

Northridge at Prairie Falls Rules and Regulations

KNOW ALL PERSONS BY NOTICE, that the Board of Directors of NORTHRIDGE AT PRAIRIE FALLS, INC., in accordance with section 4.3 of the Declaration of Covenants, Conditions, Restrictions and Reservations for PRAIRIE FALLS SUBDIVISION, described on Exhibit "A" which by reference is made a part hereof, has adopted the following Rules and Regulations for NORTHRIDGE AT PRAIRIE FALLS, INC.:

1.0 ARCHITECTURAL CONTROL

1.1 EXTERIOR APPEARANCE. No owner may modify or decorate the exterior of any building, screens, doors, awnings of other portions of any lot visible from neighboring lot without the prior written consent of the Board and in accordance with rules and regulations of the Board. Only sixteen (16) inch diameter or smaller satellite T.V. dishes shall be allowed in the development. No other T.V. or radio antenna will be allowed. No clotheslines shall be visible from the street or from neighboring lots. Windows shall be covered by drapes, shades, shutters or blinds and no foil, cardboard, newspaper, bed linen, towels, flags, banners or similar material deemed inappropriate by the Board shall be allowed. Storm doors are allowed.

1.2 SIGNS. No sign of any kind shall be displayed to public view on or from any lot without prior written consent of the Board; however a display of "For Sale" signs not exceeding five (5) feet square in size shall be allowed when a property is being sold.

1.11 HOME DESIGN. No residence shall be taller than thirty-five (35) feet above ground elevation.

1.10 ROOFING AND SIDING COLORS. All homes shall have a pitched roof of composite material and "earth tone" in color i.e. slate gray, green, brown or black. Roofs on golf course lots shall be of high relief laminated composite material. Siding (vinyl, or painted wood) shall be light "earth tone" in color i.e. beige, tan, taupe or light grey or pastels i.e. white, light blue, pale yellow, sage or mauve. Any re-roofing projects will need prior written approval from the Board.

--- **OUT BUILDINGS.** No outbuilding, i.e. a shed shall be placed on any lot without prior written approval of the Board. The Board will ensure that no building obstructs the view of any neighbor and that all out buildings are designed to aesthetically conform with the homes in the area where the outbuilding shall be placed. All outbuildings shall be constructed of identical materials to the home in which the building will be placed. The siding and roofing shall match the homes' color and material. Any outbuilding will not exceed one hundred fifty (150) total square feet and may be no higher than twelve (12) feet. The roof drip line shall be no closer than five (5) feet to adjoining neighbor's property line. All requests for approval of placement and construction of outbuildings will contain a description of size and location of the buildings as well as a materials specification sheet. No metal buildings or metal roofs shall be permitted. No changes in the location, size, design, or materials used in an approved plan shall be permitted without prior written approval of the Board.

1.3 PARKING AND GARAGES. No resident on-street parking shall be allowed in the development. All guest vehicles shall be parked in driveways, garages, or gravel or concrete side pull-out or on street in the direction of traffic flow and adhering to any parking signs. Parked vehicles shall not block the sidewalk pursuant to city code 10.20.020. No vehicle shall be parked at the same location for more than twenty-four (24) hours consecutively as per city code 10.20.0250. Each home shall have an attached garage for two (2) cars or more and two (2) off street parking places (driveway). Parking spaces will be used for operating vehicles only. Concrete or graveled driveway side pull outs are permitted.

1.5 FENCING. Only wood, masonry, iron, vinyl or green vinyl coated chain link fencing shall be used on all lots in the development. When choosing chain link all components; posts, rails, chain fabric and caps will be vinyl coated and no higher than four feet. For non-golf course lots fences shall be no taller than six (6) feet. Green vinyl privacy slats may be used in said chain link fencing **except** on golf course lots. On golf course lots wood, iron, masonry may be used up to six (6) feet high from the front of the house to the rear of the house and green vinyl coated chain link may be used up to four (4) feet high. On non-golf course lots wood, masonry, iron, vinyl or green vinyl coated chain link fencing four (4) feet high may be used from the rear of the house enclosing the back yard. When a fence exists on a property line, the owners on each side of the fence are responsible for maintenance of the fence (except abutting the golf course) and each shall take no action which adversely affects the aesthetics of the other side of the fence without written permission from the Board. All fences must be maintained and kept in good condition as deemed reasonable by the Board.

1.6 DRAINAGE. The drainage system of the property is a combination of natural and artificial patterns. The Developer has had the system engineered to protect the environment and to assure the consistency with government regulation. Each owner shall protect the drainage pattern (swale between the street and sidewalk) and shall not take any action to disrupt the drainage without approval of the Board.

1.7 COMPLETION OF IMPROVEMENTS. All construction of residence shall be started within one year of purchase of lot and all construction shall be completed within one (1) year of commencement of construction. Any owner failing to abide by this restriction may be subject to \$100 per day fine at the discretion of the Board, until completed. Owners' improvements to lots other than primary residences, including but not limited to additions to houses, temporary buildings and landscaping shall be completed within ninety (90) days of commencement of the improvement except where delayed by weather and may be subject to a \$25 per day fine at the discretion of the Board.

-. USABLE ITEMS. Usable items including but not limited to tires, ladders, garden equipment, work tools and scrap or yet used materials shall be stored in owner's garage, approved shed or behind a solid fence so as not to be seen from the street.

1.12 TEMPORARY STRUCTURES. The use of temporary structures or partially completed structures shall be limited to ninety (90) days upon written approval of the Board.

1.15 LANDSCAPING. Each front, back, side yard and parkway (area between street and sidewalk) shall be landscaped with at least one-third (1/3) of the yards planted in grass. Each front yard shall have at least two (2) trees of at least one inch caliper and shall include one (1) evergreen and one (1) fall color deciduous or one (1) sterile flowering deciduous. If any tree dies it must be removed immediately and replaced in a timely manner. All yards shall be maintained in a controlled, domesticated fashion. Natural or wild landscaping designs will not be allowed. The entire lot must be kept watered, neatly mowed and weeded on a regular basis looking neat at all times (i.e. green). Minimum landscape requirement shall be completed within twelve (12) months of purchase of property. In addition, all previously existing properties must be completed within twelve (12) months of filing of these CC&R's with Kootenai County. All golf course lots shall have an in-ground automatic irrigation system. Unbroken hedges along the golf course/resident property line are not allowed. Protective netting must be pre-approved by the Board in writing.

SIDEWALKS AND PARKWAY. Homeowners are responsible to keep the sidewalk abutting their entire lot clean, free of snow and unobstructed at all times (i.e. parked cars). If any tree planted in the parkway damages the sidewalk it is the homeowner's responsibility to repair the sidewalk. Trees planted in the parkway then become the property of the City of Post Falls and may not be removed without permission from the city.

1.17 GARBAGE AND TRASH CONTAINERS. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste and unused items shall be kept in sanitary containers in the owner's garage or behind a solid fence so as not to be seen from the street except on the day of garbage pick-up.

1.19 INCORPORATION OF CITY ORDINANCES. Any violation of a city of Post Falls ordinance shall also be considered a violation of these rules and regulations. The city ordinances of the City of Post Falls are hereby incorporated in these rules and regulations.

2.0 RESIDENTIAL USE AND CONTROL

2.1 RESIDENTIAL USE. The buildings and lots, except those platted and zoned as nonresidential, are intended for and restricted to use as a single family residence only on an ownership, rental or lease basis and for social, recreational or other reasonable activities normally accepted for residential use. However, regardless of foregoing, the Developer may use lots Developer owns as sales or construction offices and models.

2.2 OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried out on any lot, nor shall anything be done therein that may be or become an annoyance or nuisance to other owners, including but not limited to the operation of off road vehicles, maintaining of farm animals, barking dogs, production of offensive odors, excessive or late night noise. Repair of vehicles shall be accomplished inside owner's garage.

2.3 MAINTENANCE OF PARKWAY (SPACE BETWEEN SIDEWALK AND STREET). Each homeowner shall have a landscaped parkway located between the sidewalk and street. Where storm water

drainage is in the street decorative rock or landscaping bark may be used. This area is to be maintained and kept clean and unobstructed at all times (i.e. parked cars). The area shall be used for snow removal storage and all plans for landscaping each lot shall include specific description of the design for this area and submitted to the Board for approval. If any tree planted in the parkway damages the sidewalk it is the homeowner's responsibility to repair the sidewalk. Trees planted in the parkway then become the property of the City of Post Falls and may not be removed without permission from the city.

-.- **RECREATIONAL EQUIPMENT.** Basketball hoops and other such recreational equipment must be used and stored on owners property and not allowed to be left in the street or overhanging the street.

3.0 **RULES FOR PET OWNERS**

3.1 **DEFINITION.** All pets (mammals, birds, reptiles or living creatures of any kind) kept in any unit or in the common area are subject to these rules and regulations.

3.2 **RIGHT OF REMOVAL.** The Board may at any time require the removal of any pet which it finds unreasonably disturbing to any owner and may exercise this authority for specific pets even though other pets are permitted to remain elsewhere in the development.

3.3 **LIMIT OF PETS.** No homeowner, tenant or guest may keep more than three (3) pets per lot (excluding contained small animals including but not limited to fish, birds, hamsters and gerbils).

3.4 **PETS OFF LOT.** All dogs are to be kept on a leash at all times when off owner's property and shall be contained behind an approved fence when on the property. Dogs shall not be allowed to roam.

3.5 **TIED PETS.** No pets shall be tied to any object or building or left unattended outside any residence.

3.6 **DAMAGE BY PETS.** Homeowner, tenant or their guests are responsible for any damage to common area or other owner or tenant property caused by the pet to include the immediate removal of any "droppings."

3.7 **ALTERATION TO COMMON AREA.** Nothing shall be altered or constructed in a common area to house or accommodate pets, except portable completely removable pet houses.

3.8 **DOG KENNELS AND RUNS.** All pet kennels and runs shall be limited to the side of the house between the front and rear corners of the house and concealed from view from the street by a six (6) foot high solid fence.

4.0 **MOTORIZED VEHICLES**

4.1 **MOTORCYCLES.** All starting, running and repairing of motorcycles on any Lot, except to leave from or arrive at the Lot, shall be strictly prohibited in the development. No unlicensed vehicle shall

be operated in the development except for golf carts used for their intended purpose. No unlicensed driver shall operate any motorized vehicle in the development.

4.2 NON-OPERATING VEHICLE PARKING. All non-operating vehicles including but not limited to automobiles being restored, in need of repairs or unlicensed will be stored in owner's garage or out of the development.

4.3 RECREATIONAL VEHICLES STORAGE. All operating recreational vehicles including but not limited to R.V.s, motorhomes, boats and campers shall be stored in owner's garage or along the side of the garage behind a solid six (6) foot high fence and only four (4) feet of said vehicle shall be visible above the top of the fence or out of the development.

5.0 VARIANCE PROCEDURES

5.1 VARIANCE. It is the intent of the drafters of these Rules and Regulations to create a flexible system for the protection of the Owners of Lots at NORTHRIDGE AT PRAIRIE FALLS. It is anticipated that there may be situations which arise in which the characteristics of a Lot, the existence of alternatives, or the unfairness of the strict technical rule or regulation may demonstrate a need to vary the restrictions. In those types of circumstances, the Board may allow alternative methods to be submitted and approved in accordance with the process set forth herein for a varying of the restrictions of the Rules and Regulations. If the Board or its agent or committee as specified in the submittal process, determines that a variance is appropriate given the criteria set forth herein, the Board may grant a variance from any rule or regulation set forth herein.

5.2 VARIANCE PROCEDURE AND STANDARD FOR GRANTING VARIANCE. The procedure for granting a variance shall be the same as an original submittal and approval as set forth in these Rules and Regulations. The request for the variance may be made with the original submittal or may be made subsequent following a conditional approval or denial. A variance may be granted only when the applicant has demonstrated all of the following conditions are present:

5.2.1. that there is undue hardship caused to the party requesting the variance,

5.2.2. that the granting of the variance is not in conflict with the general community interest of Project.

5.2.3. that the granting of the variance will not be materially detrimental to the neighboring property Owners, and

5.2.4. that the granting of the variance does not appear to be contrary to the general goals and policies of the Declaration of Covenants, Conditions and Restrictions.

6.0 RENTAL/LEASE RULES

6.1 INFORMED TENANTS. Tenants shall be made aware of these covenants and restrictions and single family additional leases shall be subject to same.

6.2 LEASE OR RENTAL TERMS. No lease or rental of a unit shall be for a term less than thirty (30) days. All lease and rental agreements shall be in writing, a copy of which shall be delivered to the Board. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the DECLARATIONS AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

6.3 ENTIRE UNIT. No lease or rental of a unit may be of less than the entire unit except as part of the operation of a single family residence including but not limited to housekeepers, exchange students, nannies, family members or security.

6.4 TENANT'S FAILURE TO COMPLY. Any failure by the tenant to comply with the terms of such documents, rules and regulations shall be a default under the lease or rental agreement and the unit Owner grants to the Board or its managing agent the authority to evict the tenant on the unit Owner's behalf for such default upon only such notice as required by law; if any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding upon the unit Owner and the tenant by reason of their being stated in the Declaration and these rules.

6.5 TERMINATION OF AGREEMENT. Should the Board bring action to terminate the lease/rental agreement, the Owner shall be jointly and severally liable with the tenant for all attorneys' fees and court costs incurred by the Board; and a provision regarding attorneys' fees being the responsibility of the Lessee and Owner shall be included in any such lease.

6.6 USE OF COMMON AMENITIES. During the period of time a unit Owner has entered into a lease/rental agreement, the unit Owner releases his/her rights to use of common amenities to the tenant unless use of the amenities is specifically assigned to the Owner in the lease. If assigned to the Owner, tenants shall forfeit use of amenities.

7.0 SUBMITTAL AND APPROVAL PROCEDURE

7.1 GENERAL REQUIREMENTS. All reference to "submitted and approved" or similar language, require an Owner to follow these specific procedures. This procedure shall be completed before commencement of any and all improvements to Owner's parcel.

7.2 DELIVERY OF INFORMATION. Owner of parcel to be improved, shall deliver plans and specifications showing 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 Board, or to other persons or committees at another address, if specified by the Board. Additional information may also be required by the Board or by other references in the text of the Declaration.

7.3 PAYMENT OF REVIEW FEE. Owner shall also deliver with plans a non-refundable and reasonable review fee at amounts specified by the Board. The Board shall have sole responsibility for setting reasonable fee. Board may waive or adjust fee for low cost improvements.

7.4 ACTION AFTER REVIEW. Board or person or committee delegated the responsibility shall approve, disapprove, or conditionally approve each application.

7.4.1. Approval must be expressed in writing within ten (10) days, unless an extension of time is granted by the Board. All approvals shall be noted in the records of the Association or other log for that specific purpose.

7.4.2. Conditional approval shall be in writing, signed by a corporate officer or the Board's authorized agent. The approval shall specify in writing the conditions that need to be completed prior to occupancy. Specification of conditions does not relieve Owner of all other requirements of the declaration.

7.4.3. Disapproval shall be in writing, signed by a corporate officer or the Board's authorized agent. The signing individual will specify the reasons for the disapproval and may suggest alternatives. Owner may reapply with amended application, following the same procedure as the original application.

7.5 APPEAL. If an Owner contests the disapproval or conditional approval of the application or if another property Owner contests the approval of the application, then either or both may appeal the determination.

7.5.1. The appeal process is commenced by serving written notice of appeal and a non-refundable appeal fee of Five Hundred and No/100 Dollars (\$500.00), or the current reasonable fee for five (5) hours of attorney's fees, whichever is greater, as determined by the Board.

7.5.2. Said notice shall be delivered within twenty (20) days of the contested determination. Notice shall be deemed delivered within five (5) days of being mailed to agents' address by certified mail with return receipt requested.

7.5.3. Appeal process shall be in accordance with the Uniform Arbitrating Act (Idaho Code Section 7-901 et seq., or successor statute), but the panel of arbitrators (either one (1) or three (3) at the discretion of the Board) shall be appointed by the Board.

7.5.4. All costs associated with appeal arbitration shall be borne by the appealing party except attorney's fees, which if arise, shall be borne by the person or entity hiring the attorney, except in the event the appealing party is unsuccessful, then the appealing party shall pay all reasonable attorney's fees incurred by the Association.

7.6 COMMENCEMENT OF CONSTRUCTION AFTER APPROVAL. Commencement of construction or placement of improvements may occur any time following the obtainment of building permit from appropriate governmental agency, the approval of application and termination of appeal period or completion of appeal if approval is upheld. The improvements must be completed in accordance with the approved application and the Declaration. Approval of the application is not a guarantee or warranty of compliance with the Declaration. It is rather a guidance procedure. Owner may not rely

solely upon the application process for determination on Owner's own knowledge of the Declaration and improvements.

7.7 SUBMITTAL AND APPROVAL PROCEDURE.

7.7.1. Board's Right to Delegate Review Process: The Association may delegate part or all of the responsibility for the review process to an authorized agent. Without such delegation the Board shall be solely responsible for approval.

7.7.2. Guide for Common Interpretations: Board shall attempt to interpret the Declaration Documents consistently giving the words their definitions appended, but strictly interpreting the words to enforce the purpose of the Declaration. Board may, by separate Minute Book, tabulate and summarize interpretations and decisions as to approvals in order to encourage consistency. Future Boards should review prior determinations in the attempt to remain consistent in the application of the Declaration.

7.7.3. Conformity Certificate: Within sixty (60) days after written request has been delivered to the registered agent, the Board shall certify to its knowledge whether or not, at the date plans being proposed or all improvements on a Lot specified in the request comply with this Declaration. The certificate shall, in recordable form, identify any items of noncompliance. Any Lessee, purchaser or creditor, whether construction or personal, in good faith for value shall be entitled to rely on such certificate with the respect to the matters set forth therein, such matters being conclusive as of that date.

7.7.4. No Liability: In consideration for providing the approval service to Owners, neither Declarant nor Association or authorized agent 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 Development or the construction of any improvement or the performance of any work. 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.

7.7.5. No Effect on Government Agencies: The Declaration has been drafted to assist Owners in the compliance with performance standards and zoning restrictions of the City of Post Falls; however, compliance with the Declaration does not guaranty compliance with appropriate governmental restrictions. The Declaration has no effect on the governmental agencies and the Declaration's restrictions; if mutual compliance is impossible, then government restrictions shall prevail.

8.0 ENFORCEMENT PROCEDURE

8.1 **ARBITRATION.** Enforcement shall be by binding arbitration. The Board of Arbitrators shall be the Board of Directors or a committee appointed by the Board. The committee shall be of no less than three (3) individuals not residing adjacent to the alleged violators.

8.2 FORM OF NOTICE. Notice of the alleged violation of these Rules and Regulations or CC&Rs in general may be made in the form of a signed letter from a homeowner or a statement of a Board member in the minutes of a regular or special Board meeting. Said documentation should contain the approximate time and date of the alleged violation. The president, or designated Board member, shall notify, by letter, the alleged violator of the complaint received. The letter should request that no further violations occur and should state that if further violations do occur, a fine provided for in the regulation will be levied.

8.3 FINE NOT PAID. If a fine is levied and not paid, it shall be treated as an arbitrated claim and a judgment in that amount shall be entered by the appropriate court in accordance with the Idaho Uniform Arbitration Act.

8.4 NO CONTEST. If the alleged violator does not contest the allegation, then the Board shall adjudge the existence of a violation.

8.5 CONTEST, HEARING AND REMEDY. If the alleged violator contests the existence of a violation, a hearing on the matter shall be held. The Board or a committee appointed by the Board shall hold a hearing on the matter using procedure set by the Board with assistance of the Association's legal counsel. If the Board determines that a violation exists then the Board shall have the sole discretion to determine whether or not a violation has occurred and if so what the appropriate remedy for the violation shall be. The Board may, without limitation, order: removal of the violating structure or improvement; order changes to the structure or improvement; place a fine against the violating Owner to halt continuing violations or until changes are completed; place a fine against the violating Owner to discourage future violations or repair violations; and levy a fine or assessment to reimburse the Association for repairs.

8.6 COURT AND ATTORNEY FEES. If the matter is taken to court, because of non-payment of the fine or failure to comply with the order, then all of the costs plus attorney's fees for such action or an action related to the enforcement shall be paid by the violating Owner, as determined by the enforcement arbitration Board and no fees shall be awarded against the Association.

8.7 RESERVATION OF OTHER REMEDIES. In addition to the remedies set forth above, the Association and Declarant reserves the right to enforce any restrictions contained herein by any other appropriate action to their option.

8.8 ADDITIONAL ENFORCEMENT OF ATTORNEY'S FEES. The failure of any Owner to comply with the provisions of the Development documents shall give rise to a cause of action in favor of the Association and any aggrieved Lot Owner for the recovery of damages, or for injunctive relief, or both. The board shall have the power to enforce the provisions of this Declaration, the Articles, the Bylaws, and the rules and Regulations of the Association, as the same may be lawfully amended from time to time, for the benefit of the Association. If legal action is brought to interpret or enforce compliance with the provisions of this Declaration, the Articles, the Bylaws or the rules and Regulations of the Association, then the Declarant or Association, as the case may be, shall be entitled to judgment

against the other party for its reasonable expenses, court costs and attorney's fees in the amount awarded by the court.

8.9 FAILURE TO ENFORCE IS NOT A WAIVER. The failure of to enforce any requirements contained in this Declaration shall in no event be deemed to be a waiver of the right to enforce that requirement or any other provision thereafter including architectural control.

9.0 PROCEDURE FOR AMENDING ADMINISTRATIVE RULES & REGULATIONS

9.1 PROPOSED RULE OR REGULATION. Any proposed rule or regulation or amendment and a statement explaining the reasons supporting its adoption should be delivered to a Board Member or proposed at a meeting of the Board in writing.

9.2 BASIS FOR AMENDMENT. If the Board, in an open meeting, determines that there is a reasonable basis for the amendment of the Rules and Regulations, a draft of the proposed rule and regulation shall be completed. Legal advice as to the drafting shall be obtained.

9.3 FORMALITIES. A copy of the draft rule shall be sent to each Owner in accordance with the same formalities as required for notice of a special meeting of the Owners.

9.4 NOTICE OF HEARING. Included with the proposed rule shall be notice for hearing to receive comment concerning the proposed rule and regulation. Said hearing shall be set not less than thirty days from the date of the notice and shall specify the time and place of hearing.

9.5 PROCEDURES FOR HEARING. At the hearing, an opportunity to be heard shall be given to any and all Owners that care to attend. The hearing panel shall consist of Board members and a chairperson of the hearing shall be appointed by those Board members attending. A lack of quorum of Board members shall not halt the proceeding. The purpose of the hearing is not to vote on the issue, but rather only to obtain information. However, if the chairperson so desires, a vote of those present may occur, but the vote shall not bind the Board of Directors.

9.6 RESULTS OF HEARING. Following the hearing, and at a separate meeting of the board, whether regular or special, the hearing Board shall explain the results of the hearing and full discussion of the matter shall be held by the Board. The Board may accept, reject, or amend the proposed regulation by majority vote.

9.7 DETERMINATION OF ADOPTION. Upon the adoption of any rule and regulation the Board may make a determination of a reasonable and appropriate fine for violators of the rule. Such determination shall be included with the rule and regulation.

9.8 DOCUMENTATION OF NEW RULE OR REGULATION. Copies of any newly adopted rule and regulation shall be forwarded to each Owner or renter after the adoption of the Board. The Board shall compile all rules and regulations of the Project at some location easily reviewable by the member, and kept in the Association books.

9.9 EFFECTIVE DATE AND RECORDATION. The adopted rule or regulation and any amendments shall also be recorded in the records of Kootenai County and shall become effective on the date of recordation.

These Rules and Regulations were unanimously adopted by the Board of Directors of NORTHDRIDGE AT PRAIRIE FALLS, INC., ON THE 22nd day of April, 2013, and shall remain binding on all owners of property located in NORTHDRIDGE AT PRAIRIE FALLS, INC., until amended or terminated, or until the termination of the Declaration of Covenants, Conditions and Restrictions recorded in the records of Kootenai County as instrument number 1363410 on the 21st day of July 1994.

Board Member:

Jonni Williams, Secretary _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of April, 2014, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared JONNI WILLIAMS known or identified to me to be one of the Board Members of NORTHDRIDGE AT PRAIRIE FALLS, INC., the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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 in and for the State of Idaho
Commission Expires: _____