

66242-

1511191

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
"INTERSTATE BUSINESS CENTER"

ACCOMMODATION RECORDING  
Pioneer Title Company has  
not examined this document,  
and assumes no liability as  
to its validity and its effects  
upon the title.

STATE OF IDAHO  
COUNTY OF KOOTENAI

PIONEER TITLE CO.

RIVER CITY PROPERTIES, L.L.C., an Idaho limited  
liability company, hereinafter referred to as the  
"Declarant", is the vested owner of the following described  
real property located in Kootenai County, Idaho:

A portion of the North one-half (1/2) of  
Section 2, Township 50 North, Range 5 West, ~~FEES~~ ~~45.00~~  
Brune Meridian, and platted as the "Interstate  
Business Center" according to the plat thereof  
recorded in Book G of Plats, pages 442, 442A,  
442B, and 442C, records of Kootenai County, Idaho,  
and more specifically described as Lots 1 thru 4,  
Block 1; Lots 1 & 2, Block 2; Lot 1, Block 3; and  
Lots 1 thru 9, Block 4.

which is the subject of a subdivision plat formally filed  
with the City of Post Falls and the County of Kootenai,  
located in the State of Idaho, and known as the "INTERSTATE  
BUSINESS CENTER", hereinafter referred to as the "Project".

DOES HEREBY DECLARE, ADOPT AND IMPOSE, the following  
covenants, conditions and restrictions for the Project and  
any additions thereto and declares that the following shall  
apply to all lots within the Project and to all interests in  
said lots. These covenants, conditions and restrictions  
shall be considered to run with the land, and shall be  
binding upon all successor's in interest, assigns, and heirs,  
of parties in interest to any lot or lots within the defined  
boundaries of the Project. This Declaration is intended to  
regulate the development of the Project for the mutual  
benefit of all future lot owners and occupants. The project  
is intended to be a business park where approved commercial  
endeavors can mutually operate in an economical and pleasing  
environment pursuant to governmental restrictions of the City  
of Post Falls, Kootenai County, and the State of Idaho.

PART A. LANDSCAPING

A-1. General Requirements - All areas shall be landscaped  
as approved adopted by the Architectural Control Committee,  
hereinafter provided for, with an effective combination of  
street trees, trees, ground cover, shrubbery and other plant  
materials, and shall be maintained to avoid weeds and dust.

as per a plan submitted to and approved by the Architectural Control Committee. Undeveloped and screened areas proposed for future expansion or current storage shall be maintained in a weed-free and dust controlled condition, and shall be landscaped as required by the Architectural Control Committee. All landscaped areas shall be fully and adequately irrigated by a permanent underground system. All plant material used in landscaping and screening shall be maintained in a healthy growing condition and planted in areas suitable for the plant materials used. Dead or dying plant material shall be replaced immediately. If a lot owner purchases an adjacent lot for expansion or investment purposes, that lot must also be landscaped as herein provided. The failure to properly landscape shall be subject to the lien rights provided for in this declaration.

A-2. Storage Yards - Storage yards shall be surrounded by a sight obscuring fence, berm or landscape plantings as approved by the Architectural Control Committee. Berms shall be planted with appropriate ground cover as approved by the Architectural Control Committee. Outdoor storage of materials or equipment shall be screened on all sides exposed to public view, as approved by the Architectural Control Committee.

A-3. Parking Areas - A five foot (5') minimum width landscaped planting bed or equivalent area approved by the Architectural Control Committee, shall be installed along the perimeter of the parking area, except access areas. Whenever a center divider separates parking stalls facing each other, tree wells or equivalent planting areas approved by the Architectural Control Committee shall be established between the rows, at intervals of no more than fifty feet (50'). These areas can be combined with parking lot drainage swales to effect an efficient design.

A-4. Screening - All utility service lines shall be underground, with outside equipment boxes screened from public view. Mechanical equipment, including roof mounted equipment, exposed plumbing and dusting, and loading areas shall be screened from public view as required by the Architectural Control Committee. All trash receptacles and collection areas shall be screened on three sides from public view by appropriate plantings or sight obscuring fence. All enclosure and designs shall be submitted to the Architectural Committee prior to construction, and shall be constructed according to approved specifications.

A-5. Vacant Lots - All vacant lots held for more than six (6) months without construction must be seeded with grass, weed free and dust controlled.

A-6. Sidewalks - Buyer will install sidewalks as part of the development of the project as required by the City of Post Falls. Future installation of sidewalks by a lot owner shall be subject to review by the Architectural Review Committee, and will be the responsibility of the lot owner. The maintenance of sidewalks shall be the responsibility of the lot owner whose property is adjacent to the sidewalk, and meet the maintenance requirements of the City of Post Falls.

A-7. Maintenance - If the owner of a developed or undeveloped lot fails to maintain the lot in the manner provided for herein, the Architectural Control Committee hereinafter provided for shall have the authority to enter onto the property and perform the required maintenance at the cost of the lot owner and lien the property. Landscaping and maintenance of storm water retention areas shall be the responsibility of the lot owner whose property is directly adjacent to the respective area.

#### PART B. PARKING

B-1. General Requirements - Lot owners must provide sufficient off-street parking as required by the City of Post Falls and approved by the Architectural Control Committee. Intersection visibility must be maintained. A parking plan shall be submitted to the Architectural Review Committee.

B-2. Paving - The required number of parking and loading spaces together with driveways, aisles and other circulation areas, shall be improved with asphalt and or concrete or other approved hard surface.

B-3. Drainage - The lot owner shall provide for on site storm water retention and drainage, consistent with the requirements of the City of Post Falls.

B-4. Lighting - Any parking area shall be properly illuminated to avoid accidents, and shall meet the requirements of the City of Post Falls.

B-5. Access - All parking areas shall be designed so that any vehicle leaving or entering the parking area to or from a street shall be traveling in a forward motion, and shall be in compliance with the requirements of the City of Post Falls. Access driveways for parking areas or loading spaces shall be located in such a way that any vehicle entering or leaving shall be clearly visible to a pedestrian or motorist approaching the access or driveway from a street, and be in compliance with the requirements of the City of Post Falls.

B-6. Striping - All parking areas shall be striped with lines between stalls to facilitate the movement into and out of the parking stalls, and shall meet the requirements of the City of Post Falls.

B-7. Number and Design of Parking Stalls - The number and design of parking stalls shall be in compliance with the requirements of the City of Post Falls.

B-8. Loading Space Requirements & Dimensions - Each developed lot shall have off-street loading and delivery areas in addition to general parking requirements. Access to the area shall be at least twelve feet (12') in width and convenient. The loading area shall be consistent with the layout of the general parking area and comply with the requirements of the City of Post Falls.

B-9. Temporary Lots - Temporary parking lots during construction periods may be utilized, but must be reasonably dust, weed and refuse free, and may only be temporary.

B-10. Maintenance - The Lot owner shall maintain all parking and loading areas in reasonably good condition without pot holes, and free of all dust, trash, snow and debris.

#### PART C. SIGNAGE

C-1. General Requirements - Signs should be unobtrusive, conservative, harmonize with the Project, and be in compliance with the requirements of the City of Post Falls. Signs shall be restricted to advertising only the person, products sold, departments, services rendered, firm, company or corporation operating at the location where the sign is placed and the product or service offered by the lot owner. Provided, however, that the Declarant and agents of the Declarant may use signs during the development of the Project to advertise the Project and the availability of lots for sale. The backs of all single sided signs shall be screened, or covered and maintained in a neutral color or colors that blend with the environment. All signs shall be properly maintained and kept in a neat and proper state of repair.

C-2. Temporary Signs or Displays - Temporary signs or displays are not permitted, except as follows:

a. Two signs advertising a lot and/or building for sale or lease, and only for as long as the lot and/or building is for sale or lease.

2511191

b. Two construction signs denoting architects, engineers, contractors, lenders and related subjects during construction of improvements on the lot.

c. Two future tenant signs listing the name of a responsible agent for the tenant.

#### PART D. BUILDING DESIGN AND CONSTRUCTION

D-1. General Requirements - Architectural designs shall be high quality, ascetically pleasing, and approved by the Architectural Control Committee.

D-2. Roofing - Exposed roofing shall be constructed of high quality materials. Architectural grade steel roofing is allowed. Color shall be compatible with the exterior walls.

D-3. Exterior Walls - All exterior walls must have attractive sides, with compatible color schemes.

D-4. Height - There shall be no height restrictions except as provided by ordinances of the City of Post Falls.

D-5. Temporary or Accessory Buildings - Temporary or accessory buildings are prohibited unless approved by the Architectural Control Committee.

D-6. Setbacks - No building or architectural projection shall be closer to a lot line than as allowed by the requirements of the City of Post Falls.

D-7. Minimum Disruption of Utilities - All exterior on-site utilities shall be designed and installed in a manner to minimize the disruption of off-site utilities.

D-8. Review and Approval - A copy of the proposed building permit application and supporting documents shall be submitted to the Architectural Control Committee.

D-9. Fire Abatement System - The owner of the proposed improvement shall at all times, protect and preserve all fire abatement facilities within the Project, so that the system is fully operational. All on-site fire abatement facilities constructed by the improvement owner shall be connected to the main fire flow pipelines via a wet-tap, or other suitable method that provides a minimum disturbance to the main system. The improvement owner shall comply with all applicable codes and regulations of governmental agencies.

having jurisdiction, and shall not cause or create conditions that adversely affect the rating of the Project. The Declarant and its agents and assigns make no guarantee, expressed or implied, that the fire abatement facilities will be without disruption or sufficient for all occurrences.

D-10. Surface Water Drainage - All surface water in the Project is to be disposed on site in a method and through a system approved by appropriate governmental agencies. A lot owner shall maintain and repair all grassy swales and associated surface water drainage facilities located on their lot in accordance with the requirements of the City of Post Falls, including dry well maintenance.

D-11. Fencing - There shall be no street frontage fencing, with the exception of "decorative fencing" approved by the Architectural Control Committee. All security fencing shall be located in side and rear yards, and be constructed of chain link material and be no greater than ten feet (10') in height, as approved by the Architectural Control Committee. All decorative fences, screenings and similar exterior structure shall be constructed of materials compatible with the other visible site improvements, as approved by the Architectural Control Committee.

D-12. Variances - The Architectural Control Committee may grant variances to the requirements of this Part if in compliance with local governmental regulations.

#### PART E. USES AND OPERATION

E-1. General Requirements - Detailed specification and description of the use and operation of the property must be included in the submittal made pursuant to Part F. All operations shall be controlled, clean, quiet and free of objectionable or hazardous elements, as approved by the Architectural Control Committee.

E-2. Specific Uses Prohibited:

- a. All heavy industrial and heavy manufacturing uses.
- b. Storage of petroleum products unless incidental to the approved primary business of the lot owner and conducted in conformity with local, state and federal regulations;
- c. Any nuisance as defined by local, state or federal law.

E-3. Hazardous Uses - Hazardous activities involving toxic wastes, flammable materials, explosive materials, chemical pesticides, radioactivity, air pollution, water pollution, erosion, etc. must be in compliance with federal, state and local laws and regulations. The burden of seeking appropriate approval is upon the lot owner.

E-4. Possible Violation - Any use which is arguably in violation of this Declaration shall not be allowed unless submitted to and approved by the Architectural Control Committee.

#### PART F. SUBMITTAL AND APPROVAL PROCEDURE

F-1. General Requirements - All reference in this declaration to the submittal or approval of matters to and/or by the Architectural Control Committee, or similar language, shall require the lot owner to follow the following described procedures. All of the following procedures shall be completed before commencement of any improvements to the lot:

a. Delivery of Information - The owner or agent of the owner shall deliver plans and specifications showing the nature, kind, shape, color, size, materials, and location of all intended improvements (including, but not limited to, plans related to landscaping, parking, signage, building design and materials, use, operations and possible hazardous activities) to the Declarant and the Architectural Control Committee. Additional information may also be required by the Declarant or the Architectural Control Committee.

c. Action After Review - The Architectural Control Committee or its delegate may approve, disapprove, or conditionally approve each application.

d. Commencement of Construction After Approval - Commencement of construction or placement of improvements may occur any time following the attainment of appropriate building permits and other governmental permits. The improvements must be completed in accordance with the approved submittal and this Declaration. Approval of the submittal is not a guarantee or warranty of compliance with this Declaration.

F-2. Right To Delegate - The Architectural Control Committee may delegate part or all of its responsibility for the review process to an authorized agent or agents, including a property manager.

**F-3. No Liability** - In consideration for providing the approval service to Owners, neither the Declarant nor the Architectural Control Committee shall be liable for any damage, loss or prejudice suffered or claimed by any person on account of its approval or disapproval of any plans, drawings or specifications for the improvement of any lot within the project, the construction of any improvement or the performance of any work, whether or not pursuant to approved plans, drawings and specifications. Approval or disapproval of any plans, drawings and specifications shall not be deemed a representation as to whether or not the proposed improvement or work complies with applicable laws or whether or not it is in any way defective.

**F-4. No Effect on Government** - This Declaration has been drafted to assist lot owners in the compliance with performance standards and zoning restrictions of Kootenai County and the City of Post Falls. However, compliance with this Declaration does not guaranty compliance with appropriate governmental restrictions. This Declaration has no effect on the requirements of regulating governmental bodies. The lot owner must comply with both governmental regulations and the restrictions of these Declarations.

**F-5. Architectural Control Committee** - The Declarant shall have the exclusive right to appoint three (3) people to the Architectural Control Committee, so long as the Declarant owns property in the Project. The Declarant may remove members of the Architectural Control Committee with or without cause and at the Declarant's will. When the last lot in the Project, subject to this Declaration, is sold by the Declarant, the Declarant shall relinquish control of the Architectural Control Committee to the owners of the lots within the Project. The Declarant may relinquish control of the Architectural Control Committee prior to sale of the last lot at the discretion of the Declarant. When Declarant relinquishes control of the Architectural Control Committee, the lot owners within the Project shall hold an election wherein three (3) or more lot owners are elected to the Architectural Control Committee. Each lot owner within the Project shall be entitled to one vote. The lot owners who receive the three (3) highest vote totals shall form the Architectural Control Committee. The new Architectural Control Committee shall have all the powers, rights and duties as set forth in this Declaration. The project engineer and the project architect may be included by the Architectural Control Committee as non-voting members of the Committee for the purposes of reviewing and acting upon

requests and proposals. The Architectural Control Committee may appoint a director with full day-to-day authority to act on behalf of the Committee. The cost of such professional services shall be an accessible cost of the review process.

#### PART G. ENFORCEMENT

**G-1. General Requirements** - Broad enforcement is intended in order to protect the value of the property and to allow efficient assurances of compliance.

**G-2. Enforcing Methods and Parties** - The following options specify the manner in which this Declaration may be enforced:

a. The Declarant and the Architectural Control Committee shall have the right to enforce by any proceeding in law or equity, all covenants, conditions and restrictions contained in this Declaration. Enforcement shall be consistent with notice provisions contained herein. No one shall be liable for failure to enforce the requirements of the Declaration, since all lot owners may protect their respective rights.

b. The Architectural Control Committee may correct any violation and lien the violating property for sums owed for the correction, including attorney's fees and interest computed using Idaho's legal rate of interest on judgment debts, if the violating lot owner fails, within sixty (60) days after mailing of the notice, to correct the violation or violations or fails to give adequate security to assure compliance will occur within six (6) months from mailing the notice of violation. The sums owed shall constitute a lien upon said lot as follows:

1. The work performed to correct said violation shall be deemed to be at the instance of the lot owner of the violating lot upon which such work is performed, as evidenced by the acceptance of this Declaration through the purchase of a lot;
2. A claim of lien must be filed with the Kootenai County Recorder within sixty (60) days after completion of said corrective work as provided in Idaho Code Section 45-507, or successor statute.
3. The duration of the lien shall be as provided in Idaho Code Section 45-510, or successor statutes; and

4. A lien shall be foreclosed as provided in the Idaho Code.

5. The director of the Architectural Control Committee may act for the Committee.

c. In addition to the remedies set forth above, the Architectural Control Committee and the Declarant reserve the right to enforce any covenants, conditions or restrictions contained herein by any other appropriate action.

G-3. Attorney's Fees - In any legal or equitable proceeding for the enforcement of any provision of this Declaration (not including the appeal arbitration procedure), whether it be an action for damages, declaratory relief or injunctive relief, or any other action at district or appellate court, the losing party or parties shall pay reasonable attorney's fees of the prevailing party or parties. Except no attorney's fees shall be awarded against Declarant unless Declarant's actions are frivolous and without basis in fact and law.

G-4. Notice Requirement - Prior to taking any action of enforcement against any violating lot owner, the Architectural Control Committee shall deliver to the violating lot owner written notice of the nature of the violation, suggested remedies, and reference to relevant portions of this Declaration. The violating lot owner shall be allowed thirty (30) days to correct the violation. At the end of the thirty (30) days if the violation remains, enforcement may be commenced.

G-5. Deemed Delivery of Notice - Notice shall be deemed delivered five (5) days after any written notice is mailed by certified mail, return receipt requested, addressed to the lot owner at the address to which the last real property tax assessment notice for such lot was sent. Notice shall also be sent to mortgagees of the violating party if previously requested in writing.

G-6. Remedies Not Exclusive All remedies provided herein or at law or in equity, includ. , but not limited to mandatory injunction, restitution, breach of covenant, nuisance and/or restraining relief, shall be cumulative and not exclusive.

G-7. Failure To Enforce is Not a Waiver - The failure to enforce any requirement contained in this Declaration shall in no event be deemed to be a waiver of the right to enforce that requirement or other provision thereafter.

PART H. PROPERTY OWNERS ASSOCIATION

The maintenance and upkeep of the common areas and stormwater swales located in the center medians of the streets as designated on the plat shall be the responsibility of the "Interstate Business Center Property Owners Association" ("Association"), established pursuant to Idaho Code Section 53-710 as an unincorporated nonprofit association. The Declarant shall deed said common areas if any to the Association once the Association has been properly established. The maintenance of such common areas shall be a collective cost and expense of each property owner within the Project. By acceptance of the deed or other instrument of conveyance, each property owner shall be deemed to have agreed to pay to the Association an annual assessment and/or special assessment for said maintenance and upkeep. The Association shall have the authority to assess and collect said maintenance fee. The maintenance fee accessed by the Association shall be used exclusively for maintenance.

PART I. DURATION, MODIFICATION AND REPEAL

I-1. Duration of Protective Covenants - This Declaration shall continue and remain in full force and effect at all times, and each part thereof for a period of thirty (30) years, commencing on the date of recording in the records of Kootenai County, Idaho. Unless terminated, this Declaration shall continue automatically for an additional period of ten (10) years, and thereafter for successive ten (10) year periods until terminated. By the purchase of a lot in the Project, the lot owner acknowledges his or her desire to protect the lot through the continuation of this Declaration.

I-2. Modification or Termination - This Declaration may be terminated or modified by a written instrument executed by seventy-five percent (75%) of the lot area ownership, as determined by square footage of ownership, including the Declarant, within the Project.

PART J. MORTGAGEE PROTECTION

A breach of any covenant, condition or restriction herein contained, or any enforcement thereof, shall not defeat or render invalid any mortgage or deed of trust now or hereafter executed upon a lot in the Project, provided, however, that if any portion of the secured lot is sold under a foreclosure of said mortgage or deed of trust, any purchaser at such sale and its successors and assigns shall hold title to said lot subject to the provisions of this Declaration.

PART K. DECLARANT'S SPECIAL PROVISIONS

**K-1. Limitation of Restrictions** - Declarant is undertaking the work to develop the Project. The completion of the work and the sale, lease or other disposal of lots in the Project is essential to the establishment and welfare of the Project as a thriving business park. In order that said work be completed as rapidly as possible, nothing in this Declaration shall be understood or construed to:

- a. Prevent Declarant, its contractors or subcontractors, from doing on the Project or any lot therein, whatever is reasonably necessary or advisable in connection with the completion of the Project; or
- b. Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Project as a business park, and disposing of the same lots by sale, lease or other disposition; or
- c. Prevent Declarant from maintaining such sign or signs on any of the Project as may be necessary for the sale, lease or other disposition of lots.

So long as Declarant, its successors-in-interest and assigns, owns one or more of the lots in the Project, except as otherwise specifically provided herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration. Provided, however, that the Declarant shall be required to keep unsold and unimproved lots in a clean and visually pleasing manner, as provided for in these declarations. Nothing in this Declaration shall be construed to require Declarant to fulfill all the requirements of this Declaration on its lot or lots, without buildings that are being held for sale or lease, except where specifically provided herein. If the Declarant shall develop and construct a building for its own use or for lease or sale, then the lot will be subject to all restrictions.

**K-2. Effect of Declarant's Assignment** - 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, she 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 liability from the date of assignment forward.

K-3. Termination of Responsibility - In the event Declarant shall convey all its right, title and interest in and to the Project to any individual, corporation, partnership or association, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such individual, corporation, partnership or association shall be obligated to perform all such duties and obligations hereunder.

K-4. Right to Continue to Subdivide - Declarant shall have the right to resubdivide and replat lots within the Project. Each new or replatted lot shall remain subject to this Declaration.

#### PART L. ADDITIONS OR DELETIONS FROM PROJECT

Additional property and phases may be annexed to the Project and become subject to this Declaration by the Declarant at any time and without the consent or action of existing lot owners, and shall be considered to happen automatically upon the recording by the Declarant of a declaration of annexation. The declaration of annexation shall include a legal description for the property to be annexed, and may include additions, deletions and modifications to this Declaration to reflect the differing character of the annexed property. Likewise, the Declarant may delete property within the Project from the provisions of this Declaration by recording a declaration of deletion describing the deleted property.

#### PART M. MISCELLANEOUS PROVISIONS

M-1. Constructive Notice and Acceptance - Upon recording of this Declaration, every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Project has conclusively consented and agreed to every covenant, condition and restriction of this Declaration. This conclusive acceptance shall occur regardless of whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in the Project.

1511191

M-2. Lot Owner's Right to Sue Declarant -Despite any contrary provision or implication contained herein, every lot owner or occupant of a lot in the Project, may bring any action or suit to recover any damages or to seek equitable relief as to development of the Project, with the understanding that the prevailing party shall be entitled to reasonable attorney's fees and costs as may accrue in such a suit.

M-3. Agreement or Conveyance in Violation of Declaration -Any deed, lease, conveyance, contract or other instrument or action in violation of this Declaration shall be void and may be set aside by Declarant.

M-4. Effect and Invalidation - If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions.

M-5. Entire Covenant - This Declaration is the entirety of the covenants, conditions and restrictions. There are no other verbal or other agreements or matters which vary the terms of this Declaration. This Declaration shall not be altered except as specified herein.

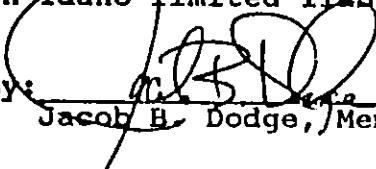
M-6. Interpretation. This Declaration shall be interpreted in accordance with the laws of the State of Idaho, and shall be strictly interpreted to enforce the purpose of the Declaration, but all ambiguities shall be interpreted in favor of the Declarant.

M-7. Conflict with Development Documents - If there is any conflict among or between future development documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given to any recorded documents.

IN WITNESS WHEREOF, the Undersigned has set its hand this  
23<sup>rd</sup> day of October, 1997.

RIVER CITY PROPERTIES, L.L.C.  
an Idaho limited liability company

By:

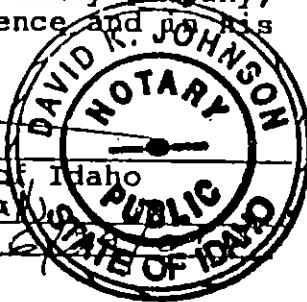
  
Jacob B. Dodge, Member/Manager

1511191

STATE OF IDAHO )  
County of Kootenai ) ss.

Before me the Undersigned Notary Public, this 23<sup>rd</sup> day of  
October, 1997, personally appeared JACOB B. DODGE,  
who identified himself to me as a member/manager of RIVER  
CITY PROPERTIES, L.L.C., an Idaho limited liability company,  
and executed the within instrument in my presence and to his  
capacity as a Member/Manager of said company.

*Leah*  
Notary Public, State of Idaho  
Residing at: Testimony  
Commission expires: 10/20/00



1575124

DECLARATION OF ANNEXATION

KNOW ALL MEN BY THESE PRESENCE:

RIVER CITY PROPERTIES, L.L.C., an Idaho limited liability company, the declarant on that certain "Declaration of Covenants, Conditions, and Restrictions for Interstate Business Center", recorded on October 28, 1997, as instrument number 1511191, records of Kootenai County, Idaho, and affecting a portion of the North 1/2 of Section 2, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, and platted as the "Interstate Business Center", hereinafter referred to as the "CC& R's", and the vested owner of that certain real property described in Exhibit "A", attached hereto and incorporated by reference herein, hereinafter referred to as the "Subject Property",

DOES HEREBY DECLARE and state as follows:

That Part L. of said CC & R's provides that the declarant may increase the property subject to the provisions of said CC & R's by the recording of a declaration of annexation.

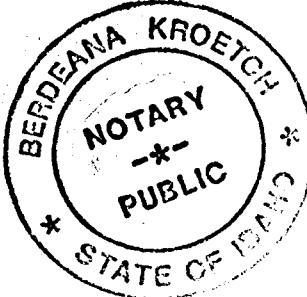
NOW, THEREFORE, the Declarant does declare the inclusion of the Subject Property in the area subject to the CC & R's of the "Interstate Business Center", above-described, effective this 10 day of February, 1999.

RIVER CITY PROPERTIES, L.L.C.  
an Idaho limited liability company

By: Jacob Dodge  
Jacob Dodge, Member/Manager

STATE OF IDAHO )  
County of Kootenai )

Before me the Undersigned Notary Public this 10<sup>th</sup> day of February, 1999, personally appeared JACOB B. DODGE, who identified himself to me as a member/manager of RIVER CITY PROPERTIES, L.L.C., an Idaho limited liability company, and executed the within instrument in my presence and in his capacity as a Member/Manager of said company.



Berdeana Kroetch  
Notary Public, State of Idaho  
Residing at: Old Colony  
Commission expires: 4/1/2004

1575124

EXHIBIT "A"

Lots 2, 3, 4, 5, 6, 7, 8 and 9, Block 2, Lots 3, 4, 5, 6, 7, 8, 9, and 10, Block 3, Lots 1 and 2, Block 4 and Lots 1 and 2, Block 5, INTERSTATE BUSINESS CENTER FIRST ADDITION, according to the Plat recorded in the office of the County Recorder in Book I of Plats at Pages 119, 119A, 119B, 119C, records of Kootenai County, State of Idaho.

STATE OF IDAHO  
COUNTY OF KOOTENAI } \$8  
AT THE REQUEST OF  
KOOTENAI COUNTY TITLE CO.

FEB 10 8 00 PM '99

DANIEL J. ENGLISH *JB*

EES DEPUTY *600*