COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS

FOR

ECHO GLENN SUBDIVISION

COEUR D'ALENE, IDAHO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOR ECHO GLENN LOCATED IN COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

THIS DECLARATION is made on this 11th day of November, 2002 by the undersigned owner of the subject property, (hereinafter referred to as "grantor"), to establish certain covenants, conditions, restrictions and easements located in Coeur d'Alene, Kootenai County, Idaho, as follows:

A. Grantor is the owner of certain property (Property) in Coeur d'Alene, Kootenai County, Idaho, described in Exhibit "A" attached hereto and incorporated herein by reference.

B. Grantor desires to create a nonprofit corporation subject to the General Nonprofit Corporation Laws of the State of Idaho to which should be delegated and assigned the powers and duties of owning, maintaining and administering the Common Areas in the Property, as described herein and in Exhibit "B" attached hereto and incorporated herein by reference, and for administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges, set forth herein.

C. Grantor will create such corporation, the members of which shall be the respective Owners of Lots in the Property.

D. Grantor intends to develop and convey all of the Lots pursuant to a general plan for development and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with the Property and Lots and all as described herein.

E. Grantor declares that all of the Lots and Dwelling units are to be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Lots and Dwelling Units, in furtherance of a general plan for protection, maintenance, improvement and sale of the Lots and Dwelling Units or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with the Property and Lots and shall be binding upon any parties having any right, title or interest in the Lots and Dwelling Units, or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each Owner thereof; and may be enforced by Grantor, by any Owner or by the Association.

F. Grantor is also under contract to purchase certain real property in Coeur d'Alene, Kootenai Coutny, Idaho, which adjoins the real property described in Exhibit "A" hereto. Grantor's adjacent and adjoining real property is described on Exhibit "C"

hereto. Grantor intends to develop those portions of real property described on Exhibit "C" hereto, which are not described on Exhibit "A", in manner consistent with the plat of Echo Glenn. Grantor reserves unto itself the sole and exclusive right to file and record subsequent amendments to these Declarations so that the same may be extended to cover those portions of property described on Exhibit "C" hereto. It is the specific intention of Grantor that should Grantor desire to develop the real property described on exhibit "C" hereto in a manner consistent with Echo Glenn that Grantor may amend this Declaration by a recorded instrument, without further notice, so that the same encompasses any or all of the property described in Exhibit "C". Any lots created in Exhibit "C" by Grantor by subsequent plat shall be subject to the terms and conditions of this Declaration, and shall be made mandatory members of the Association.

ARTICLE I

DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used in this Declaration shall have the following meanings:

Section 1.01 "Articles" shall mean the Articles of Incorporation of the Association to be filed in the Office of the Secretary of State of the State of Idaho, as such Articles may be amended from time to time.

Section 1.02 "Assessment" shall mean any of the assessments that may be charged against an Owner and his or her Lot and/or Dwelling Unit under the terms of this Declaration.

Section 1.03 "Association" shall mean Echo Glenn Homeowners' Association, a non-profit corporation to be formed un the laws of Idaho, its successors and assigns.

Section 1.04 "Association Maintenance Fund" shall mean the account, created for receipts and disbursements of the Association, pursuant to Article V hereof.

Section 1.05 "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be, and the assignees of such mortgage or beneficiary.

Section 1.06 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.07 "By-Laws" shall mean the By-Laws of the Association.

Section 1.08 "Capital Improvement Assessment" shall mean a charge against each Owner and/or his or her Dwelling Unit, representing a portion of the costs to the Association for installation or construction of any improvements on any portion of the Common Areas, or Landscape Maintenance Areas which the Association may from time to time authorize, pursuant to the provisions of this Declaration.

Section 1.09 "Close of Sale" shall mean the date on which a deed or real estate contract is recorded conveying a Lot or Dwelling Unit to a purchaser.

Section 1.10 "Common Areas" shall mean all the real property and improvements including, without limitations landscaped areas and any non-dedicated roadways or walkways, which are owned by the Association for the common use and enjoyment of all the Owners, and all fences throughout the Property which are constructed by the developer on or over any portion of the Common Areas, as defined in Exhibit "B". The Common Areas to be so owned or maintained by the Association shall collectively include those portions of the Property described in Exhibit "B" attached hereto, and shall include Landscape Maintenance Areas and any non-dedicated roadways or walkways.

Section 1.11 "Common Assessment" shall mean the monthly charge against each Owner and his or her Dwelling, representing a portion of the total ordinary costs of maintaining, improving, repairing, replacing, managing and operating the Common Areas and, if applicable, the Landscape Maintenance Areas, as more fully described herein.

Section 1.12 "Common Expenses" shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Areas (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvements Assessments), including those costs not paid by the Owner responsible for payment; the costs of any commonly metered utilities and other commonly metered charges for the Property, costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, gardening and other services benefiting the Common Areas of Landscape Maintenance Area; the costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance all covering the Property, the costs of bonding the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrances levied against the Property for the benefit of all of the Owners; other expenses described in Section 5.03 and as approved by the Board pursuant to this Declaration.

Section 1.13 "Declaration" shall mean this instrument as it may be amended from time to time.

Section 1.14 "Dwelling Unit' shall mean a residential building located on a Lot designed and intended for use and occupancy as a residency by a single family, and shall include the underlying Lot.

Section 1.15 "Exterior Landscaping and Perimeter Fences" shall be considered part of the Common Areas.

Section 1.16 "Family" shall mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption or (2) a group of not more than three (3) natural persons not all so related, who maintain a common household in a Dwelling Unit.

Section 1.17 "First Mortgage" shall mean the primary or priority Mortgage or Deed of Trust on a Lot or Dwelling Unit, recorded prior to the due date of any Assessment.

Section 1.18 "First Mortgagee" shall mean a Mortgagee which holds or owns a First Mortgage.

Section 1.19 "Grantor" shall mean the undersigned, their successors and person(s) to whom they shall have assigned any rights hereunder by express written instrument.

Section 1.20 "Improvement" shal lmean any structure or appurtenance thereto of every type and kind, including but not limited to buildings, outbuildings, walkways, sprinkler pipes, garages, carports, ponds, cabanas, recreational facilities, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, antennae, hedges, windbreaks, plants, planted trees and shrubs, poles, signs, exterior air conditioning and water-softening fixtures or equipment.

Section 1.21 "Landscape Maintenance Areas" shall mean all plants, planted trees, shrubs, ground cover and other landscaping improvements originally constructed by Grantor in or upon the Common Areas.

Section 1.22 "Lease" shall mean any agreement for the leasing or rental of a Dwelling Unit.

Section 1.23 "Lot" shall mean any plot of land shown upon the recorded Plat of the Property, except for the Common Areas, that is set aside and approved for construction of a Dwelling Unit thereon, and any plot of land shown by any subsequent plat of the property described in Exhibit "C" pursuant to the terms of Paragraph F of the Recitals hereof.

Section 1.24 "Manager" shall mean the person or firm appointed by the Association as its agent and delegated certain duties and powers of the Association.

Section 1.25 "Member" shall mean any party holding a membership in the Association.

Section 1.26 "Mortgage", "Mortgagee", "Mortgagor" shall mean any mortgage or deed of trust or other conveyance of a Lot, Dwelling Unit, or other portion of the Property to secure the performance of any obligation which will be reconveyed upon the completion of such performance. The term "Deed of Trust" or "Trust Deed" when used herein shall be synonymous with the term "Mortgage". The term "Mortgagee" shall mean a person or entity to whom a Mortgage is made and shall include the beneficiary of a Deed of Trust. "Mortgagor" shall mean a person or entity who mortgages his or her Lot or Dwelling Unit to another (i.e., the maker of a Mortgage), and shall include the "Trustor" of a Deed of Trust. The term "Trustor" shall be synonymous with the term "Mortgagor" and the term "Beneficiary" shall by synonymous with the term "Mortgagee".

Section 1.27 "Notice and Hearing" shall mean written notice and a hearing at which the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner's expense, in the manner provided in the By-Laws..

Section 1.28 "Owner" shall mean the Person or Persons including Grantor, holding fee simple interest of record to, or the real estate contract purchaser of, any Lot or Dwelling Unit, which is a part of the Property. For purposes of Article X only, unless the context otherwise required, Owner shall also include the family, guests, invitees, licensees and lessees of any Owner.

Section 1.29 "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 1.30 "Property" shall mean all of the real property described in Exhibit "A", and such additional properties as described in Exhibit "C" which may hereafter be added to this Declaration pursuant to the terms of Paragraph F of the Recitals hereof.

Section 1.31 "Record"; "Recorded"; "Filed"; or "Recordation shall mean, with respect to any document, the recording of such document in the appropriate office in Kootenai County, Idaho.

Section 1.32 "Reconstruction Assessment" shall mean a charge against each Owner and his Lot or Dwelling Unit, representing a portion of the cost of the Association for reconstruction of any portion of the improvements on the Common Areas, and Landscape Maintenance Areas.

Section 1.33 "Special Assessment" shall mean a charge against a particular Owner and his or her Lot or Dwelling Unit, directly attributable to such Owner, equal to the cost incurred or levied by the Association for corrective action pursuant to the provisions of this Declaration.

Section 1.34 "Streets" shall mean all private roadways or common access ways throughout the development which have not been dedicated or conveyed to the City of Coeur d'Alene or other public authority, which require private maintenance.

Section 1.35 "Water Company" shall mean any municipality or district providing water service to the Property and/or Dwelling Units.

Section 1.36 "Unit" shall mean, unless specifically set forth, any Lot or Dwelling Unit.

ARTICLE II

MEMBERSHIP IN ASSOCIATION

Section 2.01 Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Lot. Ownership of such Lot shall be the sole qualification for membership in the Association.

Section 2.02 Transfer. The Association membership held by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale of or encumbrance of such Lot, and then only to the purchaser or Mortgagee of such Lot. Any attempt to make a prohibited transfer is void. A Member who has transferred fee interest to his Lot or who has sold his Lot to a contract purchaser under a real estate contract shall ipso facto be deemed to have transferred to such grantee or contract purchaser his membership rights in the Association.

ARTICLE III

VOTING RIGHTS IN ASSOCIATION

Section 3.01 Classes of Voting Membership. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A Member shall be all Owners in the Property, with the exception of the Grantor, for so long as there exists a Class B membership for the Association. Class A Members shall be entitled to one (1) vote for each Lot owned. Grantor shall become a Class A Member with regard to lots owned by Grantor upon conversion of Grantor's Class B Membership as provided below. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised in accordance with Article III, Section 3.02 of this Declaration, and in no event shall more than one (1) Class A vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Grantor, and Grantor shall be entitled to fifteen (15) votes for each Lot owned by Grantor. The Class B Membership shallc

ease and be converted to Class A Membership on the happening of the earliest of the following events:

a. At such time as eighty-five percent (85%) of the sum of all Units available for sale or included within Phases 1,2 and 3 combined, have been deeded to owners other than the developer; or

b. Ten (10) years from the Close of Sale of the first Lot sold in the Property; or

c. Upon Grantor's written relinquishment of its Class B Membership.

Section 3.02 Vote Distribution. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person has an interest in any Lot ("co-owner"), all such co-owners shall be members and may attend any meeting of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if such designation has been revoked, the vote for such Lot shall be exercised as a majority of the co-owners of the Lot mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that the voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Lot where the majority of the co-owners present in person or by proxy and representing such Lot cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligation imposed upon the jointly owned lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, the Articles and By-Laws, provided, however, Grantor or its assigns shall have the absolute right to appoint two (2) Members to the Board of Directors regardless of the voting results.

ARTICLE IV

JURISDICTION OF ASSOCIATION

Section 4.01 The Association, acting through its Board of Directors shall also have:

a. The authority and the duty to maintain, repair and otherwise manage the Common Areas and Landscape Maintenance Areas and all utilities, improvements and

landscaping thereon, all in accordance with the provisions of this Declaration. The Association is further required to maintain, at the Associations' cost, sprinkler systems in all center median landscape areas as described in exhibit 'B" hereto.

b. The authority and the duty to maintain the storm and drainage facilities within the Common Areas. Additionally, all irrigation of Common Areas, including irrigation within any swales in any road medians, shall be metered and paid for by the Association.

c. The authority and the duty to obtain, for the benefit of the Property, refuse collection and electric, water, and sewer services for the Common Areas. Refuse collection for the Dwelling units and payment therefore shall be up to each individual Dwelling Unit Owner.

d. The authority and the duty to grant easements, rights of way, or strips of land, where necessary, for utilities over the Common Areas to serve the Common Areas and the Lots.

e. The authority and the duty to maintain such policy or policies of liability and fire insurance with respect to the Common Areas and personal property, if any, owned by the Association as provided herein furthering the purposes of protecting the interest of the Association and Members and as directed by this Declaration and the By-Laws.

f. The authority but not the duty to employ or contract with a professional manager to perform all or any part of the duties and responsibilities of the Association, and the authority to delegate its authority to committees, officers and employees.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 5.01 Creation of the Lien and Personal Obligation of Assessments. Grantor, for each Dwelling Unit owned within the Property, hereby covenants, and each Owner of any Dwelling Unit by acceptance of a deed or real estate contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree, to pay to the Association (1) monthly Common Assessments for Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, and (4) Reconstruction Assessments, together with interest as set out herein, costs and reasonable attorney's fees for the collection thereof, shall be a lien on the Dwelling Unit and Lot thereunder, and shall be a continuing lien from the due date of the Assessment against the same, regardless of any transfer in ownership. Each such Assessment, together with such

interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Dwelling Unit at the time when the Assessment fell due.

Section 5.02 Creation of Fund. The Board of Directors shall establish a separate account (the "Association Maintenance Fund") into which shall be deposited all Assessments paid to the Association and from which disbursements shall be made in performance of functions by the Association. The Association Maintenance Fund shall include (1) an operating fund for current Common Expenses, and (2) a reserve fund for Common Expenses, which would not reasonably be expected to recur on an annual or less frequent basis. If an operating fund or reserve fund proves at any time to be inadequate for any reason, the board may at any time levy a supplemental Common Assessment, subject to the provision of Section 5.05 of this Article.

Section 5.03 Purpose of Common Assessments. The Common Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, recreation and welfare of the Owners and for the improvement and maintenance of the Common Areas. Common Assessments shall include without limitation, and the Association shall acquire and pay for out of the applicable funds derived from said Common Assessments, the following:

a. Water, sewer, electrical, lighting and other necessary utility services for the Common Areas. Each Dwelling Unit Owner shall be responsible for paying its own refuse collection service, water, and electricity usage, as well as any other individually measured utility or service, promptly when due.

b. Maintenance and repair of any non-dedicated, private streets or bike paths lying within the Common Areas, as well as all costs of snow removal and street cleaning related to said areas.

c. Landscape planting and maintenance by the Association of all landscaping, planted areas and sprinkler systems within the Common Areas, including commonly metered irrigation and electrical services.

d. Fire and casualty insurance with extended coverage as provided herein, covering the full insurable replacement cost of the Common Areas Improvements.

e. Liability insurance, as provided herein, insuring the Owners and the Association, its Directors and Officers against any liability to the public or to any Owner, their invitees or tenants, incident to their occupation and use of the Common Areas, and Landscape Maintenance Areas, with limits of liability to be set by the Board of Directors of the Association.

f. Worker's Compensation Insurance to the extent necessary to comply with any applicable laws, medical payments, insurance, liquor liability insurance and any other insurance deemed necessary by the Board of Directors of the Associaton.

g. Standard fidelity bonds covering all members of the Board of Directors of the Association and other employees and volunteers of the Association as and in an amount as determined by the Board of Directors, but not less than two times the sum of the annual Common Assessments of the Association.

h. Painting, Maintenance, repair and replacement of all buildings, equipment, recreation facilities, fences and landscaping in, on, and of the Common Areas, as the Board shall determine is necessary and proper.

i. All real estate taxes pertaining to the Common Areas, and applicable personal property taxes on property owned by the Association and used in the Common Areas, if any.

j. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay for pursuant to the terms of this Declaration or by law or which in the opinion of the Associations' Board of Directors shall be necessary or proper for the operation of the Common Areas or for the enforcement of the provisions of this Declaration.

Section 5.04 Adjustment of Common Assessment. From and after the Close of Sale of the first Lot and/or Dwelling Unit on the Property, the amount of the components which make up the monthly dollar amount of the Common Assessment for Dwelling Units or Commercial Unit pursuant to Section 5.03 above may be increased or decreased by the Board effective as of January 1 of each year thereafter without a vote of the membership, by not more than ten percent (10%) of either the annual Assessment amount charged for the most recent Assessment year or ten percent (10%). The monthly Common Assessment charged to the Owners of al Lots and/or Dwelling Units pursuant to Section 5.03(a) above may be increased or decreased by the Association by more than ten percent (10%) with the consent of at least two thirds (2/3) of the voting power of those Members, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than twenty (20) days nor more than sixty (60) days in advance of the meeting.

Section 5.05 Capital Improvement and Reconstruction assessments. In addition to the Common Assessment authorized above, the Board of Directors of the Association may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, a whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement or other such addition upon the Common Areas, including mixtures and personal property related thereto; provided that whenever the aggregate Capital Improvement and Reconstruction Assessments in any fiscal year exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, such excess shall require the consent of two-thirds (2/3) of the voting power of those Members, voting in person or by proxy, at a meeting duly called for such purposes, written notice of which shall be sent

Members not less than twenty (20 days nor more than sixty (60) days in advance of the meeting.

Section 5.06 Uniform Rate of Assessment and Due Date. Except as stated to the contrary herein, Common Assessments, Capital Improvement Assessments and Reconstruction Assessments provided for in this Article V shall be established at a uniform rate; provided, however, the Association may, subject to the provisions of this Article, levy Special Assessments against specific Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests or agents. All Assessments shall be due and payable at such frequency as the Board shall determine from time to time. Common Assessments may be collected in the Board's discretion, in advance on an annualized basis.

Section 5.07 Date of Commencement of Common Assessments; Financial Statements; Budget. The obligation for Common Assessments shall commence on the first day of the month following the Close of Sale of the first Dwelling Unit. Written notice of any change in the amount of any monthly Common Assessment shall be sent to every Owner not less than twenty (20) days prior to the effective date of such change. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the Assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of Assessments against a Unit is binding upon the Association as of the date of its issuance.

The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, including deposits in and withdrawals from any reserve funds, and shall cause to be distributed a copy of each such statement to each Member, and to each First Mortgagee who has filed a written request for copies of the same with the Board of Directors, in the manner provided in the By-Laws.

At least sixty (60) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the membership of the Association a written, itemized estimate (budget) of the income and expenses of the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and deposits into any reserve funds, less any expected income and accounting for any surplus from the prior year). If the estimated sums prove inadequate for any reasons, including non-payment of any Owner's Common Assessment, the Board may at any time levy supplemental Common Assessments, subject to the provisions of this Article.

Section 5.08 Exempt Property. The following portions of the Property subject to this Declaration shall be exempt from the Assessments herein:

a. All portions of the Property dedicated to and accepted by a local public authority;

b. The Common Areas;

c. All Lots and/or Dwelling units owned by the Grantor; provided, however, Grantor shall reimburse the Association as long as Grantor is an owner of a Lot and/or Dwelling unit, for its proportionate share of the remaining actual cost of Common Expenses after application of the Common Assessments, based on the number of remaining Lots owned by Grantor in relation to the total number of Lots in the Property owned by Grantor and those other persons with Dwelling Units in the planning stage or under construction as described in Section 5.08 (d) below; and

d. All Lots owned by persons other than the Grantor with Dwelling Units in the planning stage or under construction, until each such Dwelling Unit is sold to a consumer/ purchaser; provided, however, each such Owner shall reimburse the Association for such Owner's proportionate share of the remaining actual cost of Common Expenses after application of the Common Assessments, based on the number of such Lots owned by such Owner in relation to the total number of Lots in the Property owned by Grantor and other persons with Dwelling Units in the planning stage or under construction as described in this subsection.

ARTICLE VI

EFFECT OF NON-PAYMENT OF ASSESSMENTS REMEDIES OF THE ASSOCIATION

Section 6.01 Effect of Non-Payment of Assessment; Remedies of the Association. Any Common Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law, and the Owner responsible therefore may also be required further by the Board of Directors to pay each month a late charge of Five Dollars ($5.00) or five percent (5%) of the amount of the delinquent assessment or installment, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot and/or Dwelling Unit. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Unit.

If any installment of any Assessment is not paid within thirty (30) days after its due date, the Board may mail an Acceleration Notice to the Owner and to each First Mortgagee of a Dwelling Unit, which has requested a copy of the notice. The notice shall specify (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 and sale of the Lot and Dwelling unit, and (5) the legal description of the Lot and Dwelling unit. If the delinquent installments of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board may, at its option without further demand, enforce the collection of the full Assessment and all charges thereon in any manner authorized by law and this Declaration.

Section 6.02 Notice of Assessment. No action shall be brought to enforce any Assessment lien, unless at least ten (10) days have expired following the date a Notice of Assessment is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot/Dwelling unit, and a copy thereof has been recorded by the Association in the Office of the Kootenai County Auditor. The Notice of Assessment must recite a good and sufficient legal description of any such Lot/Dwelling Unit, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment at the highest rate allowed by law, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant. Such Notice of Assessment shall be signed and acknowledged by an officer of the Association. For the purposes of this Section 6.02, an Acceleration Notice given under Section 6.01 shall be deemed to be a Notice of Assessment if recorded in the Office of the Kootenai County Auditor.

Section 6.03 Foreclosure Sale. Any such sale provided for above may be conducted by the Board of Directors, its attorneys or other persons authorized by the Board in accordance with the provisions of the laws of the State of Idaho for judicially foreclosing mortgages. The Association through duly authorized agents, shall have the power to bid on the Lot and/or Dwelling Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 6.04 Curing a Default. Upon the timely curing of any default for which a Notice of Assessment or Acceleration Notice was filed by the Association, the officers thereof shall record an appropriate Release of Lien upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed One Hundred Fifty Dollars ($150.00), to cover the cost of preparing and recording such release. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the lien upon any Lot and/or Dwelling Unit created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request and payment of a reasonable fee, to be determined by the Board.

Section 6.05 Cumulative Remedies. The Assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment or unpaid Assessments, as above provided.

Section 6.06 Mortgage Protection. Notwithstanding all other provisions hereof, no lien created under Article V or VI, nor any breach of this Declaration, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the Beneficiary under any recorded First Mortgage upon a Lot and/or Dwelling Unit made in good faith and for value: provided that after such foreclosure or by means of the powers set forth in such Deed of Trust, such Unit shall remain subject to the Declaration and payment of all Assessments accruing subsequent to the date such Beneficiary or other person obtains title and claims for a share of unpaid Assessments reallocated to all units, including each unit foreclosed.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.01 No building shall be erected, except one detached single-family dwelling, which does not exceed two and one half stories in height, together with a private attached garage for not less than two cars. No dwelling, building or other structure shall be moved on to any lot; new construction being required. No tent, trailer, mobile home, boat or other vehicle or structure shall be used or allowed for human habitation on a temporary or permanent basis on any lot at any time. No lot, lots or parcels shall ever be enclosed or fenced by any fence or structure exceeding six feet in height.

Section 7.02 No building, house or dwelling shall be built, constructed, altered or erected on any lot unless the same be for single family residential purposes and contain the minimum amount of square feet of finished living area in the main structure, exclusive of open porches, basements and garages, as is set out in the BUILDING RESTRICTIONS.

a. All dwellings shall comply to the following minimum square footage requirements based on house style:

ONE STORY WITH BASEMENT	1,100 SQ. FT. MINIMUM
ONE STORY WITHOUT BASEMENT	1,200 SQ. FT. MINIMUM
TWO OR MORE STORY	1,500 SQ. FT. MINIMUM
SPLIT OR MULTI-LEVEL	1,400 SQ. FT. MINIMUM

Section 7.03 The Architectural Control Committee shall have the authority to allow detached garages and auxiliary use buildings provided these building match the exterior of the main structure in both material and exterior appearance, when, in the opinion of the Committee, said detached buildings would not be unduly detrimental to the neighborhood or inconsistent with the objective of these covenants.

Section 7.04 All buildings shall be constructed with shingle or tile roofing material expected to have a useful life of at least 25 years, or roofing material of comparable quality as determined by the Architectural Control Committee. Composition roofing shall be of the laminated multi-ply variety with contrasting or other distinctive tab lines. Wood roofing material is prohibited due to fire danger.

Section 7.05 All buildings shall be constructed with vinyl or lap siding, or siding approved by the Architectural Control Committee on all exterior walls. In addition to the lap siding, the front of the house shall have a masonry accent.

Section 7.06 All fencing shall be either cedar fencing, which matches the fencing on 15th Street, including stain color, or vinyl fencing in a color approved by the Architectural Committee. All fencing shall comply with the codes of the City of Coeur d'Alene.

Section 7.07 At no time shall the setbacks be less than the City minimums.

Section 7.08 All new construction commenced shall be completed within six months thereof and all side and front yards, including the portion of the right-of-way between the curb and the front property line, shall be landscaped and completed within 12 months from the date of completion of the building or occupancy thereof, whichever is first, except in the event of delay caused by weather conditions.

Section 7.09 No signs of any kind shall be displayed to the public view on any lot except for one temporary, professionally lettered sign of not more than three (3) square feet advertising the property for sale or rent, or signs used by a builder or the undersigned Owner to advertise during the construction and sales period. All exterior lighting must be of a controlled focus nature and intensity, and shall not disturb adjacent property owners.

Section 7.10 No satellite dish or broadcast transmission antenna shall be permitted on any lot except when located in the rear yard where it cannot cast a shadow on adjoining lots. All public and private utility lines shall be located underground.

Section 7.11 Each owner of a lot shall, not later than 6 months after the date of first occupancy of a residence on the lot, plant, cultivate and maintain 3 trees with an initial trunk caliper of no less than 1 inch in diameter. The trees shall be located in the front yard area. Corner lot owners shall not plant or maintain vegetation, which could create a traffic hazard by obscuring site distances.

Section 7.12 All landscaping shall be maintained in an orderly and sightly manner including the area between the property lines and curb. Owners shall plant and maintain grass in the grassy swale storm drain area between the sidewalk and curb of their lot. Owners shall not allow any structures, filling, change in grade, or other blockage or obstruction of the drainage area.

Section 7.13 No building or structure shall be erected, placed or altered on any lot until the construction plans, elevations, specifications and a site plan showing vertical elevations and the location of the structure have been approved by the Architectural Control Committee as to compliance with these covenants, quality of workmanship and materials, compatibility with the neighborhood, harmony of external design with existing structures and as to location with respect to topography, finish grade elevation and adjoining property.

a. Requests for approval shall be in writing to the address below and shall include a postage paid return envelope.

b. The membership of the Architectural Control Committee shall initially be composed of:

JOHN NOBLE
C/0 CEDAR RIDGE HOMES, INC.
PMB 163, 2900 GOVERNMENT WAY
COEUR D'ALENE, ID 83815

c. A majority of the committee may remove a member without cause or designate a representative to act for it. In the event of death or resignation of any member(s) of the committee, the remaining member(s) shall have full authority to designate successors. Neither the members of the committee, nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant. At any time, the undersigned may appoint a successor committee consisting of three individuals, to assume membership and control of the Architectural Control Committee.

ARTICLE VIII

MAINTENANCE AND REPAIR OBLIGATIONS

Section 8.01 Maintenance Obligations of Owners. It shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Declaration regarding architectural approval, to maintain, repair, replace and restore areas subject to his exclusive control in a neat, sanitary and attractive condition. Areas subject to the

exclusive control of a Lot Owner shall be deemed to include, without limitation, the Owner's Unit and areas within such Owner's Lot, and any landscaped areas between such Owner's Lot and the frontage Street for such Lot. Each Owner shall maintain the driveway and sidewalks if any, located on such Owner's Lot. In the event that any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall in disrepair or not to be so maintained so as to create a dangerous, obstructed, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Board shall have either the right to seek any remedies at law or in equity which it may have, and the right, but not the duty, after Notice and Hearing, to enter upon such Owner's Lot, to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the Owner. Said cost shall be a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration.

ARTICLE IX

CHARGES FOR UTILITY SERVICES

Section 9.01 Direct Charges. Charges to an individual Dwelling Unit for natural gas, power or electricity will be made directly by the applicable utility company to the Dwelling Unit Owner beginning with the first occupancy of the Dwelling unit. First occupancy means when the first individual service is requested for an Owner or renter of the Dwelling Unit. Charges for telephone, cable television and individual security services will be similarly charged directly to the Owner or renter for the service.

Section 9.02 Water, Sewer and Garbage Charges to be paid Directly. Water, sewer and garbage service will also be charged by the purveyor directly to, and paid by, the individual Owner.

ARTICLE X

USE RESTRICTIONS

All real property within the property shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Grantor in Article XVI hereof.

Section 10.01 Single Family Dwelling Units; Leases. Each Dwelling Unit shall be used as a residence for a single family and for no other purpose. No unit shall be leased or rented for less than six (6) months, without prior written approval by the Association Board of Directors.

Section 10.02 Business or Commercial Activity. Unless permitted by the City of Coeur d'Alene, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any commercial, manufacturing, mercantile, retail, wholesale, storage, vending or other business purposes; except Grantor, its successor or assigns, may use any portion of the Property for model home sites, and display a sales office during the construction and/or sale period.

Section 10.03 Nuisances. No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any Lot and/or Dwelling Unit or the Common Areas, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner, including continually barking dogs. Except for snow removal equipment, no lawn mower, chain saw, or other loud, noise generating device shall be operated on any Lot between the hours of 8:00 PM to 7:00 AM. The Board of Directors shall have the right to determine in accordance with the By-Laws if any noise, odor, interference or activity producing such noise, odor or interference constitutes a nuisance. No Dwelling Unit Owner or tenant/guest thereof shall be allowed to store any boat, unused vehicle, golf cart, camper, R.V., trailer or the like anywhere on the Property, except within a garage or behind a Board-approved sight obscuring fence or behind a sight obscuring fence compliant with Section 7.04 ~~(a)~~, for more than 48 hours. Exposed, unlicensed and unused vehicles shall not be permitted.

Section 10.04 Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Property or any Dwelling Units, except signs, regardless of size, used by Grantor, its successors and assigns to advertise the Property during construction and sale or lease period, and such signs as may be placed on a Lot by an owner to advertise the sale of the same (provided the same is not in excess of two (2) feet square).

Section 10.05 Unlawful Activity. No improper, offensive or unlawful use shall be made of the properties nor any part thereof and all valid laws, zoning ordinances and the regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 10.06 Animal Restrictions. No insects, reptiles, poultry or animals of any kind shall be raised, bred or kept in or on any Lot, Dwelling Unit, Commercial Unit or the Common Areas, except that usual and ordinary dogs, cats, fish, birds and other household pets (excluding, without limitations, equine, bovine, sheep, swine and goats) may be kept within the Units, provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities, nor in violation of the rules and regulations adopted by the Association as provided in the By-Laws or the applicable ordinances of the City of Coeur d'Alene, Idaho. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) small pets per household; Provided However, that the Association (or the Board or such other person as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. The Association, acting through the Board of Directors, shall have the right to prohibit maintenance of any animal which constitutes,

in the opinion of the Board, a nuisance to any other Owner or guest thereof. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Property must be kept either within an enclosure or on a leash being held by a person capable of controlling the animal. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the property by an Owner or by members of his family, his tenants or his guests, and it shall be the absolute duty and responsibility of each such Owner of an animal to clean up after such animals which have used any portion of the Common Areas, Lots and/or Dwelling Units. Absolutely no dog runs or kennels will be allowed anywhere on the Property.

Section 10.07 Trash, Firewood Storage. No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Lot and/or Dwelling unit, or Common Areas, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of neighboring Dwelling Units only when set out for a reasonable period of time (not to exceed twelve (12) hours) before and after scheduled trash collection hours. Additionally, all firewood, coal, presto-logs, etc. of any kind shall be stored within the Dwelling Unit, garage, or rear or side yard with proper screening, and not in view of the public.

Section 10.08 Insurance Rates. Nothing shall be done or kept in the Property which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Property which would result in the cancellation of insurance on any property insured by the Association which would be in violation of any law.

Section 10.09 Drainage. There shall be no interference with the established drainage pattern over any Lot within the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Board. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time that the Dwelling Unit on such Lot is conveyed to a consumer/purchaser from grantor or other builder, or that which is shown on any plans approved by the Board, which may include drainage from the Common Areas over any Lot and/or Dwelling unit in the Property.

Section 10.10 Violation of Governing Instruments. There shall be no violation of the restrictions of this Declaration or of the rules and regulations of the Association adopted in accordance with the provisions of the By-laws. If any Owner, his or her family, guest, licensee, lessee or invitee violates any such restrictions, the Board may impose a reasonable suspension of voting privileges of such Owner as further provided in the By-Laws, as well as reasonably suspend the rights of said persons to use the Common Area facilities. Additionally, the Board may seek any other remedies provided herein or by law.

Section 10.11 No Warranty of Enforceability. While Grantor has no reason to believe that any of the provisions contained in this Declaration are or may be invalid or unenforceable for any reasons or to any extent, Grantor makes no warranty or representation as to the present or future validity or enforceability of any such covenants, conditions and restrictions. Any Owner acquiring a Lot and/or Dwelling unit in the Property in reliance of one or more of such provisions shall assume all risks of the validity and enforceability thereof and, by acquiring a Lot and/or Dwelling Unit, agrees to hold Grantor harmless therefrom.

ARTICLE XI

EASEMENTS

Section 11.02 Landscape. Grantor reserves an easement for itself, its successors and the Association across all of the Common Areas and all of the Landscaping Maintenance Areas to install, maintain, repair and replace fencing and landscaping at the discretion of the Grantor, without, however, any obligation to do so.

Section 11.02 Perimeter Fence Easement. Grantor reserves a ten (10') foot easement for itself, its successors and the Association adjacent to and along the 15th Street perimeter of the Property for the installation, maintenance, repair and replacement of any fence installed by Grantor and/or the Association. Within the easement, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the perimeter fence. If fences are placed in any easement area, other than the outside perimeter fence and fencing in the Common Area, it will be the Lot Owner's responsibility to remove it if necessary for the installation, maintenance, repair or replacement of the utilities, drainage facilities or perimeter fence. Provided further that no Lot Owner shall be allowed to alter or change the structural composition, color, and/or location of any perimeter fencing maintained by the Association within the ten (10') foot easement provided herein. No Lot Owner may affix any foreign materials or substance to the interior portion of any perimeter fencing maintained by the Association within said ten (10') foot easement.

ARTICLE XII

OWNER'S PROPERTY RIGHTS

Section 12.01 Owners' Easement of Enjoyment. Every Owner shall have a non-exclusive right of ingress and egress to and over all easements created by the Plat of Echo Glenn and the Common Areas and a non-exclusive right of enjoyment to the Common

Areas which shall be appurtenant to and shall pass with title to every Lot and Dwelling Unit, subject to the following provisions:

a. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas.

b. Subject to the provisions of Article XV of this Declaration, the right of the Association to dedicate, release, alienate or transfer all or any part of the Common Areas to any public agency, authority, utility or other person for such purposes and subject to such conditions as may be agree to by the Members. With the exception of conveyance of easements for utilities serving the Common Areas, the Common Areas shall not be sold, transferred or conveyed by the Association without this Declaration being validly amended to provide for the same.

c. The rights and reservations of Grantor as set forth in Article XVI of this Declaration.

d. The rights and reservations of Grantor as set forth in Paragraph F of the Recitals hereof.

e. The right of the Association (by action of the Board) to reconstruct, replace or refinish any improvement or portion thereof upon the Common Areas, in accordance with the design, finish or standard of construction of such improvement, or of general improvements within the Property, as the case may be; and not in accordance with such original design, finish or standard of construction only with the vote or written consent of a majority of each class of voting membership in the Association.

f. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Areas.

g. The rights of any First Mortgagee as set forth in Article XV of this Declaration.

h. Easements for public services, including but not limited to the right of firefighters, postal carriers and garbage men to enter upon any part of the Common Areas.

Section 12.02 Waiver of Use. No Owner may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Lot and/or Dwelling Unit or other property owned by him from liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and the facilities thereon or by abandonment of his Lot, Dwelling unit, Commercial Unit or any other Property.

ARTICLE XIII

INSURANCE

Section 13.01 Casualty Insurance on Common Areas. The Association shall keep all insurable improvements and fixtures of the Common Areas insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

Section 13.02 Liability and Other Insurance. The Association may obtain general comprehensive public liability insurance and worker's compensation insurance, insuring the Board, the Association, the Owners, Grantor and managing agent, if any, against any liability to the public or the Owners of Lots and/or Dwelling Units and their invitees or tenants incident to the ownership of the Common Areas. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board, the officers of the Association and the manager and any volunteers against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the requirements for planned unit developments established by the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), and the Federal Home loan Mortgage Corporation ("FHLMC"), so long as any of which is a Mortgagee or an Owner of a Lot, Dwelling unit or Commercial Unit in the Property, except to the extent such coverage is not available or has been waived in writing by the FNMA, GNMA and FHLMC, as applicable.

Section 13.03 Manner of Apportioning Assessment for Insurance. Premiums for fire and casualty coverage of Common Area property and general liability coverage insuring the Board, the Association, the Owners, Grantor and managing agent, if any, against liability incident to the ownership and management of the Common Areas, shall all be borne equally by all Owners and thus included in the regular Common Assessments of the Owners as levied by the Association.

Section 13.04 Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE XIV

DAMAGE, DESTRUCTION OR CONDEMNATION

Section 14.01 Damage or Destruction of Common Area. Damage to or destruction of all or any portion of the Common Areas shall be handled in the following manner:

a. In the event of damage or destruction any of the Common Areas, and the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

b. If the insurance proceeds are within Five Thousand Dollars ($5,000.00) or less of being sufficient to effect total restoration to the Common Areas, then the Association shall cause such Common Areas to be repaired and reconstructed substantially as they previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment equally against each of the Unit Owners, in accordance with the provisions of Article V, Section 5.06 of this Declaration.

c. If the insurance proceeds are insufficient by more than Five Thousand Dollars ($5,000.00) to effect total restoration to the Common Areas, then by written consent or vote of majority of the Members of the Association, the Members shall determine whether (1) to rebuild an restore in substantially the same manner as the improvements existed prior to damage and to raise the necessary funds over the insurance proceeds by levying equal Reconstruction Assessments against all Units, (2) to rebuild and restore in a way which utilizes all available insurance proceeds and an additional amount not in excess of Five Thousand Dollars ($5,000.00) and which is assessable equally to all Unit Owners, but which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged, or (3) subject to the provisions of Article XV, to not rebuild and to distribute the available insurance proceeds equally to the Owners and Mortgagees of Units as their interest may appear.

d. Each Member shall be liable to the Association for any damage to the Common Areas not fully reimbursed to the Association by insurance proceeds arising out of or caused by the willful or negligent act of any Owner, his family, guests, or invitees. Repair or replacement shall be done at the Owner's expense, or, after Notice and Hearing, a Special Assessment therefore shall be made by the Board against the Owner and his Unit.

Section 14.02 Condemnation of Common Area. Except as provided herein, if all or any part of the Common Areas shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the provisions of this

section shall apply. The Board shall provide each Owner and each First Mortgagee with a written notice of the commencement of any such condemnation proceeding and of any proposed sale or disposition in lieu of or in avoidance of such proceeding.

All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association. In the event that all of the Common Areas are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condemnation Award shall be divided equally among the Owners and Mortgagees of the Dwelling units and Lots as their interests may appear.

In the event that less that the entire Common Areas are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the rights, title, interests, privileges, duties and obligations of an Owner and Mortgagee with respect to the Common Areas not so taken or condemned shall continue in full force and effect as provided in this Declaration.

Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 14.01 above.

ARTICLE XV

MORTGAGEE PROTECTION CLAUSE

Section 15.01 Notwithstanding any and all provisions hereof to the contrary, the following provisions are added hereto (and to the extent these added provisions conflict with any provisions of the Declaration these added provisions shall control):

a. Each First Mortgagee of a Mortgage encumbering any Lot or Unit, at its written request, is entitled to written notification from the Association of any default by the Mortgagor or such Lot or Unit in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the By-laws, which default is not cured within thirty (30) days after the Association learns of such default.

b. Unless at least seventy-five percent (75%) of First Mortgagees have given their prior written approval neither the Association nor the Grantor shall:

1. subject to Idaho noon-profit corporation law to the contrary, by act or omission seek, to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the Common Areas and the improvements thereon which are owned by the Association;

(The granting of easements for public utilities or for other public purposes or consistent with the intended use of such property by the Association as provided in this Declaration, shall not be deemed a transfer within the meaning of this clause).

2. change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit Owner, or the method of allocating distributions of hazard insurance proceeds or condemnation awards;

3. by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of the Units, the maintenance of the exterior walls or common fences and driveways, or the upkeep of laws and planting in the Property;

4. amend this Declaration or the Articles of Incorporation or By-Laws of the Association in such a manner that the rights of any First Mortgagee will be adversely affected.

c. First Mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during normal business hours, (2) require from the Association the submission of annual financial reports and other financial data within ninety (90) days following the end of any fiscal year of the Association, (3) receive written notice of all meetings of the Members, and (4) designate in writing a representative to attend all such meetings.

d. The Board shall secure and cause to be maintained in force at all times a fidelity bond for any person handling funds of the Association, including, but not limited to, employees and volunteers of any professional manager.

ARTICLE XVI

GRANTOR EXEMPTION

Section 16.01 Grantor or its successors or assigns will undertake the work of developing the Common Areas and the infrastructure for the Lots to be used as building sites for Dwelling Units. The completion of that work and age of the lots are essential to the establishment and welfare of the Property as a first-class residential community. In order that said work may be completed and the Property established as a fully occupied residential community as rapidly as possible, no Owner nor the Association shall do anything to interfere with, and noting in this Declaration shall be understood or construed to:

a. Prevent Grantor, its successors or assigns, or its or their contractors or

subcontractors, from doing on any Lot and /or Dwelling Unit owned by them whatever they determine to be necessary or advisable in connection with the completion of said work; or

b. Prevent Grantor, its successors or assigns, or its or their representatives, from erecting, constructing and maintaining on any Common Area or any Unit or portion thereof owned or controlled by Grantor, or it successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Property as a residential community and disposing of the same in Lots or Dwelling Units by sale; or

c. Prevent Grantor, its successors or assigns, or its or their contractors or subcontractors, from conducting on any Lot or Dwelling unit owned or controlled by Grantor, or its successors or assigns, its or their business of developing, grading and constructing Dwelling units and other improvements in the Property as a residential community and of disposing of Lots and/or Dwelling Units thereon by sale; or

d. Prevent Grantor, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on the common Areas or any Dwelling Unit owned or controlled by any of them as may be necessary in connection with the sale, lease or other marketing of Lots and/or Dwelling units in the Property; or

e. Prevent Grantor, at any time prior to acquisition of title to a Lot and/or Dwelling Unit by a purchaser from Grantor, to establish on the Lot additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property.

ARTICLE XVII

GENERAL PROVISIONS

Section 17.01 Enforcement. This Declaration, the Articles of Incorporation and the by-Laws may be enforced as follows:

a. Breach of any of the covenants, conditions and restrictions contained in the Declaration or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by an Owner, including Grantor, or by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the Court may deem reasonable, interest thereon, costs of collection and Court costs.

b. The result of every act or omission whereby any of the covenants, conditions and restrictions contained in this Declaration or the By-Laws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association or it successors-in-interest.

c. The remedies herein provided for breach of the Covenants, conditions and restrictions contained in this Declaration or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

d. The failure of the Association or any Owner to enforce any of the covenants, conditions or restrictions contained in this Declaration or in the By-Laws shall not constitute a waiver of the right to enforce the same thereafter.

e. A breach of covenants, conditions or restrictions contained in this Declaration or in the By-Laws shall not affect or impair the lien or charge or any bona fide First Mortgage or Deed of Trust made in good faith and for value on any Lot and/or Dwelling Unit thereon; Provided, however, that any subsequent Owner of such property shall be bound by said covenants, conditions and restrictions, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

Section 17.02 Severability. Invalidation of any of these covenants, conditions or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 17.03 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association and the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successive Owners and assigns, for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time said covenants, conditions, restrictions, reservations of easements and equitable servitudes shall be automatically extended for successive periods of ten(10) years, unless a Declaration of Amendment or Termination meeting the requirements of an amendment to this Declaration as set forth in Section 17.05 of this Article XVII has been recorded, agreeing to change or terminate said covenants and restrictions in whole or part.

Section 17.04 Interpretations. The provision of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community, and for the maintenance of the Common Areas and other items as set forth herein.

The article and section headings have been inserted fro convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction; the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter shall include the masculine, feminine and neuter.

Section 17.05 Amendments. This Declaration may be amended only by the affirmative vote or written consent of not less than seventy-five percent (75%) of the voting power of each class of Members; and provided further, that the prior written approval of Grantor must be obtained before Article XVI may be amended. Notwithstanding the foregoing, until the Close of Sale of the first Dwelling unit in the Property, Grantor shall have the right to terminate or modify this Declaration by recordation of a supplement hereto setting forth such termination or modification. Any supplement or amendment to this Declaration must be signed by at least two (2) officers of the Association, indicating that the requisite approvals have been obtained, and such amendment or supplement must be recorded in the Office of the Kootenai County Auditor.

Section 17.06 Annexation. An Annexation Agreement has been executed by the Developers of this property and the City of Coeur d'Alene. That agreement was recorded April 5,2 002. The terms and conditions of that agreement are hereby incorporated herein and shall run with the land and shall be binding upon all persons claiming under them, and are for the benefit, enjoyment and limitation upon all future owners of the property.

Section 17.07 No Public Right of Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public, or for any public use.

Section 17.08 Notice and Acceptance. Every Person who owns, occupies or acquires right, title, estate or interest in or to any Lot and/or Dwelling unit or other portion of the Property does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to those restrictions is contained in the instrument by which such Person acquires an interest in the Property, or any portion thereof.

Section 17.09 Reservation of Easements. Reciprocal, non-exclusive easements are hereby reserved for the benefit of Owners of adjoining Units for the control , maintenance and repair of the utilities serving adjoining Units. Grantor expressly reserves for the benefit of all of the real property in the Property, and the Owners and the Association, reciprocal non-exclusive easements for access, ingress and egress to all Units, and over the Common Areas, for the purposes and the enjoyment of the Units in accordance with this Declaration, including without limitations for installation and repair of utility services, for drainage over, across and to adjacent Units for water resulting from the normal use of adjoining Dwelling units, and for Maintenance and repair of the Landscape Maintenance Areas.

Section 17.10 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail postage prepaid, addressed to any Person at the address given by such Person to the Association for the

purpose of service of such notice, or to the residence of such Person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 17.11 No Representation or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Grantor or its agents or employees in connection with the Property or any portion of the Property, or any improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration.

Section 17.12 Termination of Any Responsibility of Grantor. In the event that Grantor shall convey all of its rights, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then in such event, Grantor shall be relieved of the performance of any further duty or obligation hereunder; provided that, except in the event of foreclosure, in order for Grantor to be so relieved of liability, such transferee shall expressly assume all such duties and obligations and shall first be approved by any lender of Grantor holding a mortgage on all or any portion of the Property (which approval shall not be unreasonably withheld).

The undersigned have executed this Declaration on the date first above written.

GRANTOR:

CEDAR RIDGE HOME, INC.

By:_____
John Noble, President

TALL PINES PROPERTIES

By:_____
John Noble, General Partner

STATE OF IDAHO)
)ss
COUNTY OF KOOTENAI)

On this _____ day of November, 2002, before me, a Notary Public in an for said State, personally appeared JOHN NOBLE, known or identified to me to be the President of CEDAR RIDGE HOMES, INC. and the General Partner of TALL PINES PROPERTIES, that he executed the within instrument on behalf of said corporation and partnership and acknowledged to me that such corporation and partnership executed the same.

_____
NOTARY PUBLIC for the State of Idaho
Residing at:_____
My Commission Expires: _____

EXHIBIT "A" TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS OF EASEMENTS
FOR
ECHO GLENN
LOCATED IN COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Lots 1 through 18, Block 1, Echo Glenn, according to the Plat recorded at Book I, Page 370, Kootenai County Recorder.

Lots 1 through 7, Block 2, Echo Glenn, according to the Plat recorded at Book I, Page 370, Kootenai County Recorder.

Lots 1 through 5, Block 6, Echo Glenn, according to the Plat recorded at Book I, Page 370, Kootenai County Recorder.

Lot 1, Block 4, Echo Glenn, according to the Plat recorded at Book I, Page 370, Kootenai Couinty Recorder.

EXHIBIT "B" TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS OF EASEMENTS
FOR
ECHO GLENN
LOCATED IN COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

The landscaped areas located within those portions of the public rights-of-way of 15th Street, the ten foot (10') bike path easement, which runs along the rear yards of all the lots which back up to 15th Street, and the center median on Hoffman Avenue, which leads into the subdivision.
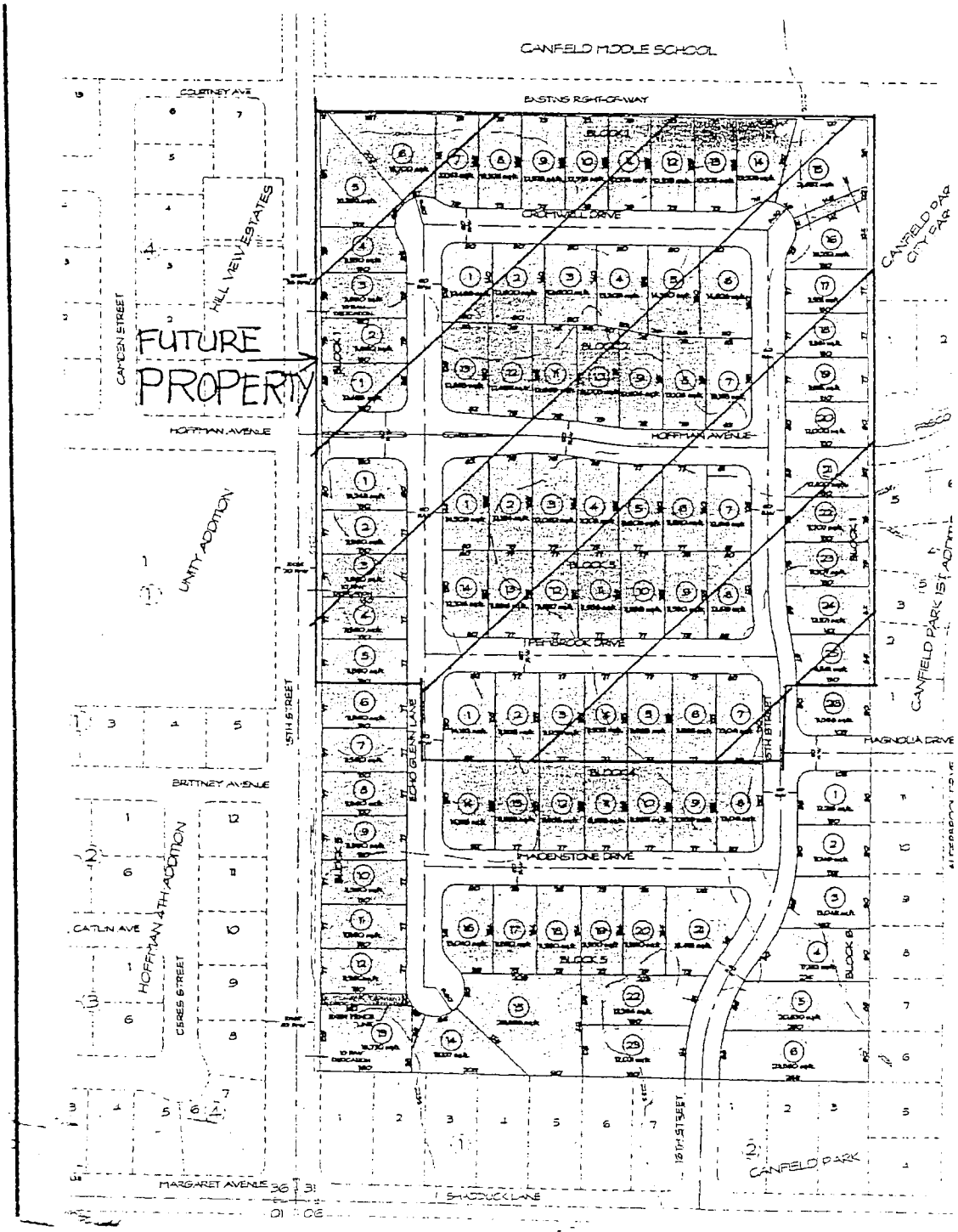
EXHIBIT "C" TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS OF EASEMENTS
FOR
ECHO GLENN
LOCATED IN COEUR D'ALENE, KOOTENAI COUNTY, IDAHO