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Instrument # 863907
BONNER COUNTY, SANDPOINT, IDAHO
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**DECLARATION OF
RESIDENTIAL COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS APPLICABLE TO THE ADDITION TO
QUAIL RIDGE IN BONNER COUNTY, IDAHO**

This Declaration of Covenants, Conditions, Easements and Restrictions for the Addition to Quail Ridge ("Addition Declaration") is made this 4 day of September, 2014, by SPIRIT LAKE NORTH, LLC, an Idaho limited liability company ("Declarant").

WHEREAS, Declarant is the owner of certain real property known as QUAIL RIDGE, and as described on an official plat, recorded at instrument number 722006, in Book 8 of Plats at page 134, records of Bonner County, Idaho, and located in a portion of Section 21, Township 54 North, Range 4 West, Boise Meridian, Bonner County, Idaho ("Original Property"); and

WHEREAS, the Original Property is subject to a Declaration of Residential Covenants, Conditions, Easements and Restrictions Applicable to Quail Ridge ("Original Declaration"), recorded as instrument number 722007, records of Bonner County, Idaho, and attached hereto as **Exhibit A**; and

WHEREAS, the Declarant has established, and the Original Property lot owners have maintained, an Idaho nonprofit corporation known as Quail Ridge HOA, Inc. ("Association"); and

WHEREAS, the Articles of Incorporation of Quail Ridge HOA, Inc., have been filed with the Idaho Secretary of State as number C169913; and

WHEREAS, the Bylaws of the Association are recorded as instrument number 722008, records of Bonner County, Idaho; and

WHEREAS, Declarant is also the owner of certain real property that is adjacent to QUAIL RIDGE, and as described on an official record of survey ("Survey"), recorded as Instrument No. 863861, records of Bonner County, Idaho, ("Adjacent Property"), attached hereto as **Exhibit B**; and

WHEREAS, Declarant is desirous that the parcels of the adjacent property, as legally described in **Exhibit C**, be bound by The Declaration applicable to the Original Property, with a few exceptions as set forth below, and be part of the Association; and

WHEREAS, The Association is bound to accept as members the owners of the Adjacent Property pursuant to the Original Declaration; and

WHEREAS, Declarant is desirous of further protecting the value and desirability of the whole of the Adjacent Property; and

DECLARANT HEREBY DECLARES that the Adjacent Property, together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any after acquired right, title or interest, including without limitation the described parcels therein, and the common elements shall be held, owned, sold, leased, rented, encumbered, occupied, improved and conveyed subject to this Addition Declaration and as amended from time to time. Declarant further declares that the Adjacent Property shall be subject to the covenants, easements, restrictions, rights and privileges set forth on The Declaration applicable to the Original Property, instrument number 722007, records of Bonner County, Idaho, but with the exceptions described below, and that such burdens and benefits shall run with the land and shall be binding upon the Declarant, the Declarant's successors, agents and assigns, and to persons or entities acquiring or owning an interest in the Adjacent Property, regardless of whether this Addition Declaration or the Declaration is set forth in a document of conveyance.

EXCEPTIONS AND MODIFICATIONS

The Adjacent Property shall **not** be bound to the following sections of the Original Declaration:

- 1.1 All references to a Lot, as defined in the Definitions Section, shall be defined as a parcel, as shown on the Survey.

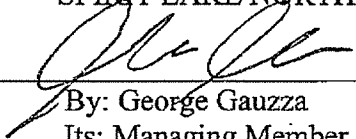
- 1.2 Section 1.2 is struck and replaced as follows: Parcels may be sub-divided. Each sub-divided parcel shall be bound by this Addition Declaration and shall be a separate member of the Association.
- 1.3 Section 3.6 is not applicable to Adjacent Property.
- 1.4 Section 4.1.7 shall be struck in its entirety and replaced as follows: An owner may construct family residences or dwelling units on a parcel, in conformance with Title 12, Bonner County Revised Code.
- 1.5 Section 4.2.10 shall be struck in its entirety and replaced as follows: Each Parcel Owner may install a water storage system in accord with International Fire Code Standards as required by Bonner County Revised Code. If the Parcel Owner elects to install the water storage system, said owner shall be responsible for the maintenance of it.
- 1.6 Article XII remains applicable to Adjacent Property; however, the Parcel Owners in the Adjacent Property shall not be required to include Lot Owners of the Original Property in a vote to modify the Addition Declaration nor shall parcel owners in the Adjacent Property be bound to subsequent modification of the Original Declaration.

This Addition Declaration shall not be deemed a modification of the Original Declaration as to Lot Owners in the Original Property.

EXECUTED by the Declarant on the attached Signature Page consecutively numbered.

SIGNATURE PAGE

SPIRIT LAKE NORTH, LLC


By: George Gauzza
Its: Managing Member

STATE OF IDAHO)
COUNTY OF BONNER) SS.

On this 4 day of September, in the year of 2014, before me, a Notary Public for the state of Idaho, personally appeared George Gauzza, known or identified to me to be the manager or a member of Spirit Lake North, LLC that executed the within instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(Sign) Stefanie R. Haarsager
NOTARY PUBLIC for the state of Idaho
Residing at: Summit, ID
My commission expires: 8/13/2020

