



First American Title Company

419 North Second Ave., Sandpoint, ID 83864
Phone (208)263-6833 - Fax (208)263-5890

Escrow Officer: -

Title Officer: Jeannie Blankenship - jblankenship@firstamholding.com

To: **Mark Bottles Real Estate Services, LLC**
5418 N. Eagle Road, Suite 180
Boise, ID 83713

Order No.: **336399-S**

Attn: **Sherri Boudreaux**

Your Ref:

Re: Property Address: **Lot 5 NNA Upper Rocky Road, Sagle, ID 83860**

COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions.

This Commitment is not valid without Schedule A and Section 1 and 2 of Schedule B.

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY



Countersigned

First American Title Company



ALTA Plain Language Commitment Form

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

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AGREEMENT TO ISSUE POLICY

SCHEDULE A

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2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS

SCHEDULE B-II -- EXCEPTIONS

CONDITIONS

**FIRST COMMITMENT
SCHEDULE A**

1. Commitment Date : **April 12, 2010 at 7:30 A.M.**

2. Policy or Policies to be issued:

	Policy Amount	Premium Amount
Owner's Policy		
Standard Owner's Policy (6/17/06) Form 1402-06	\$ To be determined	\$ To be determined
(Premium amount reflects \$no available credit)		
Proposed Insured:		
To Be Determined		
Loan Policy		
Loan Policy (06/17/06) Form 1056-06	\$ 0.00	\$
(Premium amount reflects \$no available credit)		
Proposed Insured:		
Endorsements: 9-06, 22-06, 8.1-06		\$

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Mountain West Bank

4. The land referred to in this Commitment is described as follows:

**LOT 5 OF ELK RIDGE ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF,
RECORDED IN BOOK 8 OF PLATS, PAGE 46, AS INSTRUMENT NO. 709949, RECORDS
OF BONNER COUNTY, IDAHO.**

Commonly known as: Lot 5 NNA Upper Rocky Road, Sagle, ID 83860

SCHEDULE B-SECTION I**REQUIREMENTS**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of items(s) .
- (f) If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.

**SCHEDULE B -SECTION II
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART I:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2010 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2009 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2007	\$616.94	\$0.00	RP023660000050A
2008	\$597.86	\$0.00	RP023660000050A
2009	\$597.86	\$0.00	RP023660000050A

Homeowners Exemption is not in effect for 2009.
Circuit breaker is not in effect for 2009.

8. Easement for existing road granted to James R. Turnbull and Dolores Turnbull, recorded November 16, 1983, as Instrument No. 278542.
9. Easement for existing road granted to James R. Turnbull and Dolores Turnbull, recorded March 12, 1984, as Instrument No. 283481.
10. Easement for power line granted to Northern Lights, Inc., recorded April 8, 1996, as Instrument No. 483056.

11. Easement for right of way granted to General Telephone Company of the Northwest, recorded April 17, 1996, as Instrument No. 483614.
12. Easement for road for ingress and egress granted to Idaho Forest Industries, Inc., recorded September 13, 1996, as Instrument No. 491710.
13. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Records of Survey recorded , as instrument numbers 663104 and 671992, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
15. Covenants, Conditions and Restrictions recorded as Instrument No. 709950, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

NOTE: The foregoing numbered exceptions (1-6) may be eliminated in an ALTA Extended or EAGLE Coverage Policy.

INFORMATIONAL NOTES

- A. Pursuant to the State of Idaho Insurance Regulations: A cancellation fee will be charged on all cancelled orders, unless notified to the contrary, all orders shall be cancelled and a billing sent within 6 months of the effective date on the commitment.

CONDITIONS

1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



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PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ELK RIDGE ESTATES

IN A PORTION OF GOVERNMENT LOT 3 AND GOVERNMENT LOT 4 OF SECTION 7,
TOWNSHIP 26 NORTH, RANGE 1 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO

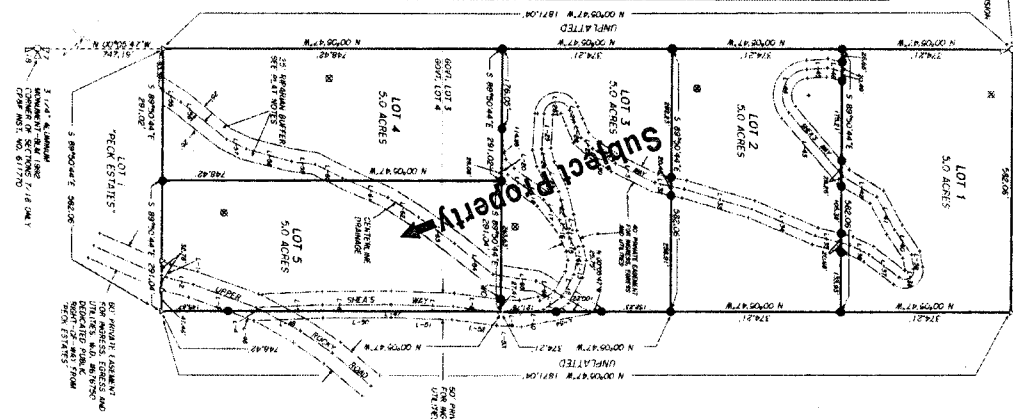
NOTES TO PLAN

1. A minimum 2,000 gallon water storage system shall be installed on each lot within a 24 hour period and that will not freeze or an equivalent system.
2. Roads within this subdivision are private, and have not been constructed to county standards for the sole expense of the property owners until such time as they are constructed to county standards for maintenance public by the city of Boise and accepted into the county's maintenance system by the Bonner County Board of Commissioners.
3. This plan is subject to a private maintenance agreement recorded as Instrument No. _____.
4. Motor vehicles shall be maintained within 25' of a road or driveway, or shown on the plan.
5. Lots will be served by individual wells and septic systems.

ASSUMPTIONS OF RECORD

1. recorded November 16, 1983, instrument No. 273524, official records.
2. a GOV water easement, 30' wide, with right of way, recorded March 12, 1984, instrument No. 283481, official records.
3. an easement granted to Northern Light, Inc., recorded April 8, 1986, instrument No. 483006, official records.
4. an easement granted to Northern Light, Inc., recorded April 17, 1986, instrument No. 483514, official records.
5. an easement of right of access across existing roads, granted instrument No. 491710, official records.

COURSE	BEARING	DISTANCE
1-1	N 23°04'13"E	133.00
1-2	N 14°04'16"E	160.17
1-3	N 28°07'42"E	160.07
1-4	N 01°07'07"E	146.88
1-5	N 01°07'07"E	137.00
1-6	N 02°04'03"E	48.00
1-7	N 01°07'07"E	47.75
1-8	N 34°17'35"E	52.80
1-9	N 01°07'07"E	52.80
1-10	N 78°04'33"E	25.40
1-11	S 74°43'54"E	34.75
1-12	S 32°03'12"E	34.75
1-13	S 74°43'54"E	34.75
1-14	S 48°09'49"E	42.00
1-15	S 74°43'54"E	34.75
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1-28	S 74°43'54"E	34.75
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1-90	S 74°43'54"E	34.75
1-91	S 74°43'54"E	34.75

ELK RIDGE ESTATES
 IN A PORTION OF GOVERNMENT LOT 3 AND GOVERNMENT LOT 4 OF SECTION 7,
 TOWNSHIP 56 NORTH, RANGE 1 WEST, BOISE MERIDIAN, BORNER COUNTY, IDAHO

OWNER'S CERTIFICATE
 KNOW ALL MEN BY THESE PRESENTS, that the undersigned E. Holly McLaughlin, being the owner of the above described property, do hereby certify that the same is and have particularly described as follows:

LEGAL DESCRIPTION
 A portion of Government Lot 3 and Government Lot 4, Section 7, Township 56 North Range 1 West Boise Meridian, Borner County, Idaho, more particularly described as follows:

Commencing at the West One Quarter of Section 7, said range being the True Point of Beginning;
 Thence East 90 degrees 00 minutes 00 seconds 47 meters East for a distance of 427.04 meters to the West Boundary of Section 7;
 Thence South 89 degrees 40 minutes 44 seconds East for a distance of 562.06 meters to the West Boundary of Section 7;
 Thence East 90 degrees 00 minutes 00 seconds 47 meters East for a distance of 427.04 meters to the North Boundary of Government Lot 3;
 Thence North 89 degrees 50 minutes 44 seconds West for a distance of 562.06 meters to the True Point of Beginning;
 Together with and subject to covenants, easements, and restrictions of record.
 Said property contains 23,500 acres, more or less.

E. Holly McLaughlin
 E. Holly McLaughlin

ACKNOWLEDGEMENT
 State of Idaho ss.
 County of Borner

on this 20th day of June, 2006, before me, the undersigned, a Notary Public, personally appeared E. Holly McLaughlin, known to me to be the individual who executed the foregoing instrument and acknowledged the execution of said instrument to be a free and voluntary act and deed for the uses and purposes herein stated; I have returned set in hand and seal the date last above written.

Christine Quirk
 Christine Quirk
 Notary Public
 State of Idaho
 My commission expires 07-11-2011



COUNTY COMMISSIONER'S CERTIFICATE

This plan has been approved and accepted by the Board of County Commissioners, Borner County, Idaho.
 Done at Boise, Idaho, this 15th day of July, 2006.
Robert C. Lambuth
 Robert C. Lambuth
 County Commissioner

COUNTY SUPERVISOR'S CERTIFICATE

I hereby certify that I have examined the herein proposed plat and find it conforms to the requirements of the Idaho State Code pertaining to plats and surveys and that the same are in accordance with the requirements of the Idaho State Code pertaining to plats and surveys and that the same are in accordance with the requirements of the Idaho State Code pertaining to plats and surveys.
 Done at Boise, Idaho, this 15th day of July, 2006.
William S. Stephens
 William S. Stephens
 County Supervisor

COUNTY TREASURER'S CERTIFICATE

I hereby certify that the required taxes on the herein described property have been paid up to and including the year 2005. Done at Boise, Idaho, this 15th day of July, 2006.
Christine Quirk
 Christine Quirk
 Notary Public
 State of Idaho
 My commission expires 07-11-2011

PLANNING DIRECTOR'S CERTIFICATE

This plat has been examined and approved.
 Done at Boise, Idaho, this 15th day of July, 2006.
Chae Mouri, Ph.D., M.P., AICP
 Chae Mouri, Ph.D., M.P., AICP
 Borner County Planning Director

SURVEYOR'S CERTIFICATE

I, Robert C. Lambuth, No. 5-5367, State of Idaho, do hereby certify that this plat was prepared by me to an actual survey of Lots 1 thru 5 of Elk Ridge Estates, in Section 7, Township 56 North, Range 1 West, Boise Meridian, Borner County, Idaho, and that the distances and bearings are shown correctly thereon, and that the monuments have been placed and all lot corners properly set and the survey is in compliance with all provisions of applicable State Law and Local Ordinances.
 Done at Boise, Idaho, this 15th day of July, 2006.
Robert C. Lambuth
 Robert C. Lambuth, No. 5-5367

PAYMENT OF DEATH DISTRICT 1

A voluntary restriction according to Idaho Code No. 1-326 in 50-3-349 is imposed on Elk Ridge Estates. No building or dwelling of another shall be erected until zoning restriction requirements are satisfied and filed. This plat is approved by the Board of County Commissioners, Borner County, Idaho, this 15th day of July, 2006.
William S. Stephens
 William S. Stephens
 County Supervisor

LENDOR'S CERTIFICATE

The following boundaries of a deed of trust on the property described in the foregoing lender's certificate hereby conform to the subdivision as shown hereon, in which the interest of the lender is shown.
 Done at Boise, Idaho, this 15th day of July, 2006.
John D. Dyer, Vice President
 John D. Dyer, Vice President
 Title and Trust Co. of Idaho
 for Mountain West Equi

ACKNOWLEDGEMENT

State of ID. ss.
 County of Borner
 on this 15th day of July, 2006, before me, the undersigned, a Notary Public, personally appeared Mark Dyer, known to me to be the individual who executed the foregoing instrument and acknowledged the execution of said instrument to be a free and voluntary act and deed for the uses and purposes herein stated; I have set my hand and seal the date last above written.

John Dyer
 John Dyer
 Notary Public for the State of Idaho
 My commission expires 7-15-2010

RECORDER'S CERTIFICATE

This instrument was recorded in Book 3 of the Register of Deeds, Borner County, Idaho, on this 15th day of July, 2006, at 2:00 p.m. in Room 307 of the County Recorder's Office.
Robert C. Lambuth
 Robert C. Lambuth
 County Recorder

ROBERT C. LAMBUTH AND ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 P.O. BOX 281
 CLAW FORK, ID 83411
 208-286-1128



CATHERINE L. DULLEA, CHTD.
Attorney at Law
101 North Fourth Avenue, Suite 204
Sandpoint, ID 83864
Phone: (208) 265-2276
Fax: (208) 265-1556

FILED BY
Wetick
2006 AUG -3 P 2:59
12:00
MARIE SCOTT
BONNER COUNTY RECORDER
MS DEPUTY

709950

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR ELK RIDGE ESTATES**

The Declarant, as owner of the real estate described herein, intends by this document to impose upon the property described herein mutually beneficial restrictions and covenants which are designed to touch and concern the Elk Ridge Estates as a residential development for the benefit of all of the lots and the owners or occupiers thereof. The legal description of the property which these covenants, conditions, and restrictions are imposed upon is as follows:

Elk Ridge Estates, according to the plat thereof, recorded at Book 8, page 42, records of Bonner County, Idaho.

The Declarant intends that all lot owners and occupiers in Elk Ridge Estates shall have mutual rights of enforcement of these covenants and restrictions by seeking legal and or equitable relief.

The Declarant hereby declares that the property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved subject to the following declarations, limitations, covenants, conditions, restrictions, and servitudes, all of which are for the purpose of enhancing and protecting the value and attractiveness of the property, and every part thereof, all in accordance with the use of the property as a residential community.

All of the limitations, covenants, conditions, and restrictions shall constitute restrictive covenants, equitable servitudes, and encumbrances, which shall run with the land and shall be perpetually binding upon the real estate, the Declarant and her successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or any lot of Elk Ridge Estates.

The limitations, covenants, conditions and restriction hereby imposes upon Elk Ridge Estates are as follows:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS 1

1. **Use of Lots:** All lots shall be used only for single-family residential purposes by the owner and his or her family, or by a single-family tenant. All exterior construction and finish work shall be completed within one year from commencement of construction. No modular, manufactured, trailer house, or mobile homes may be placed on any lot as a permanent residence or storage facility for longer than one year.
2. **Commercial Use:** No owner, tenant, or other person shall at any time conduct, or permit to be conducted, on any lot, any trade or business of any kind, either commercial or religious, including, but not limited to, school, nursery, outpatient treatment, rehabilitation or recovery facilities; nor shall said premises be used for any other purpose whatsoever except for the purpose of a private dwelling or residence for one family. Home occupations of family members, which have no exterior visibility, are not prohibited, provided they are conducted totally within the residence, are not open to the public, and do not generate extra vehicular traffic or street parking and comply with county ordinance provisions.
3. **Lot Maintenance:** Each lot and the exterior appearance of improvements thereon shall be maintained in a clean, neat and orderly condition, and in good repair at all times. No inoperable vehicles, salvage materials, or debris of any type shall be stored or parked on any lot at any time.
4. **Road Maintenance of Shea's Way:** All lots shall share equally in the maintenance of Shea's Way as it appears on the plat of Elk Ridge Estates. Said maintenance may be executed by any owner of the affected lots. Maintenance expenses shall be approved by owners of at least 3 lots prior to reimbursement.
5. **One Time Road Maintenance Fee:** The first purchaser of each lot in Elk Ridge Estates, not including the Declarant, shall pay a one time fee of \$3,500.00 to the Rocky Road Maintenance Association to be used for improvements to Rocky Road. This fee must be paid within one year of purchase of the lot, or upon completion of the construction of a residence on the lot, whichever is sooner. This fee is to be paid only once per lot.
6. **Road Maintenance Association Membership:** Each owner also agrees to become a member of the Rocky Road Maintenance

Association and the Upper Rocky Road Maintenance Association, respectively, and pay all fees and assessments lawfully required by those associations. Each lot in Elk Ridge Estates shall pay 1/10 (One Tenth) of the cost for road maintenance and snow removal for the easement roadway which is 950 feet of Upper Rocky Road. These fees will be paid to the Upper Rocky Road Maintenance Association.

7. All lots shall share equally in the maintenance of the storm water management plan as established for Elk Ridge Estates. Said maintenance may be executed by any owner of the affected lots. Maintenance expenses shall be approved by owners of at least 3 lots prior to reimbursement.
8. Enforcement of Assessment Obligations; Creation of Lien and Personal Obligation of Assessments: The obligation of each Party hereto to pay his or her proportionate share of the maintenance costs shall be a charge on the land and shall be a continuing lien upon said land until paid. Each such unpaid charge shall also be the personal obligation of the owner who was the owner of such lot at the time the assessment for said charges was made. The lien for such assessments shall be subordinate to the lien of any underlying real estate contract, first mortgage or first deed of trust.
9. This Agreement may be enforced by the Declarant, any owner of any lot in the Elk Ridge Estates, and, in the case of road maintenance assessments, the road maintenance association to which the assessment was to be paid.
10. Fireworks: No fireworks will be discharged or ignited on any lot, except for July 4th and New Year's Eve celebration fireworks as permitted by federal, state, and local law. Any owner using fireworks shall be fully responsible for all damage caused thereby, regardless of approval of use.
11. Natural Drainage: No owner or occupier shall change or interfere with the natural and or designed drainage of any lot.
12. Modification: These Covenants, Conditions and Restrictions, except Paragraph 10, may be changed by written and recorded amendment, upon the approval of 75% of the owners of lots in Elk Ridge Estates, one vote per lot.

