

Addendum to Moonridge Estates CC&R's filed April 21, 2010

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14. **Homeowner's Association:** After the sale of or having the 6th lot under sales contract, Developer shall cause the formation of a homeowner's association as well as an architectural control committee, and their rules and regulations, as amended from time to time will bind all lot owners from the time of formation onward. Dues shall be paid to Moonridge Home Owners Association LLC at the time of sale and annually thereafter. Association dues will be \$20.00 per months which can be paid monthly or annually. Developers and the lots they continue to market are excluded from HOA dues. Dues on these lots will be collected at the time of sale.

Added to Item 9: No owner of any lot can perform any act that may be detrimental and potentially have a negative effect on Moonridge Estates/ HOA members and the value of their property. All signs posted by home or lot owners on their property must be first approved by the Owners and HOA members.


James Wandler, Owner Wandler Properties LLC

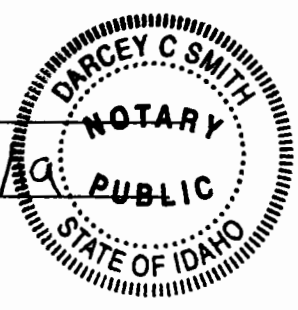
Date 4-11-2016

STATE OF IDAHO)
) ss
COUNTY OF BONNER)

On this 11th day of April, 2016, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared James Wandler known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she/they executed the same, and did so in his/her authorized capacity as Owner/Manager of Wandler Properties LLC.

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

Darcey C Smith
NOTARY PUBLIC
My Commission Expires: 11/14/19



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL PERSONS BY THESE PRESENTS, that WANDLER PROPERTIES, LLC, an Idaho limited liability company, ("Developer" or "owner") of the following described real property in Bonner County, Idaho:

All of the lots in MOONRIDGE ESTATES, according to the plat there of, recorded in Book 9 of Plats, page 41, records of Bonner County, Idaho ("the property").

WHEREAS, said owner desires to place certain restrictions on the use of the real property described above, and any subdivisions thereof, for the benefit of the owner and its grantees, successors or the assigns, in order to establish and maintain the character and value of the real property and quality of life on the property described above;

NOW, THEREFORE, the undersigned does hereby impose, establish, publish, and acknowledge the following protective covenants, conditions and restrictions upon the real property described above, and any subdivisions thereof, and upon all present and future owners of said real property, as follows:

1. **Lot Types and Common Areas.** Phase I and Phase II shall consist of 19 (nineteen) single-family lots. Lot 18 (eighteen) and the existing residence on this lot will be included as a lot within the MOONRIDGE ESTATES development. Rules regarding Common Areas within MOONRIDGE ESTATES including but not limited to specific rules for use, and assessment of dues for maintenance of the Common Areas, shall be part of additional covenants, conditions, and restrictions (CC&Rs). Common areas are set aside for the exclusive use of lot owners and residences of MOONRIDGE ESTATES. Dues for maintenance of Common Area will be assessed at the time of sale of each lot and paid annually thereafter. Any unpaid dues may become a lien against the lots or living units within this Subdivision, pursuant of the terms of the additional CC&Rs, or By-Laws of any Homeowners' Association formed. The Homeowners Association may also assess dues for the maintenance of stormwater facilities within the subdivision.

2. **City Ordinances.** All owners of lots in MOONRIDGE ESTATES shall be bound by the ordinances of the City of Sandpoint, including but not limited to building codes, animal ordinances, nuisance ordinances, and public health and safety ordinances.

3. **Building Permits.** Only one (1) single-family residence shall be allowed on each Lot. Prior to construction of any building, a building permit shall be obtained from the Sandpoint City Planning Department unless the City does not require permits for the particular type of building being constructed.

4. **Pets.** Pets must be contained within buildings or in fenced yards at all times, or must be leashed. All dogs and cats must have a current license with the City of Sandpoint if the City issues such licenses. The number and types of pets allowed will comply with Sandpoint ordinances.
5. **Storm Water Management.** The City of Sandpoint requires storm water management and runoff control in order to subdivide property. No owner of any lot within MOONRIDGE ESTATES shall be allowed to alter any storm water management or erosion control system, or any components thereof, without prior written consent from the Sandpoint City Planning Department and/or any other governmental entity responsible for or regulating such systems. Owners or the Homeowners Association shall maintain stormwater facilities within the subdivision.
6. **No Manufactured Homes or Mobile Homes Allowed.** No prefabricated, manufactured, mobile or trailer home of any kind shall be permitted or allowed for use as a dwelling or additional outbuilding.
7. **Fences.** Fences constructed of barbed or razor wire shall not be allowed. All new fencing shall be constructed of either wood or vinyl post and rail that is consistent in color and texture of the Cedar Fence that runs the length of the West side of MOONRIDGE ESTATES. It is the responsibility of each lot owner to maintain the structure and appearance of their fences.
8. **Outbuildings.** All outbuildings must match the architectural and aesthetic nature of the dwelling of that lot and must be consistent with the architectural and continuity of MOONRIDGE ESTATES. The architectural control committee prior to being constructed or placed must approve all outbuildings. Two outbuildings per lot including detached garages will be allowed. No outbuildings constructed prior to a single-family residence being completed.
9. **Lot Maintenance.** Each lot and all improvements and landscaping thereon shall be maintained in a clean, neat, and orderly condition and in good repair at all times. No junk, including but not limited to non-operable motor vehicles or boats, trailers, motorcycles, or the parts thereof, or any trash or garbage, or accumulations of debris or pet waste, shall be allowed to accumulate on any of the property affected by this document. Trash, garbage and other waste shall not be kept except in sanitary containers, which shall be kept screened and concealed from the view of other Lots and the public right of way. All property owners must follow the guidelines outlined in City of Sandpoint *Ordinance 1129 Nuisances*
10. **Architectural Control.** Developer shall have the right to approve or disapprove all plans and specifications for all buildings, including but not limited to residences, garages, sheds, and other outbuildings, to be constructed within MOONRIDGE ESTATES, until the sale of all lots are consummated, after which

time, an architectural control committee shall be formed by the Owner, and said committee shall have the same rights as Developer hereunder. The intention of this right to approve or disapprove such plans is to maintain continuity in the neighborhood, especially with respect to quality of construction and outside treatment. In the event construction commences without approval, Developer, or the architectural control committee formed, shall have the right to obtain a restraining order, temporary or permanent, as needed, to enjoin further building until the plans and specifications meet with such approval, and shall be entitled to an award for damages including reasonable cost and attorney's fees.

- a. **Architectural Guidelines.** All house and landscape plans will be submitted to the Architectural Design Committee previous to purchasing a lot or obtaining a building permit. These guidelines include but are not limited to the following:
- i. Placement of homes and buildings will maximize views of Cabinet Mountains, Schweitzer Mountain and provide privacy between homes
 - ii. Colors will be limited to earth tones added to browns, greens, grays, etc.
 - iii. At least 30 year Composition roofing will be placed on all buildings
 - iv. Cement Composite (Hardi-plank) or wood siding will be used on all buildings. No vinyl siding will be allowed.
 - v. A minimum of 10% of the road facing frontages of all houses and garages will include wood or wood-like and/or rock, and/or metal accents
 - vi. Front yard landscaping and sprinkler systems will be included in the sale of all homes

11. **Permeable Pavers.** Pavers were placed in the roadway for appearance and Stormwater drainage. During new construction of homes on lots within Moon Ridge Estates measures will be taken to protect these pavers from damage including but not limited to placing protection over the pavers during any vehicle crossing. Precautions must be taken to maintain the pavers water absorption capabilities including: Keeping dirt, oil, and debris from getting in the gaps between the pavers that may inhibit the potential water drainage i.e. (For example, parking a car that leaks fluids on the pavers)

12. **No Commercial Use.** No commercial use shall be allowed on any Lot, where there is outward evidence of the commercial nature of the use (e.g., advertising signs, special lighting, extra parking, increased noise, or increased traffic through the project.

13. **Airport Proximity.** Due to the close proximity of the Sandpoint Airport runway (approximately 1100 feet) and the expectation of increased traffic, the owners and residences of Moonridge Estates may encounter substantial noise as planes depart

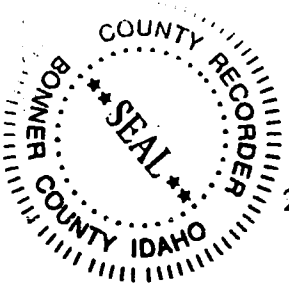
and land at the airport. No lot owner or resident will have any claim against the Developer or his or her successors and assigns due to this proximity to the airport.

14. **Homeowners' Association.** After the closing of the sale of 6 lots, Developer shall cause formation of a homeowners' association as well as an architectural control committee, and their rules and regulations, as amended from time to time, will bind all lot owners from the time of formation onward. Association Dues will be determined by an annual assessment of each lot within Moonridge Estates and will be paid monthly. Initial Association Dues will be \$20.00 per month (\$240.00 annually) These dues will be used for the maintenance of the Common Areas and stormwater system and will be adjusted annually as deemed necessary by the Association Board and City Ordinances.
15. **Enforcement.** Violation of any of the covenants, conditions or restrictions enumerated herein shall be deemed material breaches. Any owner of the real property affected by this document may enforce these covenants, conditions and restrictions. Prior to undertaking any action to enforce these covenants, conditions and restrictions, the Developer, or the owner(s) seeking such enforcement shall give written notice and an opportunity to cure the breach to the owner deemed in breach. The notice shall be given by personal delivery, or by mail, U.S. postage prepaid. The owner deemed in breach shall have thirty (30) days from the date of personal delivery, or thirty-three (33) days from the date of mailing of the notice of breach to cure the breach. If the owner deemed in breach fails to cure the alleged breach within the time period set forth in this paragraph, then the person or entity seeking enforcement may bring an action at law or equity to enforce the covenants, conditions, or restrictions being breached, including payment of association dues or fees, and may seek any and all legal and equitable remedies, including but not limited to injunctive relief. Developer and owners of any of the lots or living units within MOONRIDGE ESTATES shall have the right to enforce and maintain these covenants, conditions, and restrictions, in law and equity, until the sale of all lots are consummated, after which time only the individual lot owners of MOONRIDGE ESTATES, may enforce them. Proceedings for enforcement may include a demand for injunctive or declaratory relief, and action for recovery of damages and reasonable attorneys fees.
16. **Attorney's Fees and Costs.** In the event of an action by any owner for enforcement of these covenants, conditions and restrictions, the prevailing party shall be entitled to the recovery of reasonable attorney's fees and costs.
17. **Amendment.** The Developer, in its sole discretion and without approval by any lots owners, shall be entitled to amend these CC&Rs until all lots are sold. Once sold, these covenants, conditions and restrictions may be amended or modified upon a vote of 2/3 of the Lots or living units, one vote per lot or living unit, affected hereby at the time of the amendment. In the event of an amendment or modification of these covenants, conditions and restrictions, such amendment or modification shall be recorded in the public records of Bonner County, Idaho, No

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amendment may be made to the Stormwater Maintenance section of these agreement without the prior written approval of the Sandpoint City Planning Department, and Covenant No. 2 above, may not be amended or removed whatsoever.

- 18. **Severability.** If any of the provisions contained herein are deemed void or illegal, the remaining provisions shall remain in full force and effect.
- 19. **Binding Effect.** The covenants, conditions and restrictions contained herein are intended to and do run with the land and shall inure to the benefit of the owners of the real property affected hereby and any subdivisions thereof, and their successors and assigns. Each grantee of a conveyance or purchaser under a contract or agreement of sale by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to these covenants, conditions and restrictions, and agrees to be bound by the same.
- 20. **Invalidation.** In the event of invalidation by a court of law of any of the provisions recited herein, such invalidation shall not affect the validity of any other portion of this document, which shall remain in full force and effect.



IN WITNESS WHEREOF, the owner has executed this Declaration this _____ day of _____, 2009

WANDLER PROPERTIES, LLC
 By: [Signature] (NAME) Wandler owners (TITLE)

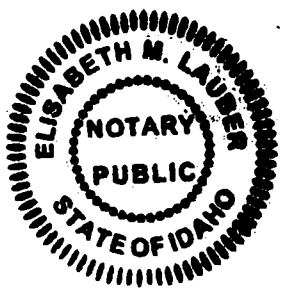
STATE OF IDAHO)
)
 County of Bonner)

This day personally appeared before me, the undersigned Notary Public, Elisabeth Lauber, known or proven to me to be the Owners Of WANDLER PROPERTIES LLC, an Idaho limited liability company the entity that executed the within instrument, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of April, 2009

By: [Signature]
 the 24 day of April, 2009
 MARIE SCOTT, COUNTY RECORDER
 County of Bonner
 I, Marie Scott, County Recorder in and for the county and state aforesaid, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof recorded in my office by instrument number 191197
 Witness my hand and seal.

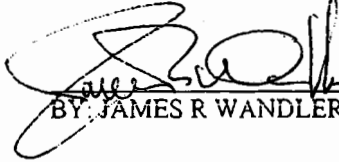
STATE OF IDAHO)
)
 DEPUTY
 MARIE SCOTT
 BONNER COUNTY RECORDER
[Signature]

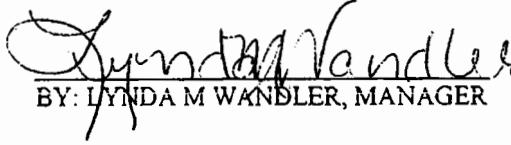


Elisabeth M. Lauber
 Notary Public
 Residing at: Sandpoint
 Comm. Exp.: 9/14/15

2010 APR 21 A 11:33
 15:00
 FILED BY
 Wandler

WANDLER PROPERTIES, LLC

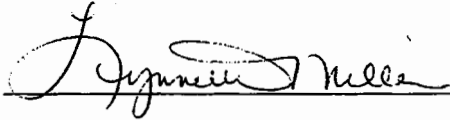

BY: JAMES R WANDLER, MANAGER


BY: LYNDA M WANDLER, MANAGER

STATE OF IDAHO }
 } ss.
COUNTY OF BONNER }

ON THIS 3rd DAY OF May, IN THE YEAR 2012, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JAMES R WANDLER AND LYNDA M WANDLER KNOWN OR IDENTIFIED TO ME TO BE THE MANAGERS OF THE LIMITED LIABILITY COMPANY KNOWN AS WANDLER PROPERTIES LLC WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN SAID LLC NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



NOTARY PUBLIC FOR THE STATE OF IDAHO

RESIDING AT: Athol

COMMISSION EXPIRES: May 2, 2017

