of such damage having occurred, the Association may proceed with such repairs directly and assess all costs incurred against the violating Owner.

Section 7.8 Disciplinary Measures. In addition to any rights or remedies set forth elsewhere in this Declaration, any Owner's failure to comply with any term of the Development Documents may result in disciplinary action with respect to such Owner's status as a member of the Association, including (without limitation) suspension of voting rights, loss of use of the Common Areas, imposition of fines and other appropriate disciplinary measures as determined by the Board.

ARTICLE 8

NOTICES

All notices to Members given under the provisions of this Declaration, the Articles, or Bylaws of the Association shall be in writing and shall be delivered personally, by mail or electronically. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of delivery of regular mail after the notice has been deposited in the United States mail, first class, postage prepaid, addressed to the person(s) entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by giving notice in writing to the Board. Notices to the Board shall be given to the Declarant until the termination of the Declarant's Control Period and thereafter shall be given to the President or Secretary of the Association. If delivery is in person, conspicuously leaving a notice at the Owner's door shall be sufficient, so long as the Owner is known to occupy the Dwelling Unit. Electronic delivery is effective upon sending of the notice provided that the member has provided an electronic mailing address for official record purposes of the Association.

ARTICLE 9

BUDGET AND ASSESSMENTS

Section 8.1. Assessments. Assessments may be assessed by the Association and will become a lien against Parcels in accordance with the Articles and Bylaws, as amended from time to time. The sums required by the

Association for expenses as reflected by the annual budget and any supplemental budgets shall be paid annually, unless another timeframe is specified in the Bylaws. The various types of assessments are set forth in detail in the Bylaws. Any Parcel owned by Declarant will not be subject to assessments during the Declarant's Control Period.

8.1.1. Fines and Discipline for Violations. The Board is authorized and empowered to impose fines against Owners for any violation of the Development Documents in amounts to be set by the Board in accordance with the procedures set forth in the Bylaws. Fines are a form of assessment and grant the Association all powers associated therewith, including without limitation the right to lien the Parcel for non-payment of the same.

8.1.2. Initial Assessment. The initial Regular Assessment will be Five Hundred Dollars (\$500.00) per year, which amount may be amended according to the Bylaws.

Section 8.2. Proceeds Belong to Association. All assessments and other receipts received by the Association pursuant to the provisions hereof shall belong to the Association.

Section 8.3. Goods and Services. The Board shall acquire and pay for, as common expenses of the Association, all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Association. The goods and services shall include, but not be limited to, utility services for the Common Areas; policies of insurance and fidelity bonds; legal and accounting services; maintenance, repair, improving, landscaping, gardening and general upkeep of the Common Areas (except where the Owners have such responsibility under the provisions of the Development Documents); all supplies, materials, fixtures and equipment that are in the Board's judgment necessary or desirable for the operation of the Association and enjoyment of it by the Owners; all costs incurred for the enforcement of the Development Documents; and any other cost incurred by the Association that are in the Board's judgment necessary or desirable for the operation of the Association. The Board may hire as many full-time or part-time employees as it considers necessary to effectively operate the Association.

ARTICLE 9

COVENANT FOR ASSESSMENTS / COLLECTION OF ASSESSMENTS

Section 9.1. Covenant to Pay and Personal Obligation for Assessments. Each Owner, by accepting a deed for a Parcel, is deemed to covenant to pay any assessments (whether regular, special, emergency or correction) imposed by the Board. Each such assessment, together with any fines, penalties, interest, costs and fees (including reasonable attorney fees) associated therewith, shall be the personal and individual obligation of the Owner(s) of such Parcel as of the time the assessment becomes due and shall also be a lien against the Parcel and Dwelling Unit against which it is assessed and shall be a continuing lien thereon until satisfied in full. In the case of two or more Owners of a Parcel, each will be jointly and severally liable for such obligations. The personal obligation of the Owner(s) shall not pass to his successor in title unless expressly assumed by them, but the lien against the Parcel shall be a continuing lien against the Parcel (despite any transfer of ownership) until it is fully satisfied or a lawful foreclosure of the same has occurred. No Owner may exempt himself from liability for any assessment by abandonment of the Parcel or by waiver of the use and/or enjoyment of the Common Areas. Suit to recover a money judgment for unpaid assessments and related charges may be maintained without foreclosing or waiving the assessment lien provided for in this Declaration.

Section 9.2. Late Charges/Penalties/Fines and Interest on Delinquent Assessments. The Board, in accordance with the Bylaws, may impose late charges, penalties, fines, and interest on any delinquent assessments.

Section 9.3. Elimination of Service for Nonpayment. In case of nonpayment or delinquency in the payment of assessments or other fees imposed by the Board, the Board may, in accordance with the procedures set forth in the Bylaws, eliminate any service of the Association related to that Parcel. No recommencement of services shall occur until such delinquent assessments, fees and a recommencement fee, as may be established by resolution of the Board, have been paid to the Association. Elimination of service shall in no way preempt or prohibit any other

enforcement rights of the Board.

Section 9.4. Failure to Assess. Any failure by the Board or the Association to adopt an annual budget and assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the annual assessment amount established for the preceding year shall continue until a new assessment is established.

Section 9.5. Recording of Lien. If any installment of any assessment is not paid within thirty (30) days after its due date, a Notice of Assessment may be provided to such Owner specifying (1) the fact that the installment is delinquent, (2) the action required to cure the default, which action shall include paying all installments coming due during the period allowed to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to Owner, by which such default must be cured, (4) that failure to cure the default on or before the date specified in the notice will result in acceleration of the balance of the installments of the assessment for the then current fiscal year, recording of a lien and sale of the Parcel, and (5) the legal description of the Parcel. If the delinquent installments of assessments and any charges thereon are not paid in full on or before the date specified in the notice, without further demand, a lien may be recorded and an action may be brought to enforce any remedies available under this Declaration or under Idaho law, including without limitation an action against the Owner personally obligated to pay the same and/or an action to foreclose the lien against the Parcel.

Section 9.6. Foreclosure Sale. Any foreclosure sale permitted by this Declaration may be conducted in accordance with the provisions of the laws of the State of Idaho for judicially foreclosing Mortgages.

Section 9.7. Cumulative Remedies. The assessment liens and the rights to foreclosure and sale shall be in addition to and not in substitution for all other rights and remedies which may exist hereunder or as may be available under applicable law, including a suit to recover a money judgment of unpaid assessments, as above provided.

ARTICLE 10

FAILURE TO INSIST ON STRICT PERFORMANCE; NO WAIVER

The failure of any interested party in any instance to insist upon strict compliance with the Development Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition or restriction. The receipt by the Board of payment of an assessment from an Owner, with knowledge of a breach by the Owner, shall not be deemed a waiver of said breach. No waiver of any requirement shall be effective unless expressed in writing and signed by the party waiving such requirement.

ARTICLE 11

ENFORCEMENT OF COVENANTS

This Declaration and the Development Documents are binding upon all Owners and occupants of the Property and Project. The Declarant (during the Period of Declarant Control), the Association, and any Owner shall have the right to enforce, by any proceeding at law or in equity (including an action for injunctive relief), all restrictions, conditions, covenants, reservations, liens, fines and charges now or hereafter imposed by the Development Documents, and in such action shall be entitled to recover costs and reasonable attorney fees as are ordered by the Court. Failure of any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 12

LIMITATION OF LIABILITY

Section 12.1. General Limitation. So long as a Board member, Association committee member, Association officer and/or the Declarant (including any of its agents) has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such Person; provided, however, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board.

Section 12.2. Specific Limitation Related to Personal Liability of Certain Persons. Each Owner, in addition to the other limitations contained herein and not to the exclusion of any other limitation, agrees that no member of the Board or any committee of the Association, or any officer, agent or employee of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any representative or employee of the Association, or any other committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE 13 **EFFECTIVE DATE**

This Declaration shall take effect upon recording.

ARTICLE 14 **ASSIGNMENT BY DECLARANT**

Section 14.1. Declarant's Right to Assign. The Declarant reserves the right to assign, transfer, sell, lease or rent all or a portion of the Property then owned by the Declarant and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

Section 14.2. Effect of Declarant's Assignment. Any and all of the rights, powers and reservations of the Declarant herein contained may be assigned to any Person, which will assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such Person evidencing their intent in writing to accept such assignment and assume such duties, such Person shall, to the extent of such assignment, have the same rights and duties as are given to and assumed by the Declarant herein. In the event of such assignment, the Declarant shall be released from any liability from the date of assignment forward.

Section 14.3. Termination of Responsibility. In the event that the Declarant shall convey all of the Declarant's rights, powers and reservations in and to the Project to any Person who assumes such rights, powers and reservations, then and in such event, the Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such Person shall be obligated to perform all such duties and obligations hereunder. Nothing herein shall create an assumption of duties by means of a conveyance of land owned by Declarant within the Project where the Grantee does not expressly assume the rights and obligations of Declarant in this Declaration.

ARTICLE 15 **DURATION AND AMENDMENT**

Section 15.1. Duration of Protective Covenants. This Declaration shall continue and remain in full force and effect for a term of thirty (30) years from the effective date, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded, meeting the requirements of an amendment set forth below. To terminate the Declaration, written consent of the Governing Agency must be obtained. Owners, by purchase of Parcels, acknowledge their desire to protect the Property through the continuation of this Declaration.

Section 15.2. Amendments to Declaration. The definition of "Private Road" (including Exhibits B and C associated therewith), and Article 5 of this Declaration may be amended at any time by the Declarant during the Declarant's Control Period without further consent or approval by the Owners. A proposed amendment as to any other provision during the Declarant's Control Period and any proposed amendment after the expiration of the Declarant's Control Period, will require the affirmative approval of such amendment by not less than two-thirds (2/3) vote of the Members entitled to vote on such matter. Such amendment will be effective upon recording in the land records in Kootenai County, Idaho and can be signed by the requisite number of Owners approving such amendment or acknowledged by the President of the Association certifying that the requisite number of Members voted in favor of such amendment.

ARTICLE 16

DECLARANT'S SPECIAL PROVISIONS

Section 16.1. Limitation of Restriction. The Declarant is undertaking the work of developing the Project. In connection with the development of the Project, the Declarant intends to construct the Private Road either directly or through contractors selected by the Declarant. The completion of the work and the sale, rental and other disposal of Parcels is essential to the establishment and welfare of the Project as a thriving residential development. In order that said work may be completed as rapidly as possible, nothing in this Declaration shall be understood or construed to:

16.1.1. Prevent the Declarant, its contractors or subcontractors from doing whatever is reasonably necessary or advisable on the Project or any Parcel in connection with the completion of the Project;

16.1.2. Prevent the Declarant or its representatives from erecting, constructing and/or maintaining on any part or parts of the Project, such structures as may be reasonable and necessary for conducting its business of completing said work, establishing said Project as a community and disposing of Parcels by sale, lease or otherwise;

16.1.3. Prevent the Declarant from conducting on any part or parts of the Project its business of completing the work, establishing a plan of ownership and disposing of said Parcels by sale, lease or otherwise; or

16.1.4. Prevent the Declarant from maintaining such sign or signs on any of the Project as may be necessary for the sale, lease or disposition thereof.

So long as the Declarant owns one or more of the Parcels established and described in this Declaration and except as otherwise specifically provided herein, the Declarant shall be subject to the provisions of this Declaration. However, nothing in this Declaration shall be construed to require the Declarant to fulfill all of the requirements of this Declaration on the Declarant's Parcel or Parcels, where said Parcel or Parcels are without buildings and/or are being held for sale or lease. If the Declarant develops and constructs a building on a Parcel for the Declarant's own use rather than for lease or sale, then the Parcel will become subject to all provisions of this Declaration.

Section 16.2. Non-Warranty of Compliance and Enforcement. The Declarant does not, by the execution of this Declaration or by its continuing participation directly or indirectly in or on the Board, warrant or guarantee enforcement and/or the binding effect of this Declaration nor does the Declarant warrant that all of the Owners' uses of the Property are in compliance with this Declaration. Each purchaser of and/or Designated Successor to the Property does hereby agree to accept all responsibility individually for enforcement of the terms of the Development Documents and to release the Declarant from any liability that might result from not enforcing the Development Documents, including structures and uses that might not conform to the terms of the Development Documents.

Section 16.3. Release and Indemnification of Declarant. The Declarant has created Common Areas for the

use of the Owners to be managed by the Association consistent with the Declarant's transfer of the Declarant's interest in the Common Areas. The Association agrees to hold the Declarant harmless from any liability related to the Common Areas. Furthermore, the Association agrees to indemnify the Declarant from any and all loss and costs related to the Common Areas.

ARTICLE 17

ADDITIONS TO PROJECT

Section 17.1. Annexation of Phases of Project. Additional property may be annexed into the Project and become subject to this Declaration by either of the following methods:

17.1.1. Unilateral Annexation. The Declarant may annex any real estate adjacent to the Property. Such annexed property shall become a part of the Project, subject to the terms of the Development Documents, and subject to the jurisdiction of the Association, without the consent of the Association, so long as:

17.1.1.1. Any annexation pursuant to this subsection is made within five (5) years from the date of recordation of this Declaration; and

17.1.1.2 A Declaration of Annexation is recorded prior to any sales to a member of the general public of any Parcel in the area to be annexed. The Declaration of Annexation shall include the legal description of the property to be annexed, shall incorporate this Declaration by reference and may contain such additions and/or modifications to this Declaration as may be necessary to reflect the different character, if any, of the annexed property.

17.1.2. Annexation by Approval. After the Declarant Control Period, the Members may annex property into the Project with an affirmative vote of two-thirds (2/3) of the Members and the written consent of the owner of property outside of the Project who desires to add it to the scheme of the terms of the Development Documents and to subject it to the jurisdiction of the Association; provided that a written Declaration of Annexation must be recorded in the land records of Kootenai County, Idaho containing a legal description of the property to be annexed and the consent to bind the same to the Development Documents.

ARTICLE 18

EASEMENTS

Section 18.1. Easement Specifically Reserved by Declarant. The Declarant reserves an access easement over, upon, across, under and through the Common Areas, and facilities of the Project for the purpose of completing any Improvements, exhibiting and preparing Parcels for sale and for the purpose of developing any contiguous land owned by the Declarant.

Section 18.2. Power of Association to Grant Easements. Without limiting the rights granted elsewhere in the Declaration, the Declarant expressly grants for the benefit of the Association exclusive easements for the operation, maintenance, replacement and repair of those Common Areas not owned in fee by the Association, and all facilities thereon, consistent with its intended purposes. The Association shall have the right to grant easements over, upon, across, under or through any portion of the Common Areas, and each Owner hereby irrevocably appoints the Association as attorney-in- fact for such purpose.

ARTICLE 29

MISCELLANEOUS PROVISIONS

Section 19.1. Constructive Notice and Acceptance. Upon recording of this Declaration, every Person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property

has conclusively consented and agreed to every covenant, condition, restriction and easement contained in the Development Documents. This conclusive acceptance shall occur regardless of whether or not any reference to the Development Documents is contained in the instrument by which such person acquired an interest in the Property.

Section 19.2. Agreement or Conveyance in Violation of Declaration. Any deed, lease, agreement, conveyance, contract or other instrument or action in violation of the terms of the Development Documents shall be void and may be set aside by the Declarant or the Association.

Section 19.3. Captions. The captions of this Declaration are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe its scope and intent.

Section 19.4. Entire Covenant. The Development Documents are the entirety of the covenants, conditions, restrictions and easements affecting the Project. There are no other verbal or other agreements or matters that vary the terms of the Development Documents. The Development Documents shall not be altered except as specified in the Development Documents and in accordance with Idaho law.

19.4.1. Without limiting the foregoing, Declarant recognizes that it previously recorded certain easements as more particularly described in those certain *Quit Claim Deeds* naming GIG as the Grantor/Grantee and recorded in the land records of Kootenai County, Idaho as Instrument Numbers 2928433000 (defining Parcel A), 2928434000 as amended by 2934742000 (defining Parcel B), 2928435000 (defining Parcel C), 2928436000 (defining Parcel D), 2928437000 as amended by 2934743000 (defining Parcel E), 2928438000 (defining Parcel F), and 2928439000 (defining Parcel G) (cumulatively the "*Quit Claim Deeds*"). Declarant, as the sole owner of the Property and the Grantor/Grantee of the *Quitclaim Deeds*, hereby terminates, abandons and relinquishes any easements created or purported to be created by the Quit Claim Deeds desiring to create only those easements created in this Declaration.

Section 19.5. Interpretation. The Development Documents shall be interpreted in accordance with Idaho law and shall be strictly interpreted to enforce the purpose of the Declaration, but all ambiguities shall be interpreted in favor of the Declarant and the Association. Definitions found in this document shall guide all interpretations. Any court or jurisdiction that should be called upon to interpret the Development Documents shall give weight to the Board's interpretations of the same terms and conditions in order to encourage consistency within the Project.

Section 19.6. Conflict Among Development Documents. If there is any conflict among or between the Development Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given (in order of priority) to any recorded Declaration of Annexation, Articles of Incorporation, and lastly, to the Bylaws.

Section 19.7. Venue/Attorney Fees. Venue of any dispute over the terms of this Declaration shall be in Kootenai County, Idaho. If a dispute arises regarding the interpretation or enforcement of this Declaration, and such dispute is the subject of a legal proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

Section 19.8. Binding Effect/Run with the Land. The limitations, encumbrances, covenants, conditions, restrictions and easements created herein are binding on the Owners, their heirs, representatives, successors and assigns, and shall run with the Parcels (including any subdivision thereof) and the Property described in Exhibit A attached hereto.

Section 19.9. Severability. The provisions of this Agreement shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision.

19.9.1. Without limiting the generality of the foregoing, to the extent that any Court with jurisdiction could invalidate the easements granted in this Agreement, such grants shall be treated as clear

and unequivocal private dedications for the scope, purposes and benefits described herein, which dedications shall be deemed accepted by every person who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property, regardless of whether this Agreement is expressly referenced in the instrument by which such person acquired an interest in the Property.

Section 19.10. Incorporation of Recitals. The recitals set forth in this Agreement are hereby incorporated herein by reference as if fully set forth in the binding terms hereof.

Section 19.11. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Idaho.

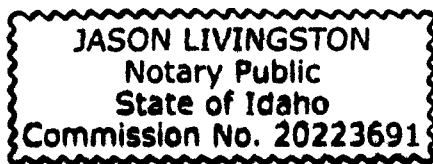
Dated this 22 day of August, 2023.

"Declarant"
GIG, LLC, an Idaho limited liability company

Richard C Moller Member
Richard Moller, Member

STATE OF IDAHO)
) ss.
County of Kootenai)

This record was acknowledged before me on August 22, 2023, by Richard Moller, Member of GIG, LLC, an Idaho limited liability company.



[Signature]
NOTARY PUBLIC for the State of Idaho
Residing at 1322 Appleway CDA Id
Commission Expires 8/9/28

EXHIBIT "A"
Legal Description of Parcels A-G

LEGAL DESCRIPTION PARCEL A (ES1)

THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, MONUMENTED BY A 2 1/2" BRASS CAP PLS 996; THENCE SOUTH 89°18'42" EAST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 819.31 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF RIVERVIEW DRIVE, MONUMENTED BY A 5/8" REBAR AND CAP PLS 4565, AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 89°18'42" EAST 1054.58 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 47°18'35" EAST 302.96 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 00°45'14" EAST 1108.11 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 9 MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; THENCE NORTH 89°14'46" WEST, ALONG LAST SAID NORTH LINE, 592.63 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND CAP PLS 4565;
THENCE SOUTH 02°16'34" WEST 960.12 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND IMPALED YELLOW PLASTIC CAP;
THENCE SOUTH 47°18'46" WEST 403.56 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND CAP PLS 4565;
THENCE NORTH 89°18'18" WEST 356.49 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF RIVERVIEW DRIVE MONUMENTED BY A 5/8" REBAR AND CAP PLS 4565;
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF SOUTH 05°41'12" WEST, A CHORD DISTANCE OF 80.30 FEET, THROUGH A CENTRAL ANGLE OF 31°03'10", A DISTANCE OF 81.30 FEET, TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 20.000 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PARCEL B (BLA1)

THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, AND OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, MONUMENTED BY A 2 1/2" BRASS CAP PLS 996; THENCE SOUTH 89°18'42" EAST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1873.89 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 47°18'35" EAST 302.96 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 00°45'14" EAST 445.26 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;

THENCE SOUTH 89°43'11" EAST 329.27 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE SOUTH 00°45'14" WEST 655.68 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 9 MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 89°18'42" WEST, ALONG LAST SAID SOUTH LINE, 295.80 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE SOUTH 01°12'24" WEST 205.01 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 89°18'42" WEST 253.42 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 01°12'24" EAST 205.01 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 6.665 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PARCEL C (ES2)

THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, MONUMENTED BY A 2 1/2" BRASS CAP PLS 996; THENCE SOUTH 89°18'42" EAST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1873.89 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; THENCE NORTH 47°18'35" EAST 302.96 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; THENCE NORTH 00°45'14" EAST 445.26 FEET MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637 AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°43'11" EAST 329.27 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE SOUTH 00°45'14" WEST 655.68 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 9 MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE SOUTH 89°18'42" EAST 256.61 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9 MONUMENTED BY A 2" IRON PIPE;
THENCE NORTH 47°18'35" EAST 109.52 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 00°45'14" EAST 582.85 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637, WHICH BEARS SOUTH 89°43'11" EAST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°43'11" EAST 540.07 FEET TO A POINT;
THENCE NORTH 03°09'22" EAST 85.18 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 48°09'22" EAST 154.29 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 03°09'22" EAST 467.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 9, SAID POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 89°33'13" WEST, ALONG LAST SAID NORTH LINE, 695.90 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 9, MONUMENTED BY A 2" ALUMINUM CAP PLS 3245;
THENCE CONTINUING ALONG LAST SAID NORTH LINE, NORTH 89°14'46" WEST 646.29 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637, WHICH BEARS NORTH 00°46'06" EAST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00°45'14" WEST 662.85 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 24.733 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PARCEL D (BLA2)

THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, AND OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, MONUMENTED BY A 2 1/2" BRASS CAP PLS 996; THENCE SOUTH 89°18'42" EAST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1873.89 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; THENCE NORTH 47°18'35" EAST 302.58 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; THENCE NORTH 00°46'06" EAST 445.26 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; HEREIN DESIGNATED AS POINT 'A'; THENCE SOUTH 00°46'06" WEST 445.26 FEET TO A POINT; THENCE SOUTH 47°18'35" WEST 302.58 FEET TO A POINT; THENCE SOUTH 89°18'42" EAST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 805.83 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED BY A 2 1/2" IRON PIPE AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 47°18'35" EAST 109.52 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 00°45'14" EAST 582.85 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; WHICH BEARS SOUTH 89°43'11" EAST FROM SAID POINT 'A';
THENCE SOUTH 89°43'11" EAST 540.07 FEET TO A POINT;
THENCE SOUTH 03°09'22" WEST 77.14 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE SOUTH 41°50'38" EAST 106.07 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE SOUTH 03°09'22" WEST 500.49 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 9 MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 89°53'03" WEST, ALONG LAST SAID SOUTH LINE, 131.86 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 8962, BEING THE NORTHWEST CORNER OF LOT 2, BLOCK 1 OF THE PLAT OF BOKWELL HILLS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'J' OF PLATS, PAGE 357, RECORDS OF KOOTENAI COUNTY, IDAHO;
THENCE SOUTH 08°01'27" WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 168.07 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 89°53'00" WEST 512.29 TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637, ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16;
THENCE NORTH 00°08'45" EAST, ALONG LAST SAID WEST LINE, 166.16 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 10.932 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PARCEL E (ES3)

THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, MONUMENTED BY A 2 1/2" BRASS CAP PLS 996; THENCE SOUTH 89°18'42" EAST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 2679.72 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED BY A 2" IRON PIPE; THENCE NORTH 47°18'35" EAST 109.52 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; THENCE NORTH 00°45'14" EAST 582.85 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; THENCE SOUTH 89°43'11" EAST 540.07 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 03°09'22" EAST 85.18 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 48°09'22" EAST 154.29 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE NORTH 03°09'22" EAST 467.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 9, SAID POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE SOUTH 89°33'13" EAST, ALONG LAST SAID NORTH LINE, 1951.11 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 9, SAID POINT MONUMENTED BY A 2" ALUMINUM CAP PLS 3245;
THENCE SOUTH 02°27'48" WEST, ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 650.29 FEET TO A POINT WHICH BEARS SOUTH 89°43'11" EAST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°43'11" WEST 2068.50 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPT THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED BY A 2" IRON PIPE; THENCE SOUTH 89°53'03" EAST 2668.76 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 9, MONUMENTED BY A 3" BRASS CAP AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 02°27'48" EAST 1300.58 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 9, MONUMENTED BY A 2" ALUMINUM CAP PLS 3245;
THENCE NORTH 89°33'13" WEST, ALONG THE NORTH LINE OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 661.75 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE SOUTH 02°41'45" WEST 1304.63 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION, SAID POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;
THENCE SOUTH 89°53'03" EAST 667.19 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 19.732 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PARCEL F (ES4)

THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, MONUMENTED BY A 2 1/2" BRASS CAP PLS 996; THENCE SOUTH 89°18'42" EAST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 2679.72 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED BY A 2" IRON PIPE; THENCE NORTH 47°18'35" EAST 109.52 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; THENCE NORTH 00°45'14" EAST

582.85 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; THENCE SOUTH 89°43'11" EAST 540.07 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 03°09'22" WEST 77.14 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;

THENCE SOUTH 41°50'38" EAST 106.07 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;

THENCE SOUTH 03°09'22" WEST 500.49 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637, ON THE SOUTH LINE OF SAID SECTION 9;

THENCE SOUTH 89°53'03" EAST ALONG LAST SAID SOUTH LINE 2001.57 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 9, MONUMENTED BY A 3" BRASS CAP;

THENCE NORTH 02°27'48" EAST ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 650.29 FEET TO A POINT WHICH BEARS SOUTH 89°43'11" EAST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°43'11" WEST 2068.50 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPT THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED BY A 2" IRON PIPE; THENCE SOUTH 89°53'03" EAST 2668.76 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 9, MONUMENTED BY A 3" BRASS CAP AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 02°27'48" EAST 1300.58 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 9, MONUMENTED BY A 2" ALUMINUM CAP PLS 3245;

THENCE NORTH 89°33'13" WEST, ALONG THE NORTH LINE OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 661.75 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;

THENCE SOUTH 02°41'45" WEST 1304.63 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION, SAID POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;

THENCE SOUTH 89°53'03" EAST 667.19 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 20.182 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PARCEL G (ES5)

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED BY A 2" IRON PIPE; THENCE SOUTH 89°53'03" EAST 2668.76 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 9, MONUMENTED BY A 3" BRASS CAP AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 02°27'48" EAST 1300.58 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 9, MONUMENTED BY A 2" ALUMINUM CAP PLS 3245;

THENCE NORTH 89°33'13" WEST, ALONG THE NORTH LINE OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 661.75 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637;

THENCE SOUTH 02°41'45" WEST 1304.63 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION, SAID POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; THENCE SOUTH 89°53'03" EAST 667.19 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 19.854 ACRES, MORE OR LESS.

EXHIBIT "B"
Legal Description of Private Road Easements

EASEMENT 1-FOR THE BENEFIT OF PARCELS A THROUGH G AND ANY FUTURE SUBDIVISIONS THEREOF

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, ACROSS AND THROUGH A PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; SAID EASEMENT BEING A STRIP OF LAND 80 FEET WIDE, 40 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED BY A 2 1/2" IRON PIPE; THENCE SOUTH 89°53'03" EAST 2668.76 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 9, MONUMENTED BY A 3" BRASS CAP; THENCE NORTH 02°27'48" EAST 1300.58 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 9, SAID POINT MONUMENTED BY A 2" ALUMINUM CAP PLS 3245; THENCE NORTH 89°33'13" WEST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 9, A DISTANCE OF 661.75 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; THENCE SOUTH 02°41'45" WEST, ALONG A LINE HEREIN DESIGNATED AS PARCEL LINE 'A', 448.46 FEET TO THE **BEGINNING** OF THE HEREIN DESCRIBED CENTERLINE;

THENCE SOUTH 75°16'12" WEST 59.24 FEET;
THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 214.00 FEET, A CHORD BEARING OF SOUTH 65°03'31" WEST, A CHORD DISTANCE OF 75.87 FEET, THROUGH A CENTRAL ANGLE OF 20°25'21", A DISTANCE OF 76.28 FEET;
THENCE SOUTH 54°50'51" WEST 166.36 FEET;
THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 27°43'03" WEST, A CHORD DISTANCE OF 182.40 FEET, THROUGH A CENTRAL ANGLE OF 54°15'36", A DISTANCE OF 189.40 FEET;
THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET, A CHORD BEARING OF SOUTH 45°20'36" WEST, A CHORD DISTANCE OF 267.55 FEET, THROUGH A CENTRAL ANGLE OF 89°30'42", A DISTANCE OF 296.83 FEET;
THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET, A CHORD BEARING OF SOUTH 48°08'56" WEST, A CHORD DISTANCE OF 213.92 FEET, THROUGH A CENTRAL ANGLE OF 83°54'03", A DISTANCE OF 234.30 FEET;
THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 48°09'26" WEST, A CHORD DISTANCE OF 267.44 FEET, THROUGH A CENTRAL ANGLE OF 82°55'02", A DISTANCE OF 292.93 FEET, TO A POINT WHICH IS 40 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE NORTH 89°53'03" WEST, PARALLEL WITH SAID SOUTH LINE, 566.68 FEET;
THENCE NORTH 68°09'39" WEST 362.58 FEET;
THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET, A CHORD BEARING OF NORTH 72°16'23" WEST, A CHORD DISTANCE OF 77.45 FEET, THROUGH A CENTRAL ANGLE OF 08°13'28" A DISTANCE OF 77.51 FEET;
THENCE NORTH 76°23'07" WEST 162.08 FEET;
THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, A CHORD BEARING OF NORTH 85°05'58" WEST, A CHORD DISTANCE OF 69.69 FEET, THROUGH A CENTRAL ANGLE OF 17°25'42", A DISTANCE OF 69.96 FEET;
THENCE SOUTH 86°11'11" WEST 298.31 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING OF SOUTH 68°36'53" WEST, A CHORD DISTANCE OF 144.91 FEET, THROUGH A CENTRAL ANGLE OF 35°08'36", A DISTANCE OF 147.21 FEET;
THENCE SOUTH 51°02'35" WEST 55.30 FEET;
THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 160.00 FEET, A CHORD BEARING OF SOUTH 71°47'02" WEST, A CHORD DISTANCE OF 113.32 FEET, THROUGH A CENTRAL ANGLE OF 41°28'53", A DISTANCE OF 115.84 FEET;
THENCE NORTH 87°38'32" WEST 131.04 FEET;
THENCE NORTH 60°39'46" WEST 241.97 FEET;
THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET, A CHORD BEARING OF SOUTH 81°50'15" WEST, A CHORD DISTANCE OF 194.80 FEET, THROUGH A CENTRAL ANGLE OF 74°59'59", A DISTANCE OF 209.44 FEET;
THENCE SOUTH 44°20'16" WEST 92.27 FEET;
THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING OF SOUTH 67°30'59" WEST, A CHORD DISTANCE OF 188.93 FEET, THROUGH A CENTRAL ANGLE OF 46°21'26", A DISTANCE OF 194.18 FEET;
THENCE NORTH 89°18'18" WEST 435.90 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF RIVERVIEW DRIVE AND THE **TERMINUS** OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDELINES OF SAID EASEMENT BEING LENGTHENED AND/OR SHORTENED TO BEGIN AND/OR TERMINATE AGAINST DESIGNATED PARCEL LINE 'A' AND THE EASTERLY RIGHT OF WAY LINE OF RIVERVIEW DRIVE.

SAID EASEMENT SHALL RUN WITH THE LAND AND IS BINDING ON THE OWNER(S), LESSEE(S), SUCCESSOR(S) AND ASSIGN(S), AND SHALL BENEFIT EACH OF PARCELS A THROUGH G, AS DESCRIBED HEREIN, AND ANY FUTURE SUBDIVISIONS THEREOF.

EASEMENT 2-FOR THE BENEFIT OF PARCELS B and C AND ANY FUTURE SUBDIVISIONS THEREOF

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, ACROSS AND THROUGH A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; SAID EASEMENT BEING A STRIP OF LAND 40 FEET WIDE AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED BY A 2" IRON PIPE; THENCE NORTH 89°18'42" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 256.61 FEET; THENCE NORTH 00°45'14" EAST 265.42 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 86°11'11" EAST 24.08 FEET;
THENCE NORTH 00°45'14" EAST 435.12 FEET;
THENCE NORTH 45°45'14" EAST 47.09 FEET;
THENCE NORTH 00°45'14" EAST 21.21 FEET;
THENCE NORTH 89°14'46" WEST 114.85 FEET;
THENCE SOUTH 00°45'14" WEST 21.21 FEET;
THENCE SOUTH 44°14'46" EAST 58.77 FEET;
THENCE SOUTH 00°45'14" WEST 430.05 FEET;
THENCE NORTH 86°11'11" EAST 16.05 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID EASEMENT TO RUN WITH THE LAND AND IS BINDING ON THE OWNER(S), LESSEE(S), SUCCESSOR(S) AND ASSIGN(S) AND SHALL BENEFIT PARCELS B AND C, AS DESCRIBED HEREIN, AND ANY FUTURE SUBDIVISIONS THEREOF.

EASEMENT 3-FOR THE BENEFIT OF PARCELS E AND F AND ANY FUTURE SUBDIVISIONS THEREOF

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, ACROSS AND THROUGH A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; SAID EASEMENT BEING A STRIP OF LAND 40 FEET WIDE, 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED BY A 2" IRON PIPE; THENCE SOUTH 89°53'03" EAST 2668.76 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 9, MONUMENTED BY A 3" BRASS CAP; THENCE NORTH 02°27'48" EAST 1300.58 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 9, MONUMENTED BY A 2" ALUMINUM CAP PLS 3245; THENCE NORTH 89°33'13" WEST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 661.75 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 9637; THENCE SOUTH 02°41'45" WEST 448.46 FEET; THENCE SOUTH 75°16'12" WEST 59.24 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 214.00 FEET, A CHORD BEARING OF SOUTH 65°03'31" WEST, A CHORD DISTANCE OF 75.87 FEET, THROUGH A CENTRAL ANGLE OF 20°25'21", A DISTANCE OF 76.28 FEET; THENCE SOUTH 54°50'51" WEST 166.36 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 27°43'03" WEST, A CHORD DISTANCE OF 182.40 FEET, THROUGH A CENTRAL ANGLE OF 54°15'36", A DISTANCE OF 189.40 FEET; THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET, A CHORD BEARING OF SOUTH 45°20'36" WEST, A CHORD DISTANCE OF 267.55 FEET, THROUGH A CENTRAL ANGLE OF 89°30'42", A DISTANCE OF 296.83 FEET; THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET, A CHORD BEARING OF SOUTH 67°19'48" WEST, A CHORD DISTANCE OF 123.85 FEET, THROUGH A CENTRAL ANGLE OF 45°32'18", A DISTANCE OF 127.17 FEET, TO THE **BEGINNING** OF THE HEREIN DESCRIBED CENTERLINE;

THENCE NORTH 45°26'21" WEST 91.19 FEET;

THENCE NORTH 07°32'04" WEST 95.45 FEET;

THENCE NORTH 43°12'34" WEST 53.15 FEET;

THENCE NORTH 62°40'22" WEST 36.97 FEET;

THENCE NORTH 50°58'32" WEST 145.30 FEET;

THENCE NORTH 00°16'49" EAST 35.06 FEET TO THE **TERMINUS** OF THE HEREIN DESCRIBED CENTERLINE.

SAID EASEMENT TO RUN WITH THE LAND AND IS BINDING ON THE OWNER(S), LESSEE(S), SUCCESSOR(S) AND ASSIGN(S) AND SHALL BENEFIT PARCELS E AND F, AS DESCRIBED HEREIN, AND ANY FUTURE SUBDIVISIONS THEREOF.

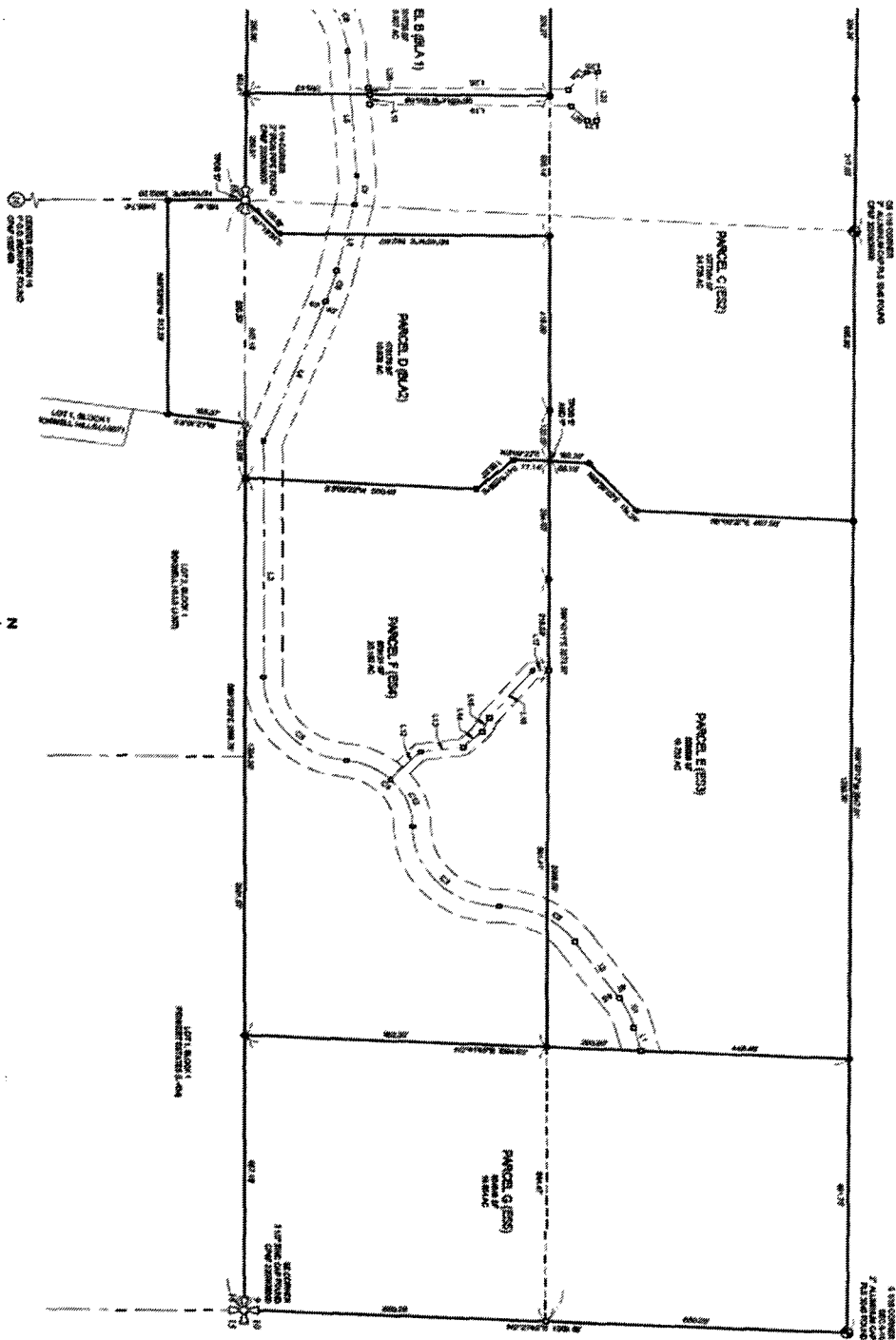
EXHIBIT "C"
General Depiction of Private Road

[illegible]

RECORD OF SURVEY

A PORTION OF THE S. 1/2 OF THE S. 1/2 OF SECTION 9, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO AND
A PORTION OF THE N. 1/2 OF THE N. 1/2 OF SECTION 16, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE: _____
BY: _____



RECORD OF SURVEY			
S. 1/2 OF S. 1/2 OF SEC. 9 AND S. 1/2 OF N. 1/2 OF SEC. 16			
TOWNSHIP 50 NORTH, RANGE 4 WEST			
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO			
DATE: 06/15/2011	BY: [Signature]	FOR: [Signature]	BY: [Signature]
FILE NO. 2011-001	SECTION 9	SECTION 16	SECTION 17