

Instrument # 942309  
Bonner County, Sandpoint, Idaho  
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Recorded for: BRYAN QUAYLE  
Michael W. Rosedale Fee: \$25.00  
Ex-Officio Recorder Deputy      *CB*  
Index to: CONDITIONS COVENANTS & RESTRICTIONS

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
RIVER VIEW RIDGE

The undersigned, Priest River Investments, LLC., an Idaho limited liability company, (hereinafter referred to as "Declarant") is the current Owner, in fee or as purchaser under contract of sale, of the real property located in Bonner County, Idaho, more particularly described on **Exhibit "A"** attached hereto and by this reference is incorporated herein (hereinafter referred to as "the Property"). Declarant hereby adopts the following Covenants, Conditions and Restrictions for RIVER VIEW RIDGE (hereinafter referred to as "the Project" located at the Property) and declares that the following shall apply to the Property. These Covenants, Conditions and Restrictions ("Declaration") shall run with the land and shall bind the successors-in-interest, purchasers, assigns, heirs and any party having acquired any right, title or interest in or to any part of the Property from Declarant until the Declaration is terminated.

This Declaration is intended to regulate the development and use of the Project for the mutual benefit of future owners and occupants. The project will be a planned unit development. The Declarant intends that this Declaration comply with the ordinances of the City of PRIEST RIVER, Idaho. Where inconsistent, the most restrictive regulations in this Declaration or the City of PRIEST RIVER Ordinances shall apply. THIS DOCUMENT DOES NOT AND CANNOT ALTER THE LAW OF THE CITY OF PRIEST RIVER.

1. The Property shall be used only for the purposes set forth in this Declaration, as permitted by the applicable ordinances of the City of Priest River, laws of the State of Idaho and the United States, and as set forth in RIVER VIEW RIDGE Documents or other specific recorded covenants affecting all or any part of the Property.
2. No motorized vehicles of any kind may be parked, stored, kept or placed on any portion of the Property except in the driveway or an enclosed garage. This restriction, however, will not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to the Property or to Declarant or other Owners. Only currently licensed vehicles shall be on the Property.

3. No work on automobiles or other vehicle repair will be performed in any portion of the Project visible or exposed to the view of other Owners except in emergencies. All repair work shall be done in Owner's garage or off the Property. No abandoned or inoperable vehicles of any kind will be stored or parked on or any portion of the Property, except as provided below. An "abandoned or inoperable vehicle" is defined as any vehicle that has not been driven under its own propulsion for a period of three weeks or longer; provided, however, this will not include vehicles parked by Owners while on vacation or residing away from the Property.

4. No more than three (3) domestic pets (dogs, cats, birds, reptiles or living creatures of any kind) are allowed per Residence and all pets shall be kept within the Property and are subject to the following restrictions:

4.1. Raising or housing of any animal on a commercial basis, including but not limited to livestock or poultry of any kind, kenneling and breeding, is prohibited. No animals other than domestic household pets are allowed on the Property.

4.2. Containment. Domestic pets shall be kept within the perimeter of the Owner's Property and shall not be permitted to run at large at any time. Dogs that are leashed may not be left unattended. Pets shall be managed and controlled in such a way as to not become a nuisance due to excessive noise, odors or any other characteristics that may impair the enjoyment of the Property of other Owner's.

4.3. Leashes. Pedestrians within the Property who are accompanied by dogs must have the dogs under the pedestrian's direct control by use of a leash not to exceed 10 feet in length.

4.4. Damage by Pets. Owners and their guests are responsible for any damage to Common Areas, to other real or personal property, or to individuals within the Property cause by their pets.

4.5. No Alterations to Common Area. Nothing shall be altered or constructed in a Common Area to house or accommodate pets.

5. Windows shall be covered by drapes, blinds, shades or shutters or as approved by the Association and shall not be covered with blankets, sheets, foil, cardboard, or similar material.

6. No use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound-producing device, so as to be audible to occupants of other Property, except for security alarm devise used exclusively for security purposes, will be permitted on any portion of the Property.

7. Snow clearance and/or removal is the responsibility of the owner, and Owners shall not clear or remove snow from Owner's driveways or walkways onto Common Areas or road.

8. Landscape Maintenance of the Common Area, including the Trails, shall include but may not be limited to mowing grass, weeding, removing debris and is the responsibility of the Association. Landscaping shall not be altered by removing or adding to landscaping in any way without the written consent of the Association.

9. Fencing is allowed in the back-yard of individual lots and shall be 6 feet tall and of a material and color complementing the development and as may be approved by the Architectural Committee.

10. Assessments may be assessed and will become a lien against Lots in accordance with the Bylaws. The sums required by the Association for common expenses as reflected by the annual budget and any supplemental budgets shall be paid annually as specified in the Bylaws.

11. All assessments and other receipts received by the Association pursuant to the provisions hereof shall belong to the Association.

12. The Board shall acquire and pay for, as common expenses of the Association, all goods and services reasonably necessary or convenient for the efficient and orderly functioning of Association. The goods and services shall include, but not be limited to, utility services for the common areas and facilities; policies of insurance and fidelity bonds; legal and accounting services; maintenance, repair, landscaping, gardening, and general upkeep of the common areas and facilities (except where the Owners have such responsibility under the provisions hereof); and all supplies, materials, fixtures, and equipment that are in the Board's judgment necessary or desirable for the operation of the Association and enjoyment of it by the Owners. The Board may hire such full-time or part-time employees as it considers necessary.

13. All sums assessed by the Association chargeable to any Lot or Owner (together with interest, late charges, costs and attorney's fees in the event of delinquency) shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot when assessed. All remedies for payment shall be maintainable without foreclosing or waiving the liens securing payment.

14. The Board, in accordance with the Bylaws, may from time to time establish late charges and a rate of interest to be charged on assessments that may thereafter become delinquent.

15. This Declaration shall take effect upon recording.

16. Declarant reserves the right to assign, transfer, sell, lease or rent all or a portion of the Property then owned by it and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

17. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation, partnership or association which will assume the duties of Declarant pertaining to the particular rights, power and reservations assigned, and upon any such person, corporation, partnership, or association evidencing its intent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such

assignment, have the same rights and duties as are given to and assumed by Declarant herein. In the event of assignment, Declarant shall be released from any liability from the date of assignment forward.

18. In the event Declarant shall convey all of its right, title and interest in and to the Development to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligation hereunder.

19. Declarant reserves the right to amend this Declaration from time to time.

PRIEST RIVER INVESTMENTS, LLC

BY:

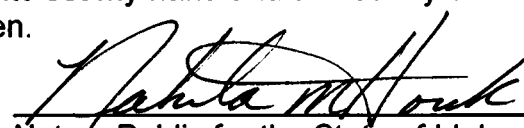
  
Robert L. Newell, Manager

STATE OF IDAHO )  
                          ) ss.  
County of Kootenai )

On this 12<sup>th</sup> day of June 2019, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared Robert L. Newell, known or identified to me to be the Managing Member of Priest River Investments, LLC., and acknowledged to me that he is authorized to sign on behalf of the company, and acknowledged to me that such company executed the same.

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



  
Notary Public for the State of Idaho  
Residing at: Kootenai County  
Commission Expires: Jan 22<sup>nd</sup> 2020

## EXHIBIT A

**A parcel of land lying in the north half of Section 24, Township 56 North, Range 5 West, Boise Meridian, Bonner County, Idaho being:**

**Lot 1, Kaniksu Acre Tracts, less the West 400 feet, as recorded in Book 1 of Plats at Page 157, Records of Bonner County, Idaho.**

**Lot 2, Kaniksu Acre Tracts, as recorded in Book one of Plats at Page 157, Records of Bonner County, Idaho, and a portion of the vacated right-of-way recorded as Instrument Number 166273.**

**A portion of Lot 4, Block 7, Fairport Addition, as recorded in Book 1 of Plats at Page 190, Records of Bonner County, Idaho.**

**And more particularly described as follows:**

**Commencing at the Center Quarter Corner of said Section 24, from which the North Quarter Corner bears  $N00^{\circ}27'14''E$ , a distance of 2647.23 feet;**

**Thence,  $N00^{\circ}27'14''E$ , along the North/South mid-section line, 164.35 feet to a point;**

**Thence,  $S89^{\circ}32'46''E$ , a distance of 35.00 feet to the Southwest corner of Lot 2, Kaniksu Acres Tracts, and the TRUE POINT OF BEGINNING.**

**Thence,  $N00^{\circ}27'14''E$ , a distance of 72.25 feet to a point;**

**Thence,  $N89^{\circ}32'46''W$ , a distance of 17.50 feet to a point on the centerline of the vacated right-of-way of First Street.**

**Thence,  $N00^{\circ}27'14''E$ , a distance of 100.01 feet to a point;**

**Thence,  $S89^{\circ}34'15''W$ , a distance of 18.20 feet the Southeasterly corner of Lot 4, Block 7, Fairport Addition;**

**Thence  $N44^{\circ}15'50''W$ , a distance of 15.43 feet to the beginning of a tangent curve to the left, having a radius of 95.00 feet and a long chord which bears  $N67^{\circ}13'27''W$ , a distance of 74.12 feet;**

**Thence, along said curve to the left, through a central angle of  $45^{\circ}55'14''$ , an arc length of 76.14 feet to a point,**

**Thence,  $S89^{\circ}48'56''W$ , a distance of 68.41 feet to a point on the Easterly right-of-way of Third Street;**

**Thence,  $N16^{\circ}19'25''E$ , along the Easterly right-of-way of Third Street, a distance of 62.58 feet to the Northwest corner of said Lot 4;**

**Thence, leaving said right-of-way,  $N89^{\circ}48'56''E$  a distance of 148.92 feet to a point on the centerline of the vacated right-of-way of First Street;**

**Thence, along the centerline of said vacated right-of-way,  $N00^{\circ}27'14''E$  a distance of 73.26 feet to a point on the centerline of said vacated right-of-way of First Street and 17.50 feet west of the Northwest corner of Lot 2, Kaniksu Acre Tracts;**

**Thence,  $S88^{\circ}28'14''E$ , along the Northerly line of Said Lot 2, Kaniksu Acre Tracts, a distance of 427.24 feet to a point at the southeast corner of the West 400 feet of Lot 1, Kaniksu Acre**

**Tracts, said point being a 3/4" rebar;**

**Thence, N00°32'15"E, along the east line of said West 400 feet of Lot 1, a distance of 390.23 feet to a point on the North line of said Lot 1, Kaniksu Acre Tracts, said point being a 3/4" rebar;**

**Thence, along the North line of said Lot 1, Kaniksu Acre Tracts, S89°08'12"E, a distance of 378.95 feet to a point;**

**Thence, S23°50'18"E, a distance of 439.88 feet to a point on the right-of-way of Larch Street, said point being a 3/4" rebar;**

**Thence, along the right-of-way of Larch Street, the following courses;**

**S 56°33'24"W, a distance of 243.90 feet;**

**S 46°54'05"W, a distance of 62.02 feet;**

**S 39°04'58"W, a distance of 161.46 feet;**

**S 34°16'50"W, a distance of 36.94 feet to the southeast corner of said Lot 2, Kaniksu Acre Tracts, said point being a 3/4" rebar;**

**Thence, leaving said right-of-way of Larch Street, N88°28'13"W, a distance of 601.49 feet to a point on the easterly right-of-way of First Street and the TRUE POINT OF BEGINNING.**

Instrument # 1013443  
Bonner County, Sandpoint, Idaho  
10/26/2022 02:31:18 PM No. of Pages: 2  
Recorded for: BRYAN QUAYLE  
Michael W Rosedale Fee: \$13 00  
Ex-Officio Recorder Deputy  
Index to CONDITIONS COVENANTS & RESTRICTIONS

FIRST AMENDMENT TO THE  
DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
RIVER VIEW RIDGE

The undersigned, Wellesley Property II, LLC., an Idaho limited liability company doing business under the laws of the state of Idaho, is the Declarant under the Declaration of Covenants, Conditions and Restrictions for River View Ridge, Priest River, Bonner County, Idaho, recorded in Bonner County, Idaho, on July 26, 2019, as instrument number 942309. River View Ridge ("River View Ridge") is more particularly described on Exhibit "A", attached hereto (hereinafter referred to as the "Property").

Pursuant to Paragraph 19 of said Covenants, Conditions and Restrictions, Declarant hereby amends and adopts the following First Amendment to the Covenants, Conditions and Restrictions for River View Ridge.

1. Paragraph 13 currently reads as follows:

13. All sums assessed by the Association chargeable to any Lot or Owner (together with interest, late charges, costs and attorney's fees in the event of delinquency) shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot when assessed. All remedies for payment shall be maintainable without foreclosing or waiving the liens securing payment.

Paragraph 13 is hereby amended to read as follows (changes shown in bold):

13. All sums assessed by the Association chargeable to any Lot or Owner (together with interest, late charges, costs and attorney's fees in the event of delinquency) shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot when assessed. **All remedies for payment shall be maintainable without foreclosing or waiving the liens securing payment. The HOA shall notify any Owner of its intent to lien Owner's property in which an Assessment or Special Assessment remains unpaid and reserves it's right to foreclose on the same.**

2. Paragraph 19 Currently reads as follows:

19. Declarant reserves the right to amend these Covenants Conditions and Restrictions from time to time.

Paragraph 19 is hereby amended to read as follows:

19. Declarant reserves the right to amend these Covenants Conditions and Restrictions from time to time.

**19.1 Declarant shall Control the HOA for a period of the earlier of: (a) the date which is 20 years later from the date of recording of the CC&Rs , or (b) the date on which the Declarant has recorded the plats of all the Property and sold 90% of the Lots to Owners other than Declarant or Builder in each of the Plats. The period of Declarant Control may be reinstated or extended by agreement between Declarant and the Association, subject to such terms, conditions and limitations as the Board of Directors may impose. After the termination of the Period of Declarant Control, Declarant, if still an Owner, will continue to have all the rights and duties ordinarily given to Members and/or Owners under this Declaration.**

**19.2 Declarant hereby reserves the right to appoint a Successor Declarant upon the sale or transfer of Property prior to 19.1 above.**

This First Amendment has been provided to all Owner's of Record.

Dated this 12 day of ~~May~~ <sup>September</sup>, 2022.

WELLESELY PROPERTY, II, LLC  
an Idaho limited liability company

BY:

[Signature]  
Thomas Tedder, Manager

STATE OF IDAHO )

) ss.

County of Kootenai )

On this 12 day of ~~May~~ <sup>September</sup> 2022, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared Thomas Tedder, known or identified to me to be the Manager of Wellesely Property, II, LLC., and acknowledged to me that he is authorized to sign on behalf of the company, and acknowledged to me that such company executed the same.

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



[Signature]  
Notary Public for the State of Idaho  
Residing at [Signature]