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Index to: CONDITIONS COVENANTS & RESTRICTIONS

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ABOVE SPACE FOR RECORDER -- Recorded by Berg, McLaughlin & Nelson, Chtd., 312 S. First Ave., Ste A, Sandpoint ID 83864

**FIRST AMENDED AND RESTATED  
DECLARATION OF  
RESIDENTIAL COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS APPLICABLE TO  
THE COVE AT STRONG CREEK  
IN BONNER COUNTY, IDAHO**

WHEREAS the Declarant of THE COVE AT STRONG CREEK, BBTB, LLC, an Washington limited liability company, recorded a Declaration of Covenants, Conditions, Easements and Restrictions on August 11, 2015, and recorded as instrument number 877590, records of Bonner County, Idaho ("Original Declaration"); and

WHEREAS the Declarant and the undersigned Lot Owners together own all of the lots and the common area in the residential development known as THE COVE AT STRONG CREEK, as described on an official plat, recorded as instrument number 877589, in Book 11 of Plats, page 77, records of Bonner County, Idaho, and located in Section 29, Township 56 North, Range 5 West, Boise Meridian, Bonner County, Idaho ("Property"); and

WHEREAS Lot 5 was subject to a replat, recorded as instrument number 922225, records of Bonner County, Idaho; and

WHEREAS, the Declarant and Lot Owners are desirous of further protecting the value and desirability of the whole of the Property; now, therefore,

THE DECLARANT AND LOT OWNERS HEREBY AMEND AND RESTATE the Declaration. This amended and restated Declaration shall supersede the Original Declaration in its entirety.

## INTRODUCTION.

THE 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 numbered Lots therein, and the common elements shall be held, owned, sold, leased, rented, encumbered, occupied, improved and conveyed subject to this Declaration and as amended from time to time. The Property shall be subject to the covenants, easements, restrictions, rights and privileges set forth herein, and that such burdens and benefits shall run with the land and shall be binding upon the Declarant and the undersigned Lot Owners, the Declarant's successors, agents and assigns, and to persons or entities acquiring or owning an interest in the Property, regardless of whether this Declaration is set forth in a document of conveyance.

## ARTICLE I. DESIGNATION OF USE

- 1.1 **Residential Lots.** Use of the Property shall be restricted to single family residential lots and common areas and roads supporting and enhancing residential living.
- 1.2 **No Further Subdivision.** There shall be no further subdivision of any lot or Common Area.
- 1.3 **Declarant's Right to Make Improvements.** So long as the Declarant is in title to a lot on the Property, the Declarant shall have the right, in its sole discretion and expense, to make any improvements to the Common Area. The Declarant reserves an easement incident to construction for ingress, egress, and temporary utilities over, under, around and through the Common Area.
- 1.4 **Declarant Sales Office.** So long as the Declarant or assignee is in title to a lot on the Property, the Declarant reserves the right to maintain a sales office on its lot(s) or in mobile vehicle or temporary structure located on the Common Area.

## ARTICLE II. SPECIAL REQUIREMENTS (Irrevocable Provisions)

- 2.1 **Homeowners Association.** Lot Owners shall maintain a management body for the Property. The minimum requirements for the management body are set forth in Article III and such minimum requirements may be revised by amendment of this Declaration.
- 2.2 **Community Water and Sewer.** The management body shall maintain a common water and sewer system for the benefit of the Lot Owners.

- 2.3 **Stormwater System.** The management body shall operate and maintain the Common Area stormwater system in conformance with County and State regulations and the conditions of approval as set forth in Bonner County Planning Department file numbers C916-08 and S1597-08.
- 2.4 **Individual Lot Stormwater/Erosion Control Management.** Lot Owners shall construct and maintain storm water management systems required by Bonner County on their respective lots. In addition, each individual Lot Owner shall implement any and all drainage, stormwater, and erosion control measures pursuant to the Bonner County-approved stormwater management and erosion control plan as set forth in Bonner County Planning Department file numbers C916-08 and S1597-08.
- 2.5 **Common Area and Roads.** All lots within the subdivision shall be accessed from the Common Roadway as defined herein. The management body shall maintain and regulate the use of the Common Area and Road System for the benefit of the Lot Owners.
- 2.6 **Compliance with Land Use Codes.** Lot Owners individually and collectively as an association of homeowners shall comply with all applicable Bonner County land use codes in existence at the time of recordation of this Declaration and as such codes are subsequently amended with the exception of the following permitted deviations:
- (a) Lot sizes may be less than one (1) acre.
  - (b) Lots may exceed the maximum depth to width ratios and angles of intersection as set forth in Bonner County Revised Code (BCRC) section 12-2305(b).
  - (c) Lots may have direct frontage on and access to a private road as otherwise circumscribed in BCRC sections 12-923 and 12-2305(i).
- 2.7 **Wildlife Mitigation.** The management body shall enforce regulations consistent with the following advice by the Idaho Department of Fish and Game:
- (a) **General Advice.** Residents should avoid attracting bears, raccoons and skunks. Suggested means include cleaning barbecue grills frequently, not leaving pet food outside, not distributing bird feed on the ground, and protecting compost piles and fruit trees. Purposely feeding wild animals creates an unnatural situation and may cause local population increases, which may create an unwanted nuisance for neighboring residents and, eventually, the resident providing the food. Animals will continue to return even if the food is removed. Also, concentrating a large number of animals in a small area can facilitate local disease outbreaks.
  - (b) **Contain Garbage.** Residential garbage should be stored inside a secure structure or in bear-proof containers.
  - (c) **Retain Timber and Vegetation.** Standing timber and natural vegetation, including snags and shrubs, should whenever possible be retained to provide cover, food, nesting sites, perching sites, etc. for indigenous wildlife.
  - (d) **Control Pets.** Pets should be restrained from chasing or disturbing wildlife.

- (e) **Domestic Stock and Fowl.** Domestic stock such as horses, llamas and cows should be fed in distinct, fenced enclosures that are off-limits to big game. All feed should be stored in big game-proof sheds or enclosures. Domestic fowl should be housed in wildlife-proof homes because fowl are vulnerable to predators such as coyotes and fox.
  - (f) **Wildlife.** Homeowners and guests should maintain a safe distance when observing wildlife and not disturb their normal activities. Resist the temptation to “save” baby animals because their parent(s) are usually nearby. Do not kill injured wildlife because wild animals are very resilient and heal quickly, especially from pulled muscles, bruised bone or torn tendon.
- 2.8 **Wildland Fire Defensible Space.** Lot Owners shall maintain a wildland fire defensible space around structures. Based on the low to moderate urban-wildland interface area rating on the Property, a fuel modification distance of not less than thirty (30) feet shall be maintained. Lot Owners are responsible for modifying or removing non-fire resistive vegetation on their respective Lots. Trees are allowed within the defensible space, provided the horizontal distance between the crowns of adjacent trees and crowns of trees and structures, including overhead electrical facilities or unmodified fuel, is not less than ten (10) feet. Dead wood and litter shall be removed annually from trees and grounds. Where ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants are used as ground cover, they are allowed to be within the designated defensible space, provided they do not form a means of transmitting fire from the native plant growth to any structure. (2003 International Urban-Wildland Interface Code, Section 603).

### ARTICLE III. MANAGEMENT BODY

- 3.1 **Homeowners Association.** The management body of the Property shall be known as **The Cove at Strong Creek HOA, Inc.** (“Association”). The Association shall be registered with the Idaho Secretary of State as a non-profit corporation.
- 3.2 **Purpose of Association.** The purpose of the Association shall be to maintain, improve, and regulate the use of the Common Area including the common roadways, to carry out the provisions of this Declaration, and to take any other lawful actions for the benefit of the Association and its members.
- 3.3 **Membership.** Every Lot Owner shall be a member of the Association and by acceptance of a Deed consents to membership. Membership shall be appurtenant to and may not be separated from the fee simple ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. Co-owners shall enjoy the benefits of membership and shall be jointly and severally liable for the obligations of membership.
- 3.4 **Transfer of Membership.** A Lot Owner shall not transfer, pledge, convey or alienate the Association membership except to a bona fide successor in interest of the ownership of the Lot. A sale of a Lot by real estate contract shall constitute a valid transfer of membership

to the buyer. A prohibited transfer is void. A life tenant of a Lot shall be the Member and the remainderman, by acceptance of a deed, grant to the Association the right to lien the remainderman's interest in the Lot for unpaid fees, fines and assessments accrued by the life tenant. A renter, lessee, or remainderman of a Lot is NOT a Member but shall have the right to attend Association meetings.

- 3.5 **Governing Documents, Recordation.** The Declarant shall adopt Articles of Incorporation and Bylaws for the Association and may adopt separate Rules and Regulations (collectively "Governing Documents"). The Declaration and any amendment thereto shall be recorded. The other Governing Documents may be recorded.
- 3.6 **Priority of Authority.** In the event of conflict or ambiguity between provisions in the various instruments affecting the Property, preference shall be given as follows: (a) plat notations; (b) Declaration; (c) Articles of Incorporation; (d) Bylaws; and (e) Rules and Regulations.
- 3.7 **Lot Owners Subject to Governing Documents.** A Lot Owner by acceptance of a Deed thereby acknowledges and ratifies this Declaration and the Governing Documents, and subjects the Lot to any duly adopted amendments and additions to said instruments. The Lot Owner is on notice that he or she is subject to the Governing Documents regardless of recordation.
- 3.8 **Authority of Association.** The Association through its Board of Directors (Board), shall have the authority to: (a) enforce this Declaration; (b) make improvements to the Common Area; (c) levy and collect assessments from the Members; (d) enter into contracts as may be necessary or desirable to carry out its duties; (e) establish procedures and policies necessary or deemed desirable to provide for the general welfare of residents in accordance with the letter and spirit of this Declaration; (f) enforce and carryout the development requirements as set forth in Bonner County Planning Department files C916-08 and S1597-08; and (g) place liens on the real property of Lot Owners who fail to pay dues, assessments, fines and penalties; and (h) enforce such liens through judgment and foreclosure.
- 3.9 **Right to Levy Fines.** The Association, by majority vote of the Board, shall have the express authority to levy fines upon the Lot Owner for purposes of enforcement of this Declaration and/or a provision of the Rules and Regulations. The imposition of a fine shall be subject to the limitations set forth in Idaho Code section 55-115, as amended.
- 3.10 **Association as Attorney-in-Fact.** By accepting a deed granting an interest in a Lot, the Lot Owner irrevocably appoints the Association as its attorney-in-fact to manage, control, and represent the interest of such Owner in the common elements. The purpose of this grant of authority is to permit the Association to fulfill its duties and obligations under this Declaration and the Governing Documents.
- 3.11 **Duties of Association.** The Association shall have the following general duties to its Members.
- 3.11.1 **Maintain and Protect the Common Area.** The Association shall have the duty to maintain the Common Areas, Common Roadways, common sewer system,

common water system, and any Association-owned structures and facilities in a safe, functioning, and attractive condition.

- 3.11.2 **Maintain Erosion Control and Stormwater Management Measures.** The Association shall maintain as designed, or improved, all permanent erosion control and stormwater management measures installed by Declarant on and within the Common Area.
- 3.11.3 **Road System and Maintenance.** The Association shall maintain the Common Roadway for the benefit of the Lot Owners and their guests, and invitees including snow removal, road repair and replacement, stormwater management, erosion control, and eradication of noxious weeds. The Association shall annually budget for road maintenance, adjust the fee schedule to accomplish its routine road maintenance obligations, and make and collect special assessments for necessary capital improvements and replacements.
- 3.11.4 **Water and Sewer.** The Association shall maintain potable water service and certain common sewerage systems pursuant to Articles VII and VIII.
- 3.11.5 **Parking and Blocking Roads.** The Association shall adopt rules for the use of the Common Roadways including a schedule of fines and penalties sufficient to achieve enforcement. Such rules shall provide that, at a minimum, Lot Owners and their guests and invitees are not permitted to park recreational or commercial vehicles on the Common Roadways, or store materials or equipment in or on the Common Area, except for (a) temporary purposes with the express written permission of the Board, or designee, or (b) in an Association-approved designated parking or storage area.
- 3.11.6 **Publish Rules and Regulations.** The Association through its Board shall hand deliver or post to each Lot Owner by certified mail a copy of the Rules and Regulations whenever such rules are adopted or amended, or when a new Lot Owner becomes a member of the Association.
- 3.12 **Voting Rights.** There shall be two classes of membership: Class A and Class B. The Declarant, BBTB, LLC or its successor in interest, shall hold Class B membership for each Lot it owns. All other Lot Owners shall hold Class A memberships.
  - 3.12.1 **Class A Membership.** Class A members shall have one (1) vote in the Association for each Lot owned, such vote to be cast by the Lot Owner. Voting by co-owners shall be regulated in the Articles of Incorporation.
  - 3.12.2 **Class B Membership.** The Class B member (the Declarant) shall have three (3) votes in the Association for each Lot owned. The Declarant may designate an agent or agent(s) to cast its votes. Class B membership shall automatically convert to Class A membership upon the earlier of the following: (a) the voting power of Class A members exceeding that of Class B members; or (b) the recordation of notice by the Declarant of voluntary conversion.
  - 3.12.3 **Revocation of Voting Rights.** A Member's right to vote shall be deemed revoked unless and until the Member is current on dues and assessments by the Association.

- 3.12.4 **Majority Vote.** Except as otherwise set forth herein, a majority of votes of the Members shall be the action of the Association.
- 3.13 **Actions Reserved to the Members.** The following actions are reserved to the Members, voting at a duly noticed meeting of the Association:
- 3.13.1 **Modify Declaration.** Upon resolution of the Board, the Members shall adopt any modification to this Declaration, the Articles of Incorporation and Bylaws. The Board shall have the exclusive authority to adopt and modify the Rules and Regulations.
- 3.13.2 **Elect and Remove Directors.** The Members shall have the exclusive authority to elect and remove directors. The procedure for election and removal of directors shall be set forth in the Articles of Incorporation and Bylaws.
- 3.13.3 **Approve Assessments.** The Members shall adopt any change in the rate of the annual assessment or adoption of a special assessment.
- 3.13.4 **Resolve a Deadlock of the Board.** If the Board refers a matter to the Members because of a deadlock on the Board or otherwise, the Members shall have the right and duty to resolve the matter by majority vote.
- 3.13.5 **Right to Inspect Books.** Members shall the right to inspect the financial records of the Association at a reasonable time and upon reasonable notice to the Board.
- 3.14 **Board of Directors.**
- 3.14.1 **Management Vested in the Board of Directors.** The Board shall govern the Association and shall manage the Common Area. The Board may, but is not required to seek the approval of the Members before taking an action other than those actions reserved to the Members in Article 3.13.
- 3.14.2 **Board of Directors.** The Board shall consist of no less than three (3) Directors. The qualifications, terms of office and election of directors shall be set forth in Articles of Incorporation and Bylaws.
- 3.14.3 **Officers.** The Board shall annually elect officers. There shall be a President, Vice President, Secretary and Treasurer. One individual may serve as both Secretary and Treasurer. The Articles of Incorporation and/or Bylaws shall provide for the election and removal of officers and set forth their respective duties.
- 3.14.4 **Action of the Board.** The votes of a majority of the Board shall be the action of the Board.
- 3.15 **Management Duties.** The Board, as manager of the Association, shall have the following general duties:
- 3.15.1 **Carry Out Required Association Duties.** The Board shall carry out the Association's duties and obligations as set forth in Article 3.11.
- 3.15.2 **Annual Budget.** The Board shall prepare and present an annual budget to the Members at least fourteen (14) days prior to an annual or special meeting of the Members. Said meeting shall occur no later than thirty (30) days after notice. If

the meeting fails to occur prior to the start of the fiscal year, the budget may be made retroactive for up to sixty (60) days.

- 3.15.3 **Rate of Assessment.** The Board shall annually propose to the Members a rate of assessment based on the approved annual budget including any capital reserve.
- 3.15.4 **Financial Statements.** The Board shall annually cause a financial statement to be published and promptly delivered to the Members by mail or email.
- 3.15.5 **Insure Against Foreseeable Liabilities.** The Association shall have the further duty to insure against foreseeable liabilities. Premium expenses shall be deemed a common expense of the Association to be included in the regular assessments levied by the Association. In addition the Board shall have the right to adjust any minimum insurance limits from time to time as it deems necessary or desirable. So long as the Declarant owns one or more Lots, policies of insurance shall name the Declarant as an additional insured. The Association shall obtain insurance from reputable insurance companies authorized to do business in the state of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable. The terms of this Article 3.15.5 notwithstanding, the Association, its officers and Board shall not be liable to the Members for a failure to obtain insurance where the cost of the insurance, other impediments were prohibitive or where the occurrence of the uninsured event was not reasonable foreseeable under the circumstances. The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to distribute such proceeds as it deems appropriate.
- 3.16 **Waiver of Liability.** The Association, and its Directors and Officers, shall not be liable for crimes, vandalism, or personal injury suffered by Lot Owners on their lots, nor shall the Association's duty extend to preventing or protecting Lot Owners or their guests, agents, or invitees from assault or theft or like crimes committed on or within the Common Area.

#### ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

- 4.1 **Creation of Lien and Personal Obligation.** The Declarant hereby covenants, and each Lot Owner by acceptance of a Deed, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association assessments, fines and penalties, and interest thereon, as provided in this Declaration. The assessments levied by the Association and any other charges properly assessed by the Association against the Lot Owner, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or charge is made. Such assessment or charge, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Lot Owner at the time when the assessment or charge fell due.
- 4.2 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of carrying out the general duties and powers of the



Association including operation, maintenance, repair, reconstruction, restoration, replacement, or alteration of the Property; hiring and retaining employees, agents, and contractors; and purchasing equipment, materials, and services. In addition, the Association may include in any assessment the cost of (a) general liability insurance; (b) insuring its directors and officers; (c) insuring its property against loss; (d) the costs of enforcement of this Declaration including reasonable attorney fees; (e) property and other taxes levied against the Association; (f) debt service for monies borrowed for the improvement of the Common Roadways and other Common Areas; (g) maintenance of the common sewer system; (h) maintenance of the common water system; and (i) such reasonable reserves as the Board deems necessary.

- 4.3 **Rate of Assessment.** Each lot, regardless of size and location, shall bear an equal burden for the general expenses of the Association. The Association may, through its Board, levy special assessments disproportionately for particularized services provided to certain Lot Owners or to Lot Owners in a disproportionate manner. The Association may, but shall not be required to make available special services to Lot Owners at a specified cost such as concierge, vacation security, and property maintenance.
- 4.4 **Assessment for Common Beach and Dock.** The Association shall recognize that the common beach area and dock may constitute a particularized service to the owners of Lots 5-9. Therefore, the owners of Lots 1-4, who have direct waterfront access to the Pend Oreille River, shall be relieved of assessment for the cost of dock maintenance, repair and replacement in accordance with such Lot Owners use of the common beach and dock.
- 4.5 **Lot Owner Assessments.**
- 4.5.1 **Initial Assessment Upon Purchase from Declarant.** The initial assessment for Lot Owners purchasing from the Declarant shall be \$500.00, the purpose of which is to establish a reserve fund for capital replacement and contingencies. This initial assessment shall be collected at closing of the lot purchase or upon demand, whichever shall first occur.
- 4.5.2 **Annual Assessment.** The annual assessment for maintenance of the Association shall be determined by resolution of the Board and a vote of Lot Owners pursuant to Article VII of the Bylaws (and as amended). The current annual assessment for Lot Owners purchasing from the Declarant shall be prorated to December 31<sup>st</sup>.
- 4.6 **Special Assessments.** Upon authorization of a majority of Members, voting at a duly noticed meeting of the Members, the Board may levy a special assessment from time to time when the current assessment is deemed insufficient for the Association to carry out its obligations under this instrument.
- 4.7 **Remedies for Non-Payment.** The Association shall have the enforcement authority for collection of homeowner assessments as set forth in Idaho Code § 45-810. In addition, the Association shall have all other rights and remedies in law and equity to collect delinquent assessments, fees, dues, fines, and interest not paid within thirty (30) days of its due date. The Association acting through its Board may impose late fees and interest costs for any assessment not paid within thirty (30) days after its due date. The Board may provide notice to a Lot Owner's mortgagee of a delinquency, action required to cure the delinquency, and the Association's remedies if the delinquency is not cured. No Lot Owner may waive or otherwise escape liability for the dues and assessments provided for

herein by non-use of the Common Area, or abandonment of a lot. Assessments are a lien upon the land and are a personal obligation of the Lot Owner.

- 4.8 **Assessment on Declarant.** The Declarant shall not be liable for assessments unless and until it conveys a lot to a third party buyer. Thereafter, the Declarant shall be liable for the annual assessment on each of its lots.

## **ARTICLE V. DWELLINGS, STRUCTURES AND IMPROVEMENTS**

- 5.1 **Architectural Control.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall an exterior addition to or change or alteration therein be made until the plans and specifications have been submitted to and approved by the Association's Board or designee. The Board may appoint an Architectural Review Committee (ARC) to review said plans and specifications and may delegate substantial authority to the ARC for such purposes. The Board may appoint itself as the ARC. The Board may retain an architect or an individual with substantial residential design experience to serve as a consultant to the ARC. The Lot Owner shall pay all costs of design review as a separate assessment.
- 5.2 **Architectural Considerations.** The ARC shall consider the nature, kind, shape, height, materials and location of the submitted structure. The Committee shall further consider the quality of materials, harmony of external design and location in relationship to surrounding structures and topography.
- 5.3 **Procedures for Submission and Approval of Plans.** Procedures for submission and approval of building plans, and the costs thereof, shall be set forth in the Association's Rules and Regulations.
- 5.4 **Grounds for Disapproval.** The ARC shall have the right to disapprove any plans and specifications for the any one of the following reasons:
- 5.4.1 **Failure of Submission.** The plans or specifications submitted are inadequate to fairly evaluate the proposal and/or the Lot Owner has failed to supply information reasonably requested by the ARC.
- 5.4.2 **Violation of Covenants.** The plans or specifications violate a provision of this Declaration.
- 5.4.3 **Incompatible Design or Materials.** The exterior design, appearance, materials, color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of the proposed structure is incompatible with the surrounding structures or topography.
- 5.4.4 **Incompatible with the Development Design.** The structure or proposed uses are incompatible or not in harmony with the general plan of improvement of The Cove at Strong Point, or with structures or uses located upon other lots in the vicinity.
- 5.5 **Building and Design Standards.** The following building and design standards shall apply:

- 5.5.1 **Building Code and Inspection.** All dwellings and structures shall comply with generally recognized building standards as set forth in the applicable code provided by the International Code Council. All dwellings and structures shall be inspected if a building inspection is required by the state of Idaho and/or Bonner County, Idaho. Electrical and plumbing inspections are required. Absent county inspection, private inspections of foundation and framing are encouraged but not required.
- 5.5.2 **Building Height.** No building on the Lot shall exceed two (2) stories over grade plane in height as determined by applying the means and methods set forth in the International Building Code.
- 5.5.3 **Building Location.** Building site location shall be subject to the prior approval of the ARC.
- 5.5.4 **Building Permit.** Construction shall not commence on any structure without an applicable building permit or building location permit issued by Bonner County, Idaho.
- 5.5.5 **Dwelling Units Per Lot.** An owner may construct no more than one dwelling unit and one accessory dwelling unit or guesthouse (so long as permitted under the zoning regulations) as those terms are defined in Bonner County Revised Code and consistent with the septic flow limitations set forth in Article 5.5.16.
- 5.5.6 **Exterior Color and Materials.** The use of natural wood and stone is encouraged on exterior surfaces.
- 5.5.7 **Exterior Lighting.** Exterior yard lighting should generally be downward and contained. Adherence to the “dark skies” ethic is encouraged. High intensity lighting is prohibited.
- 5.5.8 **Fences.** No fence shall be greater than six (6) feet in height except see-through garden fencing. Fencing that in scale and/or location unduly restricts the movement of wildlife may be prohibited by the ARC.
- 5.5.9 **Hot Tubs and Saunas.** Hot tubs and saunas are permitted so long as they are screened from view from the Common Roadway.
- 5.5.10 **Mobile and Manufactured Homes.** Upon approval of the ARC, an owner may install or construct a mobile or manufactured home as such terms are defined herein.
- 5.5.11 **Modular Homes Permitted.** Upon approval of the ARC, modular home construction, as defined herein, is permitted.
- 5.5.12 **Other Structures Permitted.** So long as a dwelling has been (or is being) constructed, a Lot Owner may construct accessory structures such as sheds, green houses, and barns. Such structures shall comply with applicable building code requirements and the applicable set back requirements.
- 5.5.13 **Play Equipment.** Play equipment such as swing sets, doll houses, climbing frames and basketball standards are permitted so long as they are modest in design.
- 5.5.14 **Propane Tanks.** Liquid propane tanks shall be buried or otherwise screened from view.

- 5.5.15 **Roofing.** Roofing shall be (a) tile, or (b) non-glare metal, standing seam roofing of an earth tone or natural color; or (c) 30 year or better grade architectural composition shingle. Rolled roofing systems are prohibited.
- 5.5.16 **Septic Flow Limitation.** Lots 1, 2, 3 and 4 are each limited to a maximum permitted sewage and wastewater discharge of three hundred (300) gallons per day. Lots 5, 6, 7, 8 and 9 are each limited to a maximum permitted sewage and wastewater discharge of two hundred fifty (250) gallons per day.
- 5.5.17 **Set Back.** Structures shall comply with applicable Bonner County Revised Code set back requirements. In addition, structures shall comply with any set back requirements shown on the face of the plat.
- 5.5.18 **Siding.** Vinyl, T-111, and metal siding are permitted with ARC approval.
- 5.5.19 **Temporary Structures Prohibited.** Temporary structures are prohibited except for trailers used by contractors while a dwelling is actively under construction. The term “actively under construction” means regular and diligent activity that does not exceed twelve (12) consecutive months in duration.
- 5.5.20 **Underground Service.** All utility connection facilities and services, including trunk and service lines for telephone, electricity and cable television, shall be located underground.
- 5.6 **Construction of Unapproved Structure.** A structure or site plan that is commenced, altered, erected, placed or maintained upon a Lot that is not in conformance with this Declaration shall be deemed a violation and breach of this covenant. If, within fifteen (15) days of notice, the Lot Owner has failed to remove or terminate the violation, or has failed to take reasonably meaningful steps to do so, the Association shall have right through its designated agents to enter upon such lot and remove or otherwise extinguish the violation. The cost of such removal shall be borne by the Lot Owner personally and shall constitute a lien upon the land. Such lien shall be recorded in the records of Bonner County, Idaho. Upon the Lot Owner’s request, the Board shall afford a Lot Owner a hearing before taking any remedial action.
- 5.7 **Demolition.** A structure that has been rendered uninhabitable shall be demolished and buildings material removed from the lot within 180 days of the destructive event.
- 5.8 **Excavation.** No excavation including, but not limited to basements, shall be permitted on the lot except for the purposes and as part the construction of a dwelling or other structure, and while such dwelling or structure is actively under construction. Landscaping is exempt from this prohibition.
- 5.9 **Tree Growth and Removal.** Trees greater than eight (8) inches in diameter designated for removal shall be identified on the site plan submitted for home design approval. Likewise, removal of such trees prior to or subsequent to home construction shall require Association approval.
- 5.10 **Construction Insurance.** A Lot Owner shall maintain, or require the building contractor to maintain a general liability insurance policy covering bodily injury, personal injury, and property damage insurance in the amount of no less than one million dollars (\$1,000,000.00) in coverage per occurrence. The Association and the Declarant shall be

named as an additional insured. Such policy shall be maintained during any construction period for which a building location permit from Bonner County, Idaho is required. Certificates of insurance shall be provided to the Association prior to the commencement of ground disturbing activities.

- 5.11 **Maintenance and Repair Obligations.** Each Lot Owner shall have a continuing duty to maintain, repair, replace and restore areas under its exclusive control in a neat, sanitary and attractive condition. The area of exclusive control means the dwelling unit and lot. After notice and hearing, the Board shall have the right to remove or otherwise remedy any condition found to be (a) dangerous, unsafe, unsightly or unattractive; or (b) that falls out of compliance with approved plans and specifications for any reasons including lack of maintenance; or (c) a prohibited structure or activity. The cost of remedial action shall be borne by the Lot Owner. Failure to timely reimburse the Association for such costs of remediation shall be cause for the Board to levy a special assessment on the Lot Owner.
- 5.12 **Extraordinary Circumstances.** The Board may waive or modify building and design standards upon a showing of extraordinary circumstances that render strict application of such standards impractical or inconsistent with the general intent and purposes of the standards.
- 5.13 **No Waiver of Future Approvals.** Acceptance of plans and specifications, and/or acquiescence to a structure as built, shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar plans and specifications subsequently or additionally submitted by a Lot Owner.
- 5.14 **Non-liability of Board Members.** The Declarant and the Board shall not be liable to the Association or to any Lot Owner for any loss, damage or injury arising out of or in any way connected with the performance of their respective duties hereunder, unless due to willful misconduct or bad faith.

## ARTICLE VI. COMMON AREA

- 6.1 **Common Area Designation.** The Common Area is designated on the plat map and consists of roadways, walkways and open areas. In addition, the Association may own in fee simple or by easement certain facilities and structures that shall be maintained by the Association for the benefit of Lot Owners.
- 6.2 **Easement to Common Area.** Every member of the Association shall have a nonexclusive easement of enjoyment in and to the Common Area. Such easements shall be appurtenant to and shall pass with title to every lot, subject to the right of the Association to limit and control the use of the Common Area through rules and regulations established by the Board.
- 6.3 **Common Area Obligations.** The Association shall not sell, transfer, alienate, release or convey any portion of the Common Area except for utility easements. In addition, the Association shall maintain the Common Areas including, at a minimum, (a) maintenance of signage, entry gates and structures, and postal and newspaper boxes; (b) the preservation and replacement of vegetation; (c) removal of trash; and (d) establishing a

schedule of fines and penalties for misuse of the Common Area by a Lot Owner, agent or invitee.

- 6.4 **Damage to Common Property.** Each Member shall be liable to the Association for any damage to the Common Areas or Common Roadways not fully reimbursed to the Association by insurance proceeds arising out of or caused by the willful or negligent act of any Lot Owner, his family or invitees. Repair or replacement shall be done at the Lot Owner's expense, or after notice and hearing, a special assessment shall be levied by the Board against the Lot Owner and his lot.
- 6.5 **Noxious Weed Control.** The Association shall destroy and control for noxious weeds in and on the Common Areas. Weed control shall comply with applicable Bonner County and Idaho state regulations.

#### ARTICLE VII. SEWER SYSTEM

- 7.1 **Sewer System.** All dwellings and or other structures containing bathroom, sink or toilet facilities shall be connected to the common sewer system. Outside or portable toilets (excepting during active construction or private events), private drain fields, cesspools and gray-water French drains maintained on an individual lot are prohibited.
- 7.2 **Common Drainfield Assessment.** The common drainfield is designated on the plat and shall be a common expense of the Association and such expense shall be incorporated in the each Lot Owner's annual assessment regardless of whether a dwelling has been constructed on the lot.
- 7.3 **Limitation on Maintenance and Repair.** The Association shall be responsible for the drain field and mainline sewer pipes and related facilities. The Lot Owner shall be responsible for the installation, repair and maintenance of laterals. The Association shall have the right to determine location of the lateral and requirements for hooking on.
- 7.4 **License for Maintenance.** A Lot Owner using the common septic facility, by hooking on to said system, shall be deemed to have granted the Association, its successor, agents, employees and assigns, an irrevocable license on, over, under, across and through their respective properties for the purpose of maintaining the sewer facilities. No compensation shall be paid for any use of this license. A Lot Owner shall reimburse the Association for any reasonable costs of repair.

#### ARTICLE VIII. WATER SYSTEM

- 8.1 **Common Water Well.** A Lot Owner shall be entitled to one residential hook-up from the common water well.
- 8.2 **No Private Wells.** Private water wells are prohibited unless expressly approved in writing by the Board.
- 8.3 **Water Rights and Well Maintenance.** The Association may obtain a water right from the Idaho Department of Water Resources and hold such right on behalf of the Lot

Owners. The well shall be maintained by the Association in compliance with regulations issued by the Idaho Department of Environmental Quality and the Panhandle Health District.

- 8.4 **Common Expense.** Maintenance of the water well and distribution facilities shall be a common expense of the Association.
- 8.5 **Right to Meter.** The Board shall have the right to meter water usage and adjust assessments according to use. In the event of a water shortage, the Board shall have the right to limit water usage and to impose fines for excessive use.
- 8.6 **Limitation on Maintenance and Repair.** The Association shall be responsible for the water well and mainline sewer pipes and related facilities. The Lot Owner shall be responsible for the installation, repair and maintenance of laterals. The Association shall have the right to determine location of the lateral and requirements for hooking on.
- 8.7 **License for Maintenance.** A Lot Owner using the common water well, by hooking on to said system, shall be deemed to have granted the Association, its successor, agents, employees and assigns, an irrevocable license on, over, under, across and through their respective properties for the purpose of maintaining the water facilities. No compensation shall be paid for any use of this license. A Lot Owner shall reimburse the Association for any reasonable costs of repair.

#### **ARTICLE IX. PROHIBITED USES AND ACTIVITIES**

The following uses and activities are prohibited:

- 9.1 **Nuisances.** No noxious or offensive activity shall be carried on, in or upon any lot, dwelling unit or in the Common Area. A nuisance shall be broadly defined as any activity that creates a noxious or offensive odor, noise or visual effect, or otherwise substantially interferes with another Lot Owner's quiet enjoyment. A nuisance shall include, without limitation, failing to silence or isolate an excessively barking dog.
- 9.2 **Activity that Increases Insurance Rates.** Nothing shall be done or kept on the property, lot, or dwelling unit that will increase the rate of insurance on any property insured by the Association without the approval of the Board. Likewise, nothing shall be done or kept that would cause the cancellation of the Association's policies of insurance.
- 9.3 **Aircraft Operation.** Aircraft, including, without limitation, helicopters, shall not land or otherwise operate from the common area or private lots, except in the event of a health or safety emergency.
- 9.4 **Animals.** Animals and pets shall not be kept, bred or maintained for commercial purposes or in unreasonable quantities, nor in violation of the Rules and Regulations of the Association.
- 9.5 **Cell Towers, Wind Turbines & Large Antennas.** Cellular telephone towers, wind turbine towers and large antennas are prohibited.

- 9.6 **Dirt Bikes.** Operation of a dirt bike, as defined herein, is prohibited on or in the Common Area and on private lots. Such bikes may be ridden on the Common Roadways for ingress and egress only.
- 9.7 **Discharge of Firearms.** Owners shall not discharge a firearm on the Property except in defense of self or others. Shooting ranges are expressly prohibited.
- 9.8 **Excavations and Building Materials.** Excavation is prohibited except as necessary for construction of a dwelling. Storage of building materials, including sand, gravel, top soil, lumber, roofing, windows and doors, shall be permitted only while a structure is actively under construction.
- 9.9 **Fireworks.** Fireworks are prohibited except for small displays, safely conducted, on the 4<sup>th</sup> of July only.
- 9.10 **No Hunting.** Hunting on the Property is prohibiting including the use of pellet guns and bows to shoot animals.
- 9.11 **Operating a Business.** Lot Owners and their invitees shall not conduct a business or commercial activity on the Property except for a “home occupation” as described and limited in Section 12-202 of the Bonner County Revised Code and as subsequently amended.
- 9.12 **Posting Signs.** Signs, billboards, posters, reader boards and the like are prohibited except for small owner identification and address signs, and typical signs necessary for the sale of a lot and political yard signs. A “small sign” means a sign typical of residential size and design.
- 9.13 **Recreational Vehicles.** Recreational vehicle (RV) parking is permitted on lots so long as the vehicle does not block views from adjacent lots, is not used as a permanent dwelling. RV parking and use must be periodic in nature and may be subject to removal at the request of the Board.
- 9.14 **Rental and Leasing of Dwelling.** A Lot Owner shall not enter into a rental or lease agreement for the dwelling that provides for a term of less than six (6) months duration without Board approval. The Association shall have the right review any lease upon written request mailed to the Lot Owner at his or her address of record with the Association.
- 9.15 **Satellite Dishes.** Large “C-band” type satellite dishes, or large antenna arrays are prohibited unless screened from public view.
- 9.16 **Storing Wrecked Vehicles.** Wrecked, disabled, or unlicensed vehicles shall not be stored on or within the Property unless such vehicles are screened from public view.
- 9.17 **Trash.** No rubbish, trash or garbage or other waste material shall be kept or permitted upon any lot or dwelling unit except in sanitary containers located in areas concealed from public view, or appropriately screened. Lot Owners shall control for odors and protect containers from animals. Containers may be placed in public view for the limited purpose of trash collection for up to twelve (12) hours. Lot Owners shall be responsible for the timely collection of any trash that escapes containment.



**ARTICLE X.  
EASEMENTS IN FAVOR OF THIRD PARTIES.**

Upon recommendation of the Board, the Association by a two-thirds vote (six lots) may grant ingress, egress or utility easements to a third party that owns a lot or parcel outside the boundaries of the Property. Any such grant made in violation of this provision shall be voidable by any Owner or the Association.

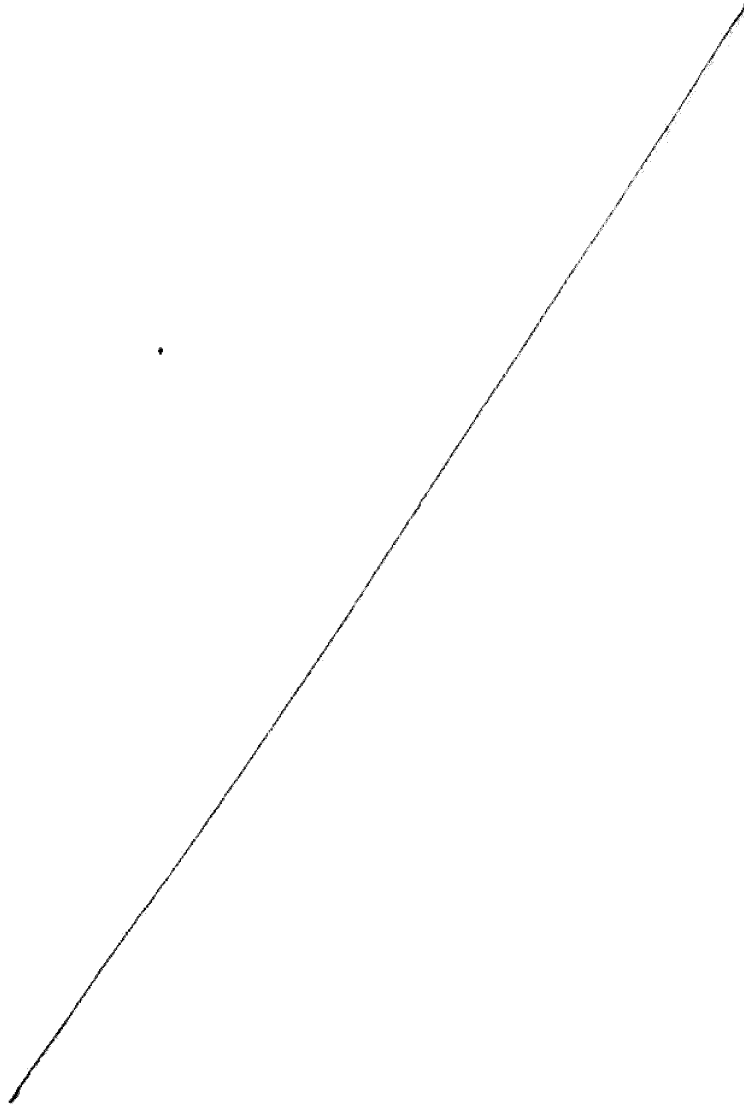
**ARTICLE XI.  
CONDEMNATION**

In the event of any partial taking by a governmental body or other entity that has the power of eminent domain that involves a taking of all or part of the improvements to the Property, each Lot Owner agrees, by acceptance of a deed to such lot, whether or not it is so expressly stated in such deed, that the Association shall have and shall be deemed to have an interest in proceeds to be paid for such taking in the amount necessary to repair, restore or replace the portion of such improvements so taken as near as practicable to a functional whole to serve the same purpose after such taking as the facility so taken served prior to such taking. To the extent that the Association does not receive its own award or payment from the condemning authority or the award or payment received is inadequate to cover the cost of repair, restoration or replacement of such improvements, each Lot Owner receiving such award or payment shall pay to the Association pro rata from their awards or payments the amount necessary for the Association to complete such repair, restoration or replacement of such improvements. In the event that the awards or payments received from such condemnation are inadequate to pay the entire cost to complete such repair, restoration or replacement of such improvements, then the remaining cost shall be assessed against all Owners in proportion to their respective assessment shares. All amounts due to the Association under this article shall constitute a lien against the Lot Owner's property.

**ARTICLE XII.  
ENFORCEMENT**

Lot Owners individually and collectively, and the Association as an entity, are entitled to the protections provided hereunder and shall, therefore, each be entitled to enforce in law or equity any breach of these covenants. Time is of the essence and these covenants shall be subject to declaratory and/or injunctive relief and/or specific performance. In addition, a party in breach shall be subject to a claim for monetary damages reasonably foreseeable from the breach. The prevailing party shall be entitled to recover the costs of enforcement including reasonable attorney fees from the non-prevailing party subject to the following condition: a party seeking relief shall be entitled to automatic recovery only if it gives the party in breach notice of intent to enforce these covenants in law or equity and provides the party in breach no less than thirty (30) days to cure the breach before such action is commenced. Notice of intent shall be by certified mail, postage prepaid, return receipt requested, to the party's address of record with the Association. Such notice shall set forth

the alleged breach with sufficient particularity that the alleged breach can be cured. The notice period is waived where the alleged breach constitutes an immediate danger to the health and safety of Lots Owners and their invitees.



**ARTICLE XIII.  
MODIFICATION OF RESTRICTIONS**

- 13.1 **Irrevocable Provisions.** Article II of this Declaration shall be irrevocable. The irrevocable nature of this Article is imposed by plat condition of Bonner County. Article II may be modified as set forth in this Article XIII so long as the modification is expressly approved in writing by the Bonner County Planning Department and incorporated in the modification as recorded.
- 13.2 **Declarant Modification.** Except for Article II herein, the Declarant may modify this Declaration at any time before it conveys a lot.
- 13.3 **Homeowner Modification.** Provisions of this Declaration, other than those set out in Article II, may be modified at any time by owners of no less than seven (7) lots AND, so long as the Declarant holds Class B shares, the Declarant's approval. Such modification shall be in writing, shall designate the number of required signatures, and shall be signed and acknowledged according to law by the requisite number of Lot Owners and, as applicable, the Declarant. The modification shall reference this Declaration by recording number and all prior modifications thereto.
- 13.4 **Consent for Modification by Lender, FHA, VA.** Pursuant to the provisions of Article XV, a modification of this Declaration shall be subject to the consent of First Mortgagees and First Beneficiaries under a deed of trust, and by the Federal Housing Administration (FHA) and Veterans Administration (VA) where such federal agency has insured or guaranteed a loan (collectively "Lenders"). A modification approved pursuant to Article 13.3 shall be valid upon the actual or constructive consent of the Lenders.
- 13.5 **Binding Effect.** Any modification to this Declaration, made in conformance with the provisions of this article shall be binding upon all Lot Owners from and after the date of recordation regardless of the Lot Owner's consent to such modification.

**ARTICLE XIV.  
NONDISCRIMINATION POLICY**

The Declarant and the Association shall comply with the nondiscrimination provisions of § 42-3601 et. seq., United States Code, known as the Fair Housing Act, as amended from time to time. The Declarant and the Association shall not discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin, or other legally protected characteristic applicable to the Fair Housing Act or the provision of mortgages or mortgage guarantees. This policy shall be set forth in the Association's Bylaws.

**ARTICLE XV.  
MORTGAGEE PROTECTION**

- 15.1 **Subordination.** Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon a Lot shall be subordinate to a first mortgage on the Lot.
- 15.2 **Duty to Provide Notice to Association of Mortgages/Guaranty.** Every Lot Owner must provide to the Association the name, mailing address, account number, and phone number of any individual or entity that holds a security interest in that Owner's Lot, as well as any individual or entity that is a guarantor of the debt secured by the Lot. Each owner's duty shall be continuing in nature, requiring the owner to keep the Association updated on any changes with respect to the holder/guarantor of the debt secured by the Lot.
- 15.3 **Amendments Adverse to Mortgagees.** Amendments to this Declaration or the Association's governing documents, which are of a material adverse effect to any mortgagee holding a mortgage on any Lot, shall not be effective unless the Association receives the approval of the amendment by mortgagees that represent no less than fifty-one percent (51%) of the votes of the Lots that are subject to the mortgages.
- 15.4 **Implied Approval.** If a mortgagee fails to submit a response to any written proposal for an amendment or termination notice within sixty (60) days of notice, then the mortgagee shall be deemed to have approved said amendment or termination. Notice shall be delivered by certified or registered mail with "return receipt" requested.
- 15.5 **Right to Notice.** All mortgagees and guarantors of a mortgage on any Lots shall have the right to receive timely notice of the following:
- (a) Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage;
  - (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any Lot on which it holds the mortgage;
  - (c) A lapse, cancellation, or material modification of any insurance policy maintained by the owners' association;
  - (d) Any proposed action that requires the consent of a specified percentage of mortgagees; and
  - (e) Any judgment rendered against the Association.
- 15.6 **First Mortgagee's Rights Confirmed.** No provision of this Declaration, or the Association's governing documents shall give a Lot Owner, or any other party, priority over any rights of the first mortgagee of the Lot pursuant to its mortgage in the event of the payment to the Lot Owner of insurance proceeds or condemnation awards for losses to or a taking of a Lot and/or common element.
- 15.7 **Unpaid Dues.** Any first mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage, or through foreclosure, shall not be liable for more than six (6) months of the Lot's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Lot by the Mortgagee. If the Association's lien priority includes costs of collecting

unpaid dues, the lender shall be liable for any fees or costs related to the collection of the unpaid dues.

## ARTICLE XVI. MISCELLANEOUS PROVISIONS

- 16.1 **Assignment.** The Declarant shall have the right to assign its duties, obligations and interests as set forth herein.
- 16.2 **Conflicts with Government Ordinance.** A Bonner County ordinance that conflicts with a provision herein shall take precedence unless the provision in this Declaration is more restrictive, in which case this Declaration shall take precedence.
- 16.3 **Compliance with Plat Requirements.** No provision herein or resolution by the Association shall be construed to conflict with the requirements set forth in the final plat of the Property.
- 16.4 **Counterparts.** This Declaration may be executed in counterparts. Executing the Declaration in counterparts shall mean the signature on identical copies of the same document. Each identical copy of the document signed in counterparts is deemed to be an original and all identical copies shall together constitute one and the same document.
- 16.5 **Incorporation of Recital.** The Recitals on page one of this instrument are hereby incorporated into the Declaration as if fully set forth in the number articles.
- 16.6 **No Public Dedication.** Nothing contained in this Declaration shall be deemed a gift or dedication of any portion of the Property to or for the general public.
- 16.7 **Captions and Titles.** The captions and titles are for convenience and reference only. They shall not define, limit or construe the contents of any provision.
- 16.8 **Governing Law and Severability.** This Declaration is established under, and shall be governed by the laws of the state of Idaho. Any provision prohibited by law or unenforceable shall not affect the remaining provisions of the Declaration.

## ARTICLE XVII. DEFINITIONS

**“Accessory Dwelling”** means any enclosed, covered structure not directly attached to the residence to which it is appurtenant.

**“Actively under construction”** means regular and diligent activity that does not exceed twelve (12) consecutive months in duration.

**“Association”** means The Cove at Strong Point HOA, Inc., its successors and assigns.

**“Board”** means the Board of Directors of the Association.

**“Common Area”** means all areas designated on the plat as a common area and any other property deeded to the Association by the Declarant or acquired by the Association and intended for the use and enjoyment of the members of the Association. The Common Roadway is a Common Area.

**“Common Elements”** means the Common Area, Common Roadway, and other real and personal property owned or controlled by the Association for the benefit of Lot Owners.

**“Common Roadway”** means the common roads identified on the Plat and/or deeded to the Association by the Declarant, and/or acquired by the Association and intended for the use and enjoyment of the members of the Association.

**“Dirt Bike”** means a lightweight motorcycle generally equipped with rugged tires and suspension and designed and/or used for riding over rough or unpaved surfaces.

**“Dwelling”** means a building or portion thereof designed exclusively for residential purposes.

**“Dwelling Unit”** means a dwelling for a single housekeeping unit.

**“Emergency”** means a sudden, unexpected happening or unforeseen occurrence or condition.

**“Improvements”** are buildings, accessory structures, driveways, parking areas, sidewalks, and any structure of any type or kind.

**“Incompatible”** as used herein means that the design and/or materials are substantially discordant and unsuited.

**“International Building Code”** means the codes as published by the International Code Council together with any amendments or revisions set forth in section 39-4109, Idaho Code.

**“Lot”** means an individual platted lot within the Property.

**“Majority vote”** means fifty percent (50%) plus 1 unless a higher percentage is expressly set forth.

**“Manufactured home”** means a structure that is transportable in one (1) or more sections, which in the traveling mode, is eight (8) body feet or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein, except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements.

**“Mobile home”** means a factory-assembled structure or structures equipped with the necessary service connections and made so as to be readily movable as a unit or units on their own running gear and designed to be used as a dwelling unit or units with or without a permanent foundation.

**“Modest.”** The word “modest” as used herein means not dominate in size or color.

**“Modular Home”** or “modular building” means a structure, other than a manufactured or mobile home, which is constructed in modules and delivered to the construction site. A modular home complies with the International Building Code and does not have a chassis.

**“Owner”** means the record owner, whether one or more persons or entities of the fee simple title. The term Owner includes, but is not limited to, a purchaser under a deed of trust, mortgage, or contract, or a person who takes the lot under a life estate.

**“Publish”** means the distribution of documents and notices in a manner reasonably likely to gain the attention of Lot Owners. The term, as used herein, shall not be construed to require

publication in a general circulation newspaper. By way of example, posting flyers in prominent locations on the Property would qualify as publication.

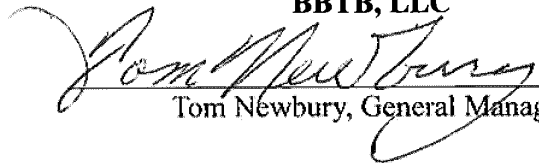
**"Recreational vehicle"** means a vehicle primarily designed as temporary living quarters for recreation, camping, travel or other similar use that has its own mode of power or is mounted on or drawn by another vehicle. The term "recreational vehicle" includes but is not limited to travel trailer, camping trailer, truck camper, fifth-wheel trailer, and motor home.

**"Structure"** means a walled and roofed building including a gas or liquid storage tank that is principally above ground.

**"Sub-Division"** means The Cove at Strong Point as depicted on the plat thereof.

EXECUTED by the Declarant.

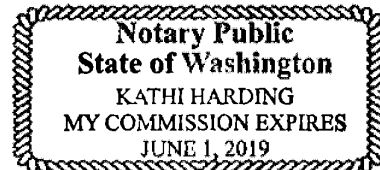
BBTB, LLC

  
Tom Newbury, General Manager

STATE OF Washington )  
COUNTY OF Snohomish ) SS.

On this 13 day of May, in the year of 2019, before me, a Notary Public for the state of Washington, personally appeared Tom Newbury, known or identified to me to be the manager or a member of BBTB, 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) Kathi Harding  
NOTARY PUBLIC  
Residing at: Snohomish  
My commission expires: 6/1/19



EXECUTED by the lot owners.

**As to Lot 1 of the Cove at Strong Creek, according to the plat thereof, recorded in Book 11 of Plats, page 77, records of Bonner County, Idaho:**

\_\_\_\_\_  
James Morrow

\_\_\_\_\_  
Valorie Angel

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_\_\_, before me, a Notary Public for the state of \_\_\_\_\_, personally appeared **James Morrow** and **Valorie Angel**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(Sign) \_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

publication in a general circulation newspaper. By way of example, posting flyers in prominent locations on the Property would qualify as publication.

**"Recreational vehicle"** means a vehicle primarily designed as temporary living quarters for recreation, camping, travel or other similar use that has its own mode of power or is mounted on or drawn by another vehicle. The term "recreational vehicle" includes but is not limited to travel trailer, camping trailer, truck camper, fifth-wheel trailer, and motor home.

**"Structure"** means a walled and roofed building including a gas or liquid storage tank that is principally above ground.

**"Sub-Division"** means The Cove at Strong Point as depicted on the plat thereof.

EXECUTED by the Declarant.

### BBTB, LLC

\_\_\_\_\_  
Tom Newbury, General Manager

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_\_\_, before me, a Notary Public for the state of \_\_\_\_\_, personally appeared **Tom Newbury**, known or identified to me to be the manager or a member of **BBTB, 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) \_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

EXECUTED by the lot owners.

**As to Lot 1 of the Cove at Strong Creek, according to the plat thereof, recorded in Book 11 of Plats, page 77, records of Bonner County, Idaho:**

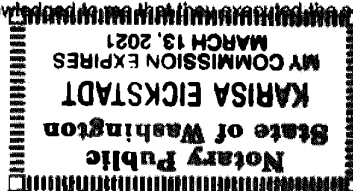
\_\_\_\_\_  
James Morrow

\_\_\_\_\_  
Valorie Angel

STATE OF WA )  
COUNTY OF Spokane ) SS.

On this 1 day of April, in the year of 2019, before me, a Notary Public for the state of WA, personally appeared **James Morrow** and **Valorie Angel**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(Sign) Karisa Eickstadt  
NOTARY PUBLIC  
Residing at: Spokane, WA





My commission expires: \_\_\_\_\_

As to Lot 2 of the Cove at Strong Creek, according to the plat thereof, recorded in Book 11 of Plats, page 77, records of Bonner County, Idaho:

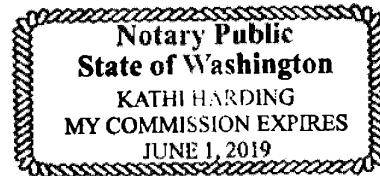
R. Scott Jones  
R. Scott Jones

Joan Pringle Jones  
Joan Pringle Jones

STATE OF IDAHO )  
COUNTY OF BONNER ) SS.

On this 20 day of Feb., in the year of 2019, before me, a Notary Public for the state of Washington, personally appeared R. Scott Jones and Joan Pringle Jones, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(Sign) Kathi Harding  
NOTARY PUBLIC  
Residing at: Spokane WA  
My commission expires: 6/1/2019



As to Lot 8 of the Cove at Strong Creek, according to the plat thereof, recorded in Book 11 of Plats, page 77, records of Bonner County, Idaho:

\_\_\_\_\_  
Casey Riendeau

\_\_\_\_\_  
Alicia Riendeau

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_\_\_, before me, a Notary Public for the state of \_\_\_\_\_, personally appeared Casey Riendeau and Alicia Riendeau, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(Sign) \_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

original

My commission expires: \_\_\_\_\_

**As to Lot 2 of the Cove at Strong Creek, according to the plat thereof, recorded in Book 11 of Plats, page 77, records of Bonner County, Idaho:**

\_\_\_\_\_  
R. Scott Jones\_\_\_\_\_  
Joan Pringle Jones

STATE OF IDAHO )  
COUNTY OF BONNER ) SS.

On this \_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_\_\_, before me, a Notary Public for the state of Idaho, personally appeared **R. Scott Jones** and **Joan Pringle Jones**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(Sign) \_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**As to Lot 8 of the Cove at Strong Creek, according to the plat thereof, recorded in Book 11 of Plats, page 77, records of Bonner County, Idaho:**

\_\_\_\_\_  
Casey Riendeau\_\_\_\_\_  
Alicia Riendeau

STATE OF Washington )  
COUNTY OF Spokane ) SS.

On this 20 day of March, in the year of 20 19, before me, a Notary Public for the state of Washington personally appeared **Casey Riendeau** and **Alicia Riendeau**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(Sign) Arianna Hoffman  
NOTARY PUBLIC  
Residing at: 106 W Nord Ave Spokane, WA 99205  
My commission expires: 9/21/2020



As to Lot 3 of the Cove at Strong Creek, according to the plat thereof, recorded in Book 11 of Plats, page 77, records of Bonner County, Idaho:

Robert Hanna managing member Patty Hanna Managing Member  
 HSH River LLC - Robert Hanna HSH River LLC - Patty Hanna

STATE OF WASHINGTON )  
 COUNTY OF SPOKANE ) SS.

On this 25<sup>th</sup> day of FEBRUARY in the year of 2019, before me, a Notary Public for the state of Washington, personally appeared Robert Hanna and Patty Hanna, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(Sign) [Signature]  
 NOTARY PUBLIC  
 Residing at: SPOKANE  
 My commission expires: 03/20/2021

