

✓ 1749367

includes Design Guide

KNOW ALL PERSONS BY THIS NOTICE, that the Board of Directors of HAYDEN LAKE COUNTRY CLUB ESTATES HOMEOWNERS, INC., in accordance with the Declaration of Covenants, Conditions, Restrictions and Reservations, has adopted the following Rules and Regulations for HAYDEN LAKE COUNTRY CLUB ESTATES P.U.D. These Rules and regulations shall be known as the "Design Guidelines for Hayden Lake Country Club Estates". These Rules and Regulations shall apply to the real estate located in Hayden Lake, Idaho as more particularly described on Exhibit "A" of the Declaration of Covenants, Conditions and Restrictions recorded in the records of Kootenai County as instrument number 1749146.

The Board of Directors of HAYDEN LAKE COUNTRY CLUB ESTATES HOMEOWNERS, INC. unanimously adopted these Rules and Regulations on the 26th day of August 2002. These Rules and Regulations shall remain binding on all Owners of property located in HAYDEN LAKE COUNTRY CLUB ESTATES until amended or terminated, or until the termination of the Declaration of Covenants, Conditions and Restrictions recorded in the records of Kootenai County as stated above.

HAYDEN LAKE COUNTRY CLUB ESTATES HOMEOWNERS, INC.

Gordon Longwell
Gordon Longwell, President

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF _____
NORTH IDAHO TITLE INS

AUG 28 12 29 PM '02

DANIEL J. ENGLISH

DEPUTY *CP*
FEES 102.00

(34 pgs)



On this 26 day of August 2002, before me, the undersigned, a Notary for the State of Idaho, personally appeared Gordon Longwell, known or identified to me to be all of the President of HAYDEN LAKE COUNTRY CLUB ESTATES HOMEOWNERS, INC., the person 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.

[Signature]
Notary Public for the State of Idaho
Commission Expires: 8/15/2006

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OWNER'S CERTIFICATE

Know all men by these presents that HAYDEN LAKE COUNTRY CLUB, INC., AN IDAHO NON-PROFIT CORPORATION AND HAYDEN LAKE COUNTRY CLUB, INC., AN IDAHO CORPORATION and LRC DEVELOPMENT, LLC., AN IDAHO LIMITED LIABILITY CORPORATION, hereby certifies that they own and have sold out the land embraced in the within Plat to be known as HAYDEN LAKE COUNTRY CLUB ESTATES, P.U.D., a parcel of land being a portion of the Southeast Quarter, Section 13, Township 51 North, Range 4 West, Boise Meridian, City of Hayden Lake, Kootenai County, Idaho, more particularly described as follows;

Tracts 81, 82, 73 and portions of tract 74 (being Tax Parcel Number 19243), Avondale, as shown on the Plat thereof filed in Book "B" of Plats, of page 132, records of Kootenai County, located in the Southeast Quarter of Section 13, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, said tracts and portions comprising an aggregate parcel more particularly described as follows:

Commencing at a 1/2" iron rod monument marking the southeast corner of Section 13, from which an aluminum cap monument marking the south quarter corner, said Section 13, bears N 89°41'35" W a distance of 2595.69 feet; thence along the east line of Section 13, N 00°59'13" E a distance of 661.23 to the intersection of the extension of the south line of said Tract 73 with the East line of Section 13; thence, N 89°43'51" W along said extension a distance of 15.13 feet to a 1" iron pipe monument marking the southeast corner of said Tract 73, and the True Point of Beginning for this description.

Thence, along the perimeter of said aggregate parcel the following courses:

N 00°59'55" E, a distance of 646.42 feet;

N 89°48'16" W a distance of 638.99 feet;

N 89°48'01" W a distance of 654.04 feet;

S 00°34'14" W a distance of 644.82 feet;

S 00°33'47" W a distance of 629.75 feet;

S 89°41'47" E a distance of 648.82 feet;

S 89°37'22" E a distance of 128.29 feet;

N 00°50'39" E a distance of 210.89 feet;

N 89°30'59" W a distance of 128.29 feet;

N 00°50'44" E a distance of 100.41 feet;

then along a curve to the right having a radius of 200.00 feet, a delta of 34°12'31" and an arc length of 119.41 feet and a chord bearing and distance of N 17°57'00" E, 117.85 feet.

thence N 35°03'16" E a distance of 148.18 feet;

thence along a curve to the right having a radius of 200.00 feet with a delta of 55°12'54" and an arc length of 192.74 feet with a chord bearing and distance of N 62°39'43" E, 185.36 feet;

thence, S 89°43'51" E a distance of 354.84 feet to the True Point of Beginning.

Said parcel of land containing 29.723 acres (1,294,727 square feet), more or less.



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THE DESIGN GUIDELINES

"HAYDEN LAKE COUNTRY CLUB ESTATES"

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Section 1 INTRODUCTION

1.1. The Creation of "Hayden Lake Country Club Estates"

"Hayden Lake Country Club Estates" is a master planned golf course and year-round residential community comprised of 29 home sites located in Hayden Lake, Idaho. At completion the project will cover approximately 12 acres surrounding a 3-hole Mark Rathert designed golf course expansion to the Hayden Lake Country Club.

The 29 home sites ranging from 1/5 acre to 1/2 acre will follow the terrain and rock outcroppings. "Hayden Lake Country Club Estates"'s unique master plan designates patio homes, and estates which will all share varying types of lake, golf course and mountain views.

"Hayden Lake Country Club Estates"'s Design Guidelines call for the use of native materials to create a graceful union of homes and the landscape. The Design Guidelines will also inspire a "Hayden Lake Country Club Estates"-style architecture that is part lake home, part private lodge and part alpine chalet.

"Hayden Lake Country Club Estates"'s master plan is both private and intimate, exactly the right size and spirit to nurture a sense of community and friendship generated by the mutual recognition of how special this place is and how much you feel at home here.

1.2. Objective of Design Guidelines

In keeping with the goal to have "Hayden Lake Country Club Estates" remain the unique development that it is; and in accordance with the Covenants, Conditions and Restrictions of "Hayden Lake Country Club Estates" ("Declaration"), these Design Guidelines have been adopted as the Rules and Regulations to assist the Owner in all steps taken in the dwelling and site plan design phrase. All decisions made by the Design Committee are final.

Section 2 SITE DEVELOPMENT GUIDELINES

2.1. The Building Envelope Setbacks

The Building Envelope setbacks are that portion of each Lot where the dwelling, guesthouse or garage can be built. The Building Envelope Setbacks acts as a limit beyond which no construction activity, except landscaping is allowed.

The Building Envelope Setbacks may exceed existing setbacks allowed in the City of Hayden Lake. Existing trees 12" in diameter or larger may not be removed if located in the setback areas. If a tree 12" in diameter located within the setback area but within 3 feet of a proposed roof may be removed with the permission of the Design Committee.

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2.2. Grading and Siting

In order to maintain "Hayden Lake Country Club Estates" in as natural state as possible, control of grading is absolutely critical. The objective is to limit the disturbance of existing terrain; and therefore, grading should be kept to a minimum. Residences should be designed to fit the existing topography of the property without large amounts of cut or fill. Changes in the natural grade by cutting or filling for structures, walks and driveways should be kept to a minimum to preserve the existing land form and to prevent scars, erosion and damage to root systems of trees which are to remain. Any damage from grading operations shall be landscaped or returned to its previous natural condition within sixty (60) days of occupancy.

Under no circumstances shall any grading take place where over ten cubic yards of material is being moved without the prior written approval of the Design Committee; and, grading permit application submittal and subsequent approval of grading permit issued from the City of Hayden Lake.

General siting and grading principals are as follows:

- a) Building and improvements should step down slopes, so as to be a part of the site to fit a non-responsive structure. The finish grade around the residence and any site walls should remain as close as possible to the original natural grade.
- b) Significant cut and fill conditions should be contained with retaining walls or within the construction so as to avoid cut and fill slopes being exposed.
- c) Flat building pads will generally not be allowed to extend beyond the perimeter of the building and/or site walls. Cut slopes may be graded and naturally contoured to match existing terrain if all grading is contained within the Building Envelope Setbacks and if, in the opinion of the Design Committee, the regarded slope will have a natural appearance upon completion.
- d) Multi-level solutions for buildings and improvements should be used wherever possible. Retaining walls or foundation walls should not exceed 6 feet in height from finished floor and must be finished with the materials similar to the main structure. As referenced in Section 6.1.3. below an architect, or civil or structural engineer must design any retaining that exceeds 4 feet in height.

Additional height may be achieved by use of more than one retaining wall, provided a significant setback, in the opinion of Design Committee, is provided between the two walls.

- e) Screen walls, walls not supporting a building structure or retaining earth, may not exceed 6 feet in height measured from finished grade along the exterior side of the enclosure and must be finished with materials similar to the main structure.

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2.3. *Minimum Setbacks*

Setbacks shall be measured from the associated property line and the building foundation walls. The following is the requirements for front yard, side yard, rear yard and flanking street:

FRONT YARD: *Twenty feet (20') as measured from the front property line and the building foundation.*

SIDE YARD: *Ten feet (10') on at least one of the two sides measured from the side property line and the building foundation. One of the side yard set backs may be five feet (5') as measured from the side property line and the building foundation.*

REAR YARD: *Rear yards shall be thirty feet (30') at all golf course frontage lots except Lots 4 thru Lot 10. Lots 4 thru 10 and non-golf course frontage lots shall be Twenty feet (20') as measured from the rear property line and the building foundation.*

FLANKING STREET: *Fifteen feet (15') as measured from the side property line of street right-of-way and the building foundation.*

2.4. *Golf Course Impact*

As with all golf frontage lots, there is an inherent risk that golf balls and the play of golf may impact a lot or residence. The Design Committee strongly recommends that during the site planning of a lot, detailed consideration be given to the possibility of errant golf balls, particularly with the orientation of windows or other breakable surfaces of the residence. Netting, screens, or excessive landscaping will not be allowed. Evaluation of the proper siting, orientation, and setbacks should provide for maximum golf or view orientation with the minimal adverse impact from the play of golf. Design consideration should also be given to the noise generated by golfers, golf carts and golf maintenance vehicles. Golf Course view lots may have more restrictive setback requirements so as not to impact view or interrupt privacy.

Section 3 REVIEW AND APPROVAL PROCESS

In order to assist Owners in taking full advantage of the unique opportunities of their lots in the planning and design of their residence, a comprehensive design review process administered by the Design Review Committee has been established. This process provides an opportunity for the Owner to draw upon expertise and knowledge that has been acquired during the planning and development of "Hayden Lake Country Club Estates". The Board has appointed the Design Committee (hereinafter "Design Committee") with the responsibility of maintaining the standards set forth in the "Hayden Lake Country Club Estates" Design Guidelines (hereinafter "Design Guidelines").

In its ongoing efforts to achieve the highest possible quality at "Hayden Lake Country Club Estates", the Design Committee may modify or create additional guidelines, policies or

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procedures in accordance with the Declaration. In exercising its discretionary power the Design Committee may also modify its interpretations of various portions of the guidelines as it gains experience with their application. **IT IS IMPERITIVE THAT EACH OWNER AND PROPOSED DESIGNER MEET WITH A REPRESENTATIVE OF THE DESIGN COMMITTEE PRIOR TO COMMENCING THE DESIGN PROCESS.** Please contact the Design Committee for an appointment and to receive the latest amendments to the Guidelines or current policies prior to proceeding with design.

In general, the Design Review Process is divided into five phrases:

- 1) Meeting between Owner, Designer and Committee
- 2) Preliminary Submittal
- 3) Final Submittal
- 4) Construction Approval

It is imperative that each Owner retains competent professional services for planning and design. A thorough analysis and understanding of a particular lot and the Owner's special needs and the skill to translate this into building form, as well as the ability to convey to the Design Committee the concept and design of a proposed residence or other improvements, are all important elements of the Design Review Process. Lack of knowledge, understanding and skill may result in a design not being approved by Design Committee. If an Owner elects to do his own design work or to obtain non-professional services, and the resulting design in either case is not approved by the Design Committee, the Committee has the right to require that the Owner thereafter utilize professional design services.

The Design Review Process was developed to provide adequate checkpoints along the way, in an effort to minimize time and money spent on designs that do not adhere to the Design Guidelines of "Hayden Lake Country Club Estates", or to the overall philosophy of "Hayden Lake Country Club Estates". An attempt has been made to streamline this process to eliminate excessive time delays. Nevertheless, each Owner is directly responsible for complying with "Hayden Lake Country Club Estates" Design Guidelines, and all other applicable provisions of the Declaration, as well as all rules and regulations of any governmental authority, in order to bring the design review process to a speedy and satisfactory conclusion. To further this process the Declarant shall appoint a Design Review Coordinator. At the end of the period of Declarant control the Design Review Coordinator shall be appointed by the Design Review Committee.

The Design Committee will conduct reviews of projects during their regular meetings or at such other times, as it deems appropriate. Owners, architects, or builders shall have no right to attend any meeting of the Design Committee unless specifically requested to do so by the Design Committee. The Design Committee will respond in writing to the Owner no later than fifteen (15) days after the Design Committee has reviewed a submittal. Results of reviews will not officially be discussed over the telephone with an Owner or his architect or builder. All official actions, responses and communication from the Design Committee, any of its members, or the Design Review Coordinator will be conveyed in writing. Any responses an Owner may

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wish to make in reference to issues contained in the Design Committee's notice following review of submittals should be addressed to the Design Committee in writing.

Preliminary Submittals and Building Envelope Submittals must be made a minimum of fifteen (15) calendar days prior to the review meeting at which they will be discussed. Final submittals, and any revised submittals must be made a minimum of eight (8) calendar days prior to the review meeting at which they will be discussed. Dates of regularly scheduled Committee meetings are available from the Design Committee at the sales office.

Although the Design Committee will enforce all provisions of the Guidelines, the following will be of particular concern:

- a) Siting of the residence within the Building Envelope to be sensitive to the views and privacy of other lots or open spaces.
- b) Architectural character as viewed from all sides and specifically from the golf course, streets and common areas. The texture and materials of the design are critical.
- c) Building heights and restrictions as set forth in Section 4 of these Guidelines.
- d) Finished floor levels and grading.
- e) Exterior elevations of the residence, including a high level of aesthetic quality and the use of consistent, substantial materials.
- f) Setbacks along the boundary adjacent to the golf course, to maintain visual and safety separation.
- g) Exterior paint and natural material colors, as well as color usage and distribution.
- h) Landscape character and plant materials native to the environment.

3.1 Pre Design Meeting

To initiate the review and approval process prior to preparing any drawings for a proposed residence or improvement, it is a requirement that the Owner and his architect meet with the Design Review Coordinator or a Design Committee member to review the proposed residence and to explore and resolve any questions regarding building requirements in "Hayden Lake Country Club Estates" Design Guidelines. Any amendments to these Guidelines, as well as the current policies and procedures may be obtained at this time. This meeting may at the approval of the Design Committee be a conference call between the Design Coordinator, the Owner and the Owner's architect.

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This informal review is to offer guidance prior to the initiation of preliminary design. An appointment for the pre-design meeting should be made at least one week in advance. Pre-design meetings are mandatory and preliminary submittals will not be accepted without a pre-design meeting.

3.2 *The Preliminary Submittal*

Preliminary drawings, including all of the exhibits outlined below, must be submitted to Design Committee after the pre-design meeting and at least fifteen (15) calendar days in advance of a regularly scheduled Committee meeting at which the submittal will be discussed. Dates of regularly scheduled Committee meetings are available at the sales office.

Preliminary submittals shall include:

- a) The Application Form, supplied by Design Committee, with all the information completed.
- b) A Site Plan, at scale of not less than 1"=20' on a 24" x 36" or a 30" x 42" sheet, showing Lot boundaries and dimensions, the graphic locations of the Building Envelope, the residence and all other structures, distances from proposed structures to nearest structures (if any) on adjacent Lots, driveway, centerline of adjacent streets, parking areas, patios, pools, walls, proposed utility service facilities and routes, site grading including existing and proposed contours at one foot intervals, and topographic features such as drainage swales, rock outcroppings and existing trees and major shrubs to retained or removed, and elevations (datum) of all building floors, patios, and terraces, shown in relation to site contour elevations. Each Owner submitting drawings for approval to the Design Committee shall be responsible for the accuracy of all information contained therein.
- c) Roof Plans and Floor Plans at not less than 1/8"=1' showing areas and heights of flat and slopped roofs, location of crickets, and locations and heights of any roof mounted equipment and skylights. Floor plans shall show vertical elevations for each floor level change.
- d) Exterior Elevations of all sides of the Dwelling Unit, at the same scale as the floor plans, identifying all structure heights, delineating both existing and proposed grade lines, and designating all exterior materials and general colors. Owner's are encouraged, but not required, to submit a model of the Dwelling Unit as well. Color selections may be general and not specific for the Preliminary Submittal.
- e) Any other drawings, materials, or samples requested by the Design Committee.

The Preliminary Submittal shall include one (1) 8 1/2 x 11" reduction of each of the drawings required in b, c, and d above, on Xerox bound presentation paper with an Acetate cover for protection, as well as any other drawings, materials, or samples requested by the Design Committee or necessary to explain the design.

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A non-refundable Design Review Fee, for either a new home or for an addition to an existing home, must accompany the submittal. The initial required fee will be set at \$750 as approved by the Board of Directors of the Hayden Lake country Club Estates Homeowners Association. The initial fees may be changed by the Board and additional fees may be set for multiple submittals.

All accessory improvements contemplated on the lot must be shown on the Preliminary Submittal.

To assist Design Committee in its evaluation of the Preliminary Submittal, the Owner shall, if requested, provide preliminary staking at the locations of the corners of the residence or improvements deemed by the Design Committee to be a major and at such other locations as the Design Committee, the staking may include such heights necessary to indicate proposed elevations.

3.2.1. Preliminary Review

After compliance of 3.1 and 3.2 above, including the staking of the lot, if requested, the Preliminary Submittal will be deemed complete, except for any additional materials, information or staking requested in writing by the Design Committee. The Design Committee will then review the submittal for conformance to "Hayden Lake Country Club Estates" Design Guidelines and will provide a written response to the applicant.

3.3. Final Submittal

After preliminary approval is obtained, the following documents clearly complying with, or satisfactory resolving, the stipulations for preliminary approval, shall be submitted to the Design Committee for final approval. Final submittals must be made a minimum of eight (8) calendar days prior to a regularly scheduled Committee meeting at which they will be discussed. Dates of regularly scheduled Committee meetings are available at the sales office:

Final submittals shall include:

- a) The Application Form, supplied by Design Committee, with all the information completed.
- b) Complete construction documents for the residence including: all data noted in Section 2 and 3 as required to illustrate the building and improvements; all utility locations, including the final location of the electric meter, transformer and exterior mechanical equipment locations; height of the top of all skylights shown on the roof plan locations and manufacturer's catalog cuts of all exterior fixtures.
- c) Samples of all exterior materials and colors, and window and glass specifications, mounted on a heavy stock cardboard, or the like, of sufficient size to enable the

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Design Committee to ascertain the Owner's intent, heavy stock cardboard identified with manufacturer's name, color, and/or number. Sample boards shall include Owner's, architect's and builder's names, as well as the lot and phase number. Samples of exterior materials such as stone should be submitted via the use of photographs that show color and coursing patterns. Color photographs of any proposed exterior artwork shall be included in the Final Submittal.

- d) A complete landscape plan, including a legend using clear symbols and nomenclature, at the same scale as the site plan, showing at least the entire building envelope, and indicating:

Proposed contours and grading, if finished grading is different from that on the final site plan; all areas irrigated; all exterior walks, drives, patios, and other decorative features including exterior lighting;

Locations and sizes of all existing trees over 5 inches in diameter; a list of all proposed plants, including both the common and the botanical plant name and the plant size. Proposed plants not native to the area must be listed in the landscape plan with an asterisk before the plant name. A photograph and description of any non-approved plant must be submitted in order to be considered for approval.

The landscape plan must show sufficient detail to permit the Design Committee to assess fully the impacts on the existing terrain and vegetation.

- e) An approximate construction schedule indicating approximate dates for: start of construction, completion of slab/foundations, completion of framing, completion of exterior wall surfaces, completion of roofing, completion of all construction, anticipated utility hook-up, completion of landscaping and anticipated occupancy.
- f) Notification of any changes required by the City of Hayden Lake plan review.

3.3.1. Final Submittal Approval

Upon receipt of the complete Final Submittal, the Design Committee will review the submittal for conformance to the "Hayden Lake Country Club Estates" Design Guidelines, and to any stipulations of the Design Committee's preliminary approval. Upon determination that the required submittals have been received and are in a form acceptable to the Committee, the Design Committee will provide a written response to the applicant within fifteen (15) days after submission of all required materials. Approval of the plans by the Design Committee does not relieve the applicant from total responsibility for compliance with the "Hayden Lake Country Club Estates" Design Guidelines, and the requirements of all other governmental or quasi-governmental agencies having jurisdiction over the building process. If the final submittal is approved, the Design Committee will provide a Construction Authorization Certificate to be displayed on the rear of the construction sign at the site indicating Final Submittal

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approval. This certificate must remain posted during the duration of the construction process.

3.4. Construction Approval

Securing of plan check approval and a building permit from the City of Hayden Lake shall be the responsibility of the Owner. Construction shall be in accordance with the Final Submittal approved by the City of Hayden Lake and the Design Committee, and shall be in accordance with all applicable governmental rules and regulations.

3.5. Additional Construction and/or Exterior Changes

Any changes to the approved drawings before, during, or after the construction of an improvement must first be submitted for review and approval by the Design Committee, and, if required, by the City of Hayden Lake. Failure to do so shall result in the removal and reconstruction of nonconforming portions at the expense of the Owner. If the proposed changes or additions affect twenty-five percent (25%) or more of the floor plan, or affect the siting of the Dwelling Unit, the Design Committee, in its sole discretion, may require a complete resubmittal including a new design review fee. If a complete resubmittal is not required, all changes must be highlighted or otherwise identified on all affected drawings and all drawings must be accurately drawn and coordinated with each other.

3.6. Resubmittal of Drawings

In the event of disapproval by Design Committee of either a Preliminary Submittal or a Final Submittal, any resubmission of drawings must follow the same procedure as the original submittal, except that resubmission of a Preliminary Submittal must be made at least eight (8) calendar days in advance of a regularly scheduled Committee meeting at which the resubmittal will be discussed. The resubmission of a Preliminary Submittal will not be posted on the Owner's Lot, nor will notification be mailed out.

3.7. Commencement of Construction

Upon receipt of approval of a Final Submittal from the Design Committee, the Owner shall commence construction pursuant to the approved Final Submittal within one-year from the date of the approval. If the Owner fails to comply with this paragraph, any approval given shall be deemed revoked unless, upon the written request of the Owner made to the Design Committee prior to the expiration of the one-year period, and upon a finding by the Design Committee that there has been no change in circumstances, the time for commencement is extended in writing by the Design Committee. The Owner shall, in any event, complete the construction of the foundation and all exterior surfaces (including the roof, exterior walls, windows, doors and all landscaping) of any improvement on his Lot within one-year after commencing construction except when such completion is impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities and/or an act of God. If the Owner fails to comply with this paragraph, the Design Committee may notify the Association of such failure and the Association, at its option, may complete the

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exterior in accordance with the approved drawings or remove the improvement(s), and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

3.8. *Work In Progress – Observation For Design Conformance*

The Design Committee may inspect all work in progress and give notice of non-compliance, if found. The builder is required to inform the Design Committee in writing at least five (5) days prior to the completion of rough framing so that an inspection for design conformance may be made prior to completion of sheathing. A written note stating this requirement shall be shown by the architect on the floor plan or framing plan as part of the Final Submittal. Absence of any such inspection and notification during the construction period does not constitute approval by the Design Committee of work in progress or of compliance with these Guidelines or the Declaration.

Section 4 *DESIGN RESTRICTIONS AND STANDARDS*

The following design restrictions and standards have been developed to achieve the environmental and aesthetic objectives of "Hayden Lake Country Club Estates".

4.1. *Design Character*

These guidelines are not intended to dictate architectural style or design within "Hayden Lake Country Club Estates", although all designs must be of a character appropriate to "Hayden Lake Country Club Estates". The Design Committee encourages architecture that uses natural materials in keeping with their physical nature and structural capabilities, and construction types that have shown permanence, durability, and architectural integrity. The architectural character of "Hayden Lake Country Club Estates" is primarily influenced by northwestern style. The building materials should be wood, stone, timber or the like, approved by the Design Committee. No design that deviates from this will be permitted. The design character should create a residence that harmonizes, blends and compliments, rather than dominates, the natural environment of "Hayden Lake Country Club Estates", the site and the surrounding environments. Building forms, materials and colors must blend with and complement, not compete, with the natural landscape. Emphasis on natural materials and muted colors is essential. A list of those material specifically not allowed will be provided to each owner. That list is not, however, exhaustive, and a material that is not included on the list may nonetheless not be allowed. All materials used will be at the final discretion of the Design Committee.

4.2. *Building Size*

Unless the Design Committee grants a specific variance, residences will contain at least 1,500 square feet of above ground heated living area. This minimum building size shall be exclusive of garages, basements, patios, breezeways, storage rooms and other similar areas. Variances from the minimum square footage are at the discretion of the design Committee. Any size residence may be approved by Design Committee if, in its opinion, the design would

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not result in a residence which would be out of character with the other residences in "Hayden Lake Country Club Estates".

4.3. Building Heights

The terrain of "Hayden Lake Country Club Estates" is varied, making absolutely uniform applicability of height restrictions for residences both inadvisable and impractical. These Guidelines are intended to discourage and/or prevent any residence or other structure which would appear excessive in height when viewed from a street, public space, or other Lot, and/or which would appear out of character with other residences because of height. Consequently, despite the maximum heights generally permitted as set forth below, the design Committee may disapprove a proposed residences or other structure if, in the Committee's sole discretion, it would (a) appear excessive in height when viewed from a street, the golf course, nearby common area, or another Lot; (b) appear out of character with other residences; and/or (c) be prominent because of height, even though the proposed residence or other structure may comply with said maximum height restrictions. These considerations will be of particular important concerning residences to be constructed on Lots along or near hilltops and ridges.

Residences may not be more than two stories above ground. To be more specific, generally, residences shall not exceed 35 feet, measured in vertical plane from the highest point of any roof ridge to the average natural grade or as further restricted on a lot as recorded in any Supplemental Declaration below such point. Furthermore, no wall shall have an unbroken height of more than 20 feet or an unbroken horizontal surface of more than 35 feet.

4.4. Roofs

Since roofscapes will form an important part of the visual environment, they must be carefully designed. All pitched roofs will have a slope between 4 in 12 and 8 in 12. Flat roofs are permitted if the roof is an integral part of the overall design concept, provided there is an allowance for adequate snow load and the surface is not visually objectionable from neighboring properties and roads.

4.5. Exterior Color

It is the intent that structures within "Hayden Lake Country Club Estates" utilize "rustic northwestern style" materials. Weathering agents are encouraged on wood surfaces to accelerate weathering and avoid uneven coloration. Natural earth and muted tone are recommended with painted surfaces.

4.5.1. Exterior Walls

The exterior walls of any building are not to be surfaces with more than three (3) materials. One (1) material should be dominant over the other(s) and they should express logical structural relationships. All building facades must include a significant degree of texture/depth such as provided by stone and rock, integrally colored stucco and rough-sawn wood. All exterior finish materials including stucco on all buildings

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walls, foundations, site walls and screen walls must be continued down to below finish grade, thereby eliminating unfinished foundation walls. Where code restricts the continuance of any major wall below grade then the wall(s) must be detailed to include the introduction of stone/rock down below finished grade. The use of natural and high quality "faux" stone may be allowed as well as integral color stucco. Use of exterior insulation and finish systems (E.I.F.S.) is highly discouraged and will have very limited approval. When used, the total amount shall not exceed twenty-five percent (25%) of the total exterior surface area. In no cases will simulated wood siding be permitted.

No material, detailing or color change may occur at an outside corner and must wrap around the elevation until a logical intersection at another inside corner. For example, a stone foundation must wrap around the side elevations to a logical structural point where the foundation ends, not simply four (4) feet around the corner.

Exterior metals such as rooflop and side appurtenances, flashing and sheet metal, etc. shall be factory painted to field painted to match the adjacent material(s). All exterior metals shall be painted a dull matter finish or finished with a weathering agent to encourage a natural or rust appearance.

4.5.2. Exterior Materials

Because of the emphasis on natural materials in "Hayden Lake Country Club Estates", finishes that compliment and enhance the material's intrinsic qualities is encouraged. Colors should complement and blend with, rather than contrast, with the surrounding natural pallet. Colors should generally be recessive, particularly those used for roofs and walls. A minor amount of contrasting trim work may be considered appropriate at the discretion of the Design Committee. Accents that emphasize the human elements of the home, such as doors and windows, are more likely to be approved that one that will call attention to vents, roof or appurtenances and other equipment.

Color can be described in terms of three basic attributes that include chroma or the color's intensity, hue, its basic color, and value, its lightness and darkness. Normally, commercial paint fans references the light reflectance value or LRV. The darker the color, the less light it reflects and lowers the LRV rating. As a general guideline an LRV between 10 and 40 is desired for homes as "Hayden Lake Country Club Estates". Hue and chroma will be reviewed by the Design Committee at the site. Please keep the following in mind when choosing colors for exterior materials.

Color is affected by relationships. Therefore, the first homes to be built in an area may be judged differently from later ones. Later structures will have to relate not only to the natural landscape, but also to the other structures already built and approved.

Color is affected by architectural design. Planar surfaces read lighter than those that involve depth and shadow.

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Combinations of colors must be utilized in a skillful way to ensure subtle and complementary mixes. Where more than one color is used, changes should be made at an inside corner.

The Design Committee must approve all colors and materials. Some colors may require closer review by the design Committee, in which case samples up to sixteen (16) square feet for the field and eight (8) linear feet for trim will be reviewed at the site. The requirement will be made at the sole discretion of the Design Committee. In such cases preliminary reviews can be made from manufactures color chips.

4.6. *Doors and Windows*

Doors and windows should not appear as openings cut into the side of a box, but rather as architectural features with their glass face recessed, projected or surrounded by projections that provide relief and shadow. While elevations will differ on the individual elevations, all sides must be treated the same as the frontal elevation. All facades shall include an appropriate degree of doors, windows or openings in the wall.

Large expanses of undivided glass will not be approved for building facades that are visible from off site. Large openings should be divided through the use of mullions of the ganging of smaller window units. The use of stained wood windows is highly encouraged. Finished, clad windows are permitted, however white cladding will generally not be allowed unless consistent with the overall color pallet. All metal clad windows must be color anodized or pre-finished. Raw components, especially aluminum and clear anodized finishes are prohibited. Windows should have a non-glare, non-reflective material to assist in reducing glare to neighboring Lots.

Attention to door and window placement and their relationship to one another and the overall context of the elevation is critical. Although attention to interior location and views is important, location on the exterior is as important. Windows in combination are generally more appealing than a number of individual units repeated across a wall and repetition of consistent sizes and shapes are better than an unrelated assortment of windows.

Glass may be coated or tinted to control solar heat gain, but a reflective mirrored appearance will not be approved. Skylights may be approved in inconspicuous locations only. Skylight, when approved, must have a low profile above the roof plane no more than 4" and glazing must be flat rather than bowed. The frames of skylights must be the same color as the roof.

4.6.1. *Interior Windows*

Interior windows, if covered, shall be covered by drapes, shades, shutters, blinds or the like. If bright or non-natural colors are viewed from the outside of the Dwelling Unit, the white or natural color backing shall be requires on drapes, shades, etc. Windows shall not be covered with foil, blankets, and sheets, cardboard or similar material.

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4.7. Fences

Fences are generally not allowed at any rear yards that abut the golf course, except for that which surrounds the perimeter of the Project, side lot lines, swimming pool, tennis courts and the following:

4.7.1. Ultrasonic Fences

Ultrasonic fences are permitted around the rear lot line adjacent to the golf course for the containment of domestic pets. Ultrasonic fences must be installed underground.

4.7.2. Swimming Pool Perimeter Fencing

Should there be requirements, state or local, which by law requires fencing to enclose the perimeter of a swimming pool, then such fence will be permitted. The Design Committee must also approve the design, height and materials for any fences constructed to enclose the perimeter of swimming pools.

4.7.3. Approved Rear Yard Fencing

In general no fencing is allowed in the backyard of any home or where the Lot shall bound the golf course. However if the approval process is followed and approval is granted then a wrought iron masonry fence may be constructed, no higher than four feet in height. The fence must be constructed of wrought iron or a combination of masonry and wrought iron. In the case of masonry and wrought iron; the masonry may be no higher than two feet with matching masonry pillars.

4.8. Garages

Every effort should be made to minimize the impact of the garage and garage door(s). Careful siting and driveway orientation can ensure that the visibility of the garage is minimized from the street and adjacent lots. In an effort to minimize garage impact, no more than three (3) garage stalls total will be allowed. One double bay is allowed with one single bay. Detached garages may be allowed or garages connecting with a breezeway; again, at the discretion the Design Committee.

4.9. Entrance Driveways

Driveways shall be a minimum paved width of twelve (12) feet, not to exceed twenty-four (24) feet and shall intersect the street preferably at a right angle. All driveways shall be paved with asphalt or concrete, or a material approved by the Design Committee. Circular driveways may be allowed where room permits, and at the discretion of the Design Committee.

4.10. Address Identification

Individual address identification devices for each approved residence will be provided and installed by the Association upon Owner receiving a Certificate of Occupancy from the Design Committee. No other such identification is allowed.

4.11. Lights

The following guidelines for residential site lighting have been established.

Site lighting is defined as lighting mounted on the building, ground, and trees or on site walls for the purpose of providing security, decorative accent or functional lighting to outdoor space. Building mounted lighting is defined as lighting built into or attached to buildings on walls, ceilings, eaves, soffits or fascias.

a) Site lighting must be directed downward onto vegetation or prominent site features and may not be used to light walls or building elements. Up lighting more than 60 degrees above the horizontal is prohibited and lighting aimed between zero and 45 degrees above horizontal must be directed toward the interior of the lot upon which it is located.

b) Building mounted lighting must be of low illumination directed away from adjacent lots, streets and open spaces, and may be used to light walls or buildings elements for decorative purposes.

c) All exterior lighting must provide for significant shielding to ensure that light sources and lamps are not visible from other properties, from roads or from off-site; no bare lamps will be permitted. Recessed lights in exterior soffits, eaves, or ceilings shall have the lamp recessed a minimum of 2 inches into the ceiling or soffit.

d) Only incandescent lamps with a maximum wattage of 75 watts will be allowed for exterior lighting unless specific approval is received from the Design Committee. Low voltage lighting is recommended since the fixtures are typically small and can be easily concealed within the native vegetation. Colored lights will not be allowed for exterior lighting.

e) No lighting will be permitted in natural areas or outside the areas enclosed by patio or building walls. Site lighting must be in the immediate vicinity of the main entrance or outdoor living spaces of the residence.

f) Lights on motion detectors for the purpose of security illumination are prohibited but may be allowed subject to specific approval of the Design Committee if the lights so activated do not illuminate adjacent properties. If allowed by the Design Committee, these lights will only be allowed to operate on a motion detector and stay lit of a maximum of five (5) continuous minutes.

Security lights of any type or location must still meet these requirements for shielding the light sources, and the light sources may not be visible from neighboring property. If problems with these lights occur, the Design Committee reserves the right to demand that the fixtures be disconnected. If allowed, care must be taken to avoid setting of the motion detector by the motion of vegetation and the movement of wildlife. These lights will not be allowed to operate for the purpose of general illumination.

Section 5 CONSTRUCTION GUIDELINES

In order to assure that the natural landscape of "Hayden Lake Country Club Estates" is not unduly damaged during construction, the following Construction Regulations must be made a part of the construction contract documents for each residence or other improvement. All builders and Owners shall be bound by these Regulations and any violations by a builder or his subcontractors or suppliers or vendors shall be deemed to be a violation by the Owner of the Lot.

Policing of building sites during construction will be done by Committee Members, the Design Review Coordinator, and the Association Manager. Violations of the Construction Regulations will be reported to the Association Manager who will send a letter to the builder involved. Copies of the letter will be sent to the Lot Owner, "Hayden Lake Country Club Estates and the Design review Coordinator.

5.1. Pre-Construction Conference

Prior to commencing construction, the builder must meet with the Design Review Coordinator to review the Construction Regulations and procedures of the section, and to coordinate construction activities. Builders will be required to fill out a form listing subcontractors and suppliers for access to the project.

A "Construction Authorization Certificate" issued by the Design Review Coordinator or Association Manager, must be posted at each construction site on a small fixed post located near the driveway at the street. In order to receive the Construction Authorization Certificate, the Final Submittal must be approved and the construction documents received and reviewed for compliance with Design Committee's stipulations for final approval. No construction activity of any kind can take place until the Construction Authorization Certificate is received and posted.

5.2. Occupational Safety and Health Act (OSHA)

All applicable OSHA regulations and guidelines, as well as all applicable safety and health regulations and guidelines of the State of Idaho, must be strictly observed at all times.

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5.3. Construction Trailers, Portable Field Offices, Etc.

Any Owner or builder who desires to bring a construction trailer, field office, portable toilet, or the like to "Hayden Lake Country Club Estates" shall first apply for and obtain written approval from the Design Committee. To obtain such approval, the Owner or builder shall submit a copy of the site plan with proposed locations of the construction trailer and field office, the portable toilet, and the trash receptacle noted thereon. Such temporary structures shall be removed upon completion of construction.

5.4. Debris and Trash Removal

Builders shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site frequently and not be permitted to accumulate. Lightweight material, packaging, and other items shall be covered or weighted down to prevent its being blown off the construction site. In no case may debris and trash accumulate above the top of the dumpster. The Design Committee reserves the right to apply fines to builder and Owners who fail to control debris from blowing or being disposed of on other lots or common areas. Builders are prohibited from dumping, or burying trash anywhere on "Hayden Lake Country Club Estates" except as expressly permitted by the Design Committee. During the construction period, each construction site shall be kept neat and clean, and shall be properly policed to prevent it from becoming a public eyesore or affecting other lots or any open space. Unsightly dirt, mud, or debris resulting from activity on each construction site shall be promptly removed and the general area cleaned up.

Dumpsters or other waste receptacles must be located within the Building Envelope or in areas specifically approved in writing by the Design Committee. For physically constrained sites, smaller dumpsters with more frequent removal may be necessary.

5.5. Washout and Cleaning

Washout of concrete trucks or the washout and cleaning of any equipment by masons, plasterers, painters, drywallers, etc. must be contained within the Building Envelope of each lot. Washout or cleaning residue shall not be allowed to flow out of the Building Envelope. Fines will be imposed against a builder and or its builder's bond or any violations to this provision. The builder will also be responsible for restoring any damages area to its natural state.

5.6. Sanitary Facilities

Each builder shall be responsible for providing and maintaining adequate sanitary facilities for its construction workers. Portable toilets or similar temporary toilet facilities shall be located only within the Building envelope or in areas specifically approved in writing by the Design Committee.

5.7. Vehicles and Parking Areas

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Construction crews shall not park on, or otherwise use, other lots or any open space. Private and construction vehicles and machinery shall be parked only within the Building Envelope or street directly adjacent to the building site. All vehicles shall be parked so as not to inhibit traffic on adjacent streets or damage vegetation along the roadside.

Each builder shall be responsible for assuring that its subcontractors and suppliers obey the speed limits posted within "Hayden Lake Country Club Estates". Fines may be imposed against the builder and/or its builder's bond for repeated violations. Adherence to the speed limits shall be a condition included in the contract between the builder and its subcontractors/suppliers. Repeat offenders may be denied future access by the Design Committee.

5.8. *Excavation Materials*

Excess excavation materials must be hauled away from "Hayden Lake Country Club Estates" and disposed of properly. Dumping of excess excavation materials within "Hayden Lake Country Club Estates" is prohibited, unless approved in writing by the Design Committee for clean fill in approved locations.

5.9. *Restoration or Repairs of Other Property Damage*

Damage and scarring to property other than the Lot, including, but not limited to, open space, other lots, roads, driveways, concrete curbs and gutter, and/or other improvements, resulting from construction operations will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the builder. In the event of default by the builder in meeting these obligations, the Lot Owner who has retained the builder shall be responsible.

5.10. *Miscellaneous and General Practices*

All Owners will be solely responsible for the conduct and behavior of their agents, representatives, builders, contractors, and subcontractors while on the premises of "Hayden Lake Country Club Estates". The following practices are prohibited:

- a) Changing oil or otherwise servicing any vehicle or equipment on the site itself or at any other location within "Hayden Lake Country Club Estates", other than at a location designated for that purpose by the Design Committee.
- b) Allowing concrete suppliers, plasterers, painters, or any other subcontractors to clean their equipment other than at locations specifically designated for that purpose by the Design Committee. Residue from cleaning on the lot shall not be allowed to flow out of the Building Envelope, or in any way enter into drainage ways or natural open areas.

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- c) Removing any rocks, plant materials, topsoil, or similar items from any property of others within "Hayden Lake Country Club Estates", including other construction sites.
- d) Carrying any type of firearms on one's person while within "Hayden Lake Country Club Estates". If any person is in possession of any firearms while within "Hayden Lake Country Club Estates", such firearms must remain in a locked vehicle/trailer or owners residence.
- e) Using disposal methods or equipment or units other than those approved by the Design Committee.
- f) Carelessly handling flammable material. Smoking is not permitted on construction sites within "Hayden Lake Country Club Estates". At least one 10-pound ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times.
- g) Use of, or transit over, any Common Area paths or trails or any golf course area.
- h) Construction personnel bringing pets, including dogs, into "Hayden Lake Country Club Estates". In the event of any violation hereof, the Design Committee and the Association shall have the right to contact the County authorities to impound the pets, to refuse to permit the builder or subcontractor involved to continue work on the project, or to take such other action as may be permitted by law, these Guidelines or the Declaration.
- i) Playing radios and/or other audio equipment so that the sounds are audible from the construction site within "Hayden Lake Country Club Estates". This restriction is to avoid impacting golfers as well as homeowners living at "Hayden Lake Country Club Estates".
- j) Storing or parking of non-construction related vehicles, trailers, boats, etc. at the construction site.

5.11. Construction Access

The only approved construction access to a lot during construction will be over the approved driveway location unless the Design Committee approves an alternative access point. In no event shall more than one construction access be permitted onto any lot.

5.12. Dust and Noise

The builder shall be responsible for controlling dust and noise, including without limitation, music from the construction site.

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5.13. Temporary Construction Signage

In compliance with Section 11.10 of the Declaration, signs shall be limited to those allowed by the City of Hayden Lake, Idaho. Signs of builder and architect shall be no larger than 6 square feet.

5.14. Daily Operation

Daily working hours for each construction site shall be from 6:00 a.m. until 7:00 p.m., Monday through Saturday, as stipulated by the City of Hayden Lake, Idaho. No exterior construction or other construction causing noise audible from outside the residence shall be allowed on Sundays.

Section 6 LANDSCAPING

6.1. Landscape

The goal of these landscape guidelines is to ensure that development areas within "Hayden Lake Country Club Estates" harmonize and blend with, rather than dominate the natural environment or significantly change its color or texture. This sensitive approach to landscaping will help protect and preserve the wildlife and flora that contribute to the unique experience of living within "Hayden Lake Country Club Estates".

To achieve this goal, vegetation used at "Hayden Lake Country Club Estates" must be predominantly native species. Native plants to be used are groups of plant that thrive within similar sun, soils, topographic and water conditions. Included in the goal is a blanket requirement that each Lot shall be maintained so as to assure that the Lot is free of debris and weeds.

6.1.1. Plant Materials

All areas disturbed by construction that are not paved or graveled shall be replanted with appropriate plant materials that are native to the "Hayden Lake Country Club Estates" area. Homeowners are encouraged to utilize plant materials that require little water other than that initially required for their establishment.

The design and scale of newly landscaped areas must reflect and integrate well with the natural landscape. New plantings should complement native plant communities and should be visual extensions of existing vegetation masses and edges. Plant massing should look natural in form, scale, and position on the land. Plant species shall be native to our area, except in limited areas near the primary residence, where non-native plants are permitted. Care should be taken to choose plant materials, whether native or not, that are suited to the climate in the locations in which they will be placed.

A mix of sizes for newly planted trees is desirable to emulate natural patterns of growth in general. Minimum height for new coniferous trees shall be fifteen (15) feet, except for specimen plantings used adjacent to the structure. In no case shall "Perimeter Ring" type arrangements be used, placement shall appear random as in nature with twenty-five percent (25%) in groupings. Minimum caliper for new deciduous trees shall be two and one-half (2 ½) inches. In order to reduce the cost of revegetation and impact of development on the site, it is strongly recommended that those existing trees that are permitted to be removed be transplanted.

6.1.2. Private Areas

Within private areas, plantings immediately adjacent to the residences are not restricted and may include ornamental plants that are not native to the local area. However, native plants are recommended.

6.1.3. Retaining Walls

The Committee must approve all retaining walls. An architect, civil or structural engineer must certify any retaining wall design that exceeds 4 feet in height.

Wherever possible, retaining walls should appear to be an extension of the residence and are subject to the same criteria relative to color, materials, and durability as the building itself. Visible portions of the retaining walls must be of the same stone/rock material as the residence. If no stone or rock is visible on the exterior of the residence, the Design Committee must approve any visible stone on any retaining wall.

The maximum total vertical exposure of approved walls shall not exceed 6 feet except for extraordinary circumstances or unavoidable topographic constraints. Where walls taller than 6 feet would be required to solve a grading issue, terracing with multiple walls is recommended, with a plant able area of at least 48 inches between each wall section. Retaining walls shall be faces with stone or synthetic stone.

6.1.4. Lot Preparation

As referenced in Section 2.1 above, no lot grading will take place where over ten cubic yards of material is being moved without Design Committee approval; and, grading permit application submittal and subsequent approval of grading permit issued from the City of Hayden Lake, Idaho

6.1.5. Swimming Pools

Owners may construct in ground swimming pools within the property's Building Envelope upon approval of the Design Committee. Above ground pools are not permitted. However, the design must not cause visible scars, excessive grading or unacceptable removal of trees and other vegetations. Fencing surrounding the swimming pool, as noted in Section 4.7. above, must be approved by the Design

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Committee; and, all maintenance and pool equipment must be kept in structures or underground. No pool maintenance buildings are allowed, except a pump house. .

Section 7 VARIANCE

7.1. Variance

It is the intent of the drafters of the Design Guidelines to create a flexible system for the protection of the Owners of lots in "Hayden Lake Country Club Estates". It is anticipated that there may be situations that arise in which the characteristics of a lot, the existence of alternatives, or the unfairness of the strict technical application of a rule or regulation may demonstrate a need to verify the restriction. In those types of circumstances, the Committee may allow alternatives to be submitted and approved in accordance with the process set forth herein for a variance. If the Design Committee determines that a variance is appropriate given the criteria set forth herein, the Design Committee may grant a variance from any rule or regulation set forth herein.

7.1.1. Variance Procedure and Standard for Granting Variance

The procedure for granting a variance shall be the same as for a Preliminary Submittal and approval as set forth in these Guidelines. The request for the variance may be made at the time of the Preliminary Submittal or may be made subsequently following a conditional approval or denial. A variance may be granted only when the applicant has demonstrated that all of the following conditions are present:

7.1.1.1. The restriction or requirement for which a variance is requested causes or will cause undue hardship to the party requesting the variance;

7.1.1.2. The variance is not in conflict with the general community interest of "Hayden Lake Country Club Estates";

7.1.1.3. The granting of the variance will not be materially detrimental to the neighboring property Owners; and,

7.1.1.4. The granting of the variance does not appear to be contrary to the general goals and policies of these Guidelines and/or the Declaration of Covenants, Conditions and Restrictions.

7.1.2. Variance - Not a Waiver

The granting of a variance to an Owner is not to be construed as a waiver of any restriction or requirement of these Guidelines for other Owners.

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Section 8 ENFORCEMENT PROCEDURE

8.1. Notice of Violation

Notice of an alleged violation of these Design Guidelines may be made in the form of a signed letter from a homeowner, a written finding by the Design Committee, or a statement of a Board member in the minutes of a regular or special Board meeting of the Association. Said documentation should contain the approximate time and date of the alleged violation. The Design Committee, or a designated member thereof, shall notify, by letter, the alleged violator of the complaint received. The letter should request that no further violations occur and state that if further violations do occur, the Design Committee may levy such fines as it may determine.

8.2. No Contest

If the alleged violator does not contest the allegation, then the Design Committee shall judge the existence of a violation and may levy such fine as the Design Committee in its sole discretion deems appropriate given the violation at issue. If a fine is 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.

8.3. Contest, Hearing and Remedy

If the alleged violator contests the existence of a violation, a hearing on the matter shall be held. The Design Committee shall hold a hearing on the matter using procedure set by the Association Board with assistance of the Association's legal counsel. If the Design Committee determines that a violation exists then it 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 Design Committee may, without limitation: (a) order removal of the violating structure or improvement; (b) order changes to the structure or improvement; (c) impose a fine against the violating Owner to halt continuing violations or until changes are completed, impose a fine against the violating Owner to discourage future violations or to encourage repair of such violations; or (d) levy a fine or assessment to reimburse the Association for repairs and/or costs which may or may not include legal fees. These remedies are not mutually exclusive and, in its sole discretion, the Design Committee may impose any or all of these remedies, as appropriate, and such other remedies as may be appropriate under the circumstances.

8.4. Claims, Grievances, and Disputes

To encourage amicable resolution of disputes and to avoid the costs and delays associated with litigation, after the hearing process has been exhausted, all claims, grievances, or disputes between Owners and the Design Committee and/or the Association related to or arising out of these Design Guidelines shall be subject to the dispute resolution procedures set forth in this Section.

8.5. *Mandatory Procedures for Resolving Claims, Grievances, and Disputes*

Neither an Owner nor the Association shall file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of a claim, grievance, or dispute arising out of or relating to the interpretation, application, or enforcement of these Design Guidelines except for an enforcement action under 8.10 of this Section. Any and all attempts to resolve a claim, grievance, or dispute must strictly adhere to the mandatory procedures set forth in this Section.

8.6. *Notice of Claim, Grievance, of Dispute*

An aggrieved party shall notify the Design Committee of the claim, grievance, or dispute in a writing ("Notice") that sets forth clearly and plainly the following information:

- a) The nature of the claim, grievance, or dispute, including the provision of the Design Guidelines from which the claim, grievance, or dispute arises;
- b) The time, date, and location of any actions alleged to be involved in the claim, grievance, or dispute;
- c) The name and address of all persons alleged to be involved in the claim, grievance or dispute; and
- d) The action that the aggrieved party requests the Association to take to resolve the claim, grievance, or dispute.

8.7. *Resolution Negotiation*

The Owner and the Design Committee shall meet no later than 15 days after the date of the Notice to discuss and negotiate in good faith the claim, grievance, or dispute and possible resolutions. The Board of the Association may, at its sole discretion, appoint a representative to assist the parties in negotiating and resolving the claim, grievance, or dispute.

8.8. *Final and Binding Arbitration*

If the Owner and Design Committee have failed to resolve the claim, grievance, or dispute through negotiation within 60 days from the date of the Notice, the Owner has 30 days to submit the claim, grievance, or dispute to arbitration in accordance with the Idaho Uniform Arbitration Act. This agreement to arbitrate shall be specifically enforceable under Idaho law. The arbitration shall be held in Kootenai County, Idaho, unless the parties agree otherwise. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matters in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

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Each party shall select one arbitrator within ten (10) days of the receipt of demand for arbitration. Within twenty (20) days after the receipt of a demand for arbitration, the two (2) selected arbitrators shall jointly select a third arbitrator to participate in the arbitration. If either party fails to select an arbitrator within the ten (10) day period, or if the two (2) selected arbitrators fail to agree on a third arbitrator, a party may make immediate application to the District Court for the First Judicial District of the State of Idaho located in Kootenai County for appointment of a second or third arbitrator, as the case may be.

A claim, grievance, or dispute that is not submitted to arbitration within 90 days from the date of the Notice shall be deemed abandoned, and the Design Committee and Association shall be released and discharged from any and all liability arising from the claim, grievance or dispute.

This subsection is an agreement between the Owners, the Design Committee and the Association to arbitrate all claims, grievances, and disputes and is specifically enforceable under those applicable arbitration laws of the State of Idaho. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent of the laws of the State of Idaho.

8.9. Allocation of Costs Incurred in Obtaining Resolution

In any dispute resolution preceding hereunder, the prevailing party shall be entitled to reimbursement for its costs related to such proceeding, including attorneys' fees. Provided, however, that should an Owner's claim, grievance, or dispute be rejected in whole or in part in arbitration, the Owner shall pay all arbitration costs, including all costs, inclusive of attorneys' fees, incurred by the Design Committee and/or Association.

8.10. Enforcement of Agreement or Arbitration Award

If the Owner and the Association resolve a claim, grievance, or dispute through agreement or arbitration as set forth in this Section and either party thereafter fails to abide by the terms of the agreement or arbitration award, then the other party may file suit or initiate administrative proceedings to enforce the agreement or arbitration award without first following the procedures set forth in this Section. The party initiating an enforcement action under this subsection shall be entitled to recover from the non-complying party or parties all costs, including attorneys' fees, incurred in enforcing the agreement or arbitration award.

8.11. Exclusive Remedy

The remedies available in accordance with this Section represent the exclusive remedies of the Owners for claims, grievances, and disputes arising out of or relating to the interpretation, application, or enforcement of these Design Guidelines.

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Section 9 PROCEDURE FOR AMENDING DESIGN GUIDELINES

9.1. *Amendment of Master Design Guidelines*

The Design Committee may, from time to time and at its sole discretion, adopt, amend, and repeal by unanimous vote, rules and regulations to be incorporated into the Design Guidelines which, among other things interpret, supplement, implement or entirely revise the provisions of those Guidelines. All such rules, regulations, or amendments, as may from time to time be adopted, amended, or repealed, should be appended to and made a part of the Design Guidelines, and shall have the same force and effect as if they were set forth in, and were part of, the applicable Guidelines. Each Owner is responsible for obtaining from the Design Committee a copy of the most recently revised Design Guidelines, and should inquire if any substantive amendments to the Design Guidelines have been adopted since to most recent printing of the Design Guidelines.

9.2. *Non-Liability of Design Committee, Declarant, Association, and Owner*

Neither the Design Committee and member thereof, the Association, nor the Declarant, nor the prior Owner of the Lot, nor their respective successors or assigns, shall be liable in damages to anyone submitting drawings or specification to them for approval, or to any Owner or other person by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any drawings or specification by the Design Committee. By submission of such drawings and specifications for approval, an Owner agrees that he or she will not bring any action or suit against the Design Committee, and member thereof, the Association, the Declarant, or the prior Owner of the Lot. Approval of a submittal shall not be deemed to be a representation or warranty that the Owner's drawings or specification or the actual construction of a residence or other improvement complies with applicable governmental ordinances or regulations. It shall be the sole responsibility of the Owner or other person submitting drawings or specifications of the design Committee or performing any construction to comply therewith.

9.3. *Incorporation*

The provisions of the Declaration applicable to design and landscape control are incorporated herein by reference, and control over the provisions herein in case of conflict. Terms used herein, but not defined herein, shall have the same meaning as in the Declaration and Bylaws.

9.4. *Enforcement*

The Design Committee and Association may enforce these Design Guidelines as provided herein or in the Covenants, Conditions and Restrictions and Bylaws.

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9.5. Right to Vary

The Design Committee reserves the right vary any of the procedures or standards set forth here in through the variance procedure set forth above.

The Board may forward copies of any newly adopted amendment to these Design Guidelines to each Owner or Lessee after adoption. The Board shall compile all Design Guidelines at some location for review of the Owners at a reasonable time and place., and kept with the Association book and records.

10.0. DESIGN REVIEW COMMITTEE

10.1. Design Review Committee and Guidelines. There is hereby established a Design Review Committee, ("Design Committee") which will be responsible for the establishment and administration of Design Guidelines to facilitate the purposes and intent of this Declaration. The Design Committee may amend, repeal and augment the Design Guidelines from time to time, in the Design Committee's sole discretion. The Design Guidelines as amended from time to time will be binding on all Owners and other persons governed by this Declaration.

The Design Guidelines may include, among other things, those restrictions and limitations set forth below:

10.1.1. Procedures for making application to the Design Committee for design review and approval, including documents to be submitted and time limits within which the Design Committee must act to approve and disapprove any submission.

10.1.2. Time limitations for the completion, within specified periods after approval, of the improvements for which approval is required under the Design Guidelines.

10.1.3. Minimum square footage areas of living space that may be constructed on any Lot.

10.1.4. Landscaping regulations, with limitations and restrictions prohibiting the removal of existing trees, or requiring the replacement of existing trees, the use of plants indigenous to the locale, and other practices benefiting the protection of the environment, aesthetics and architectural harmony of the Association.

10.1.5. General instructions for the construction, reconstruction, refinishing or alteration of any improvement, including any plan to excavate, fill or make any other temporary or permanent change in the nature or existing surface contour or drainage or any installation of utility lines or conduits on the Property, addressing matters such as loading areas, waste storage, trash removal, equipment and materials storage, grading, transformer and meters.

10.1.6. Consideration of whether the proposed improvement adjacent to the Club Property will have an adverse effect on the Club Property, whether by restriction of view, hazards to persons or otherwise.

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10.2. **Committee Membership.** The Design Committee will be composed of up to three (3) persons. The Design Committee need not include any member of the Association. All of the members of the Design Committee will be appointed, removed, and replaced by Declarant, in its sole discretion, until the expiration of the Period of Declarant Control or such earlier time as Declarant may elect to voluntarily waive this right by notice to the Association, and at that time the Board of Directors will succeed to Declarant's right to appoint, remove, or replace the members of the Design Committee.

10.3. **Purpose and General Authority.** The Design Committee will review, study and either approve or reject proposed Improvements on the Property, all in compliance with this Declaration and as further set forth in the Design Guidelines and such rules and regulations as the Design Committee may establish from time to time to govern its proceedings. No Improvement will be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor will any construction, repair or reconstruction be commenced until plans for the Improvements shall have been approved by the Design Committee; provided, however, that Improvements that are completely within a Building may be undertaken without such approval. All Improvements will be constructed only in accordance with approved plans. This Article shall not apply to Declarant's activities or activities of the Association prior to termination of the Period of Declarant Control.

10.3.1. **Design Committee Discretion.** The Design Committee will exercise its best judgment to see that all Improvements conform and harmonize with any existing structures as to external design, quality and type of construction, styles, materials, color, location on the property, height, grade and finished ground elevation, and the schemes and aesthetic considerations set forth in the Design Guidelines and the other LRC Development, LLC Documents. The Design Committee, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements.

10.3.2. **Binding Effect.** The actions of the Design Committee in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, will be conclusive and binding on all interested parties.

10.3.3. **No Waiver of Future Approvals.** Each Owner acknowledges that the Persons reviewing proposed improvements pursuant to this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the Improvements involved, but the Design Committee may refuse to approve similar proposals in the future. Approval of applications or plans shall not be deemed to be a waiver of the right to withhold approval as to any similar applications or plans subsequently or additionally submitted for approval.

10.4. **Organization and Operation of Committee.**

10.4.1. **Term.** The term of office of each member of the Design Committee, subject to Section 10.2. will be one year, commencing January 1 of each year, and continuing until his or her

"Hayden Lake Country Club Estates" a Planned Unit Development

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successor has been appointed. Should a Design Committee member die, retire or become incapacitated, or in the event of resignation, removal or temporary absence of a member, a successor may be appointed as provided in Section 10.2.

10.4.2. Chairperson. So long as Declarant appoints the Design Committee, Declarant will appoint the chairperson. At such time as the Design Committee is appointed by the Board of Directors, the chairperson will be elected annually from among the members of the Design Committee by a majority vote of the members. In the absence of a chairperson, the party responsible for appointing or electing the chairperson may appoint or elect a successor, or if the absence is temporary, an interim chairperson.

10.4.3. Operations. The Design Committee chairperson will take charge of and conduct all meetings and will provide for reasonable notice to each member of the Design Committee prior to any meeting. The notice will set forth the time and place of the meeting, and notice may be waived by any member.

10.4.4. Voting. The affirmation vote of a majority of the members of the Design Committee will govern its actions and be the act of the Design Committee.

10.4.5. Expert Consultation. The Design Committee may avail itself of other technical and professional advice and consultants as it deems appropriate, and the Committee may delegate its plan review responsibilities, except final review and approval, to one or more of its members or to consultants retained by the Design Committee. Upon the delegation, the approval or disapproval of plans and specifications by such member or consultant, excluding final review and approval, will be equivalent to approval or disapproval by the entire Committee.

10.5. Expenses. Except as provided in this Section below, all expenses of the Design Committee will be paid by the Association and will constitute a Common Expense. The Design Committee will have the right to charge a fee for each application submitted to it for review, in an amount to be established by the Design Committee from time to time, and such fees will be collected by the Design Committee and remitted to the Association to help defray the expenses of the Design Committee's operation. In the event the Design Committee engages outside consultants or other professionals to review submissions, in accordance with Section 10.4.5. the cost of such engagement shall be borne by the person or entity making the submission or request.

10.7. Limitation of Liability. The Design Committee will use its own judgment in accepting or disapproving all plans and specifications submitted to it. Neither the Design Committee nor any individual Design Committee member will be liable to any person for any official act of the Committee in connection with submitted plans and specifications except to the extent the Design Committee or any individual Design Committee member acted with malice or harmful intent. Approval by the Design Committee does not necessarily assure approval by the appropriate governmental board for the City of Hayden Lake, Idaho. Notwithstanding the Design Committee's approval of plans and specifications, neither the Design Committee nor any of its members will be responsible or liable to any Owner, developer or contractor with

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respect to any loss, liability, claim or expense which may arise by reason of such approval of the construction of the Improvements. Neither the Board, the Design Committee, nor any agent thereof, nor Declarant, nor any of its partners, employees, agents or consultants will be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the LRC Development, LLC Documents, nor for any structural or other defects in any work done according to such plans, and specifications. In all events the Design Committee will be defended and indemnified by the Association in any such suit or proceeding that may arise by reason of the Design Committee's review or decision. The Association, however, will not be obligated to indemnify each member of the Design Committee to the extent any such member of the Design Committee is adjudged to be liable for negligence or misconduct in the performance of his or her duty as a member of the Design Committee, unless and then only to the extent that the court in which such action or suit may be brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

10.8. Enforcement.

10.8.1. Inspection. Any member or authorized consultant of the Design Committee, or any authorized officer, Director, employee or agent of the Association may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to inspect Improvements constructed or under construction on the Lot to determine whether the Improvements have been or are being built in compliance with the LRC Development, LLC Documents and the plans and specifications approved by the Design Committee.

10.8.2. Completion of Construction. Before any Improvements on a Lot may be occupied, the Owner of a Lot will be required to obtain a temporary certificate of occupancy issued by the Design Committee indicating substantial completion of the Improvements in accordance with the plans and specifications approved by the Design Committee, and imposing such conditions for issuance of a final certificate of occupancy as the Design Committee may determine appropriate in its reasonable discretion.

10.8.3. Estoppel Certificate. Upon payment of a reasonable fee established from time to time by the Design Committee, and upon written request of any Owner or his agent, an existing or prospective Mortgagee, or a prospective grantee, the Design Committee will issue an Estoppel Certificate as fully set forth in the Design Guidelines.

10.8.4. Deemed Nuisances. Every violation of this Declaration is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against a Member will be applicable. Without limiting the generality of the foregoing, this Declaration may be enforced, without limitation, as provided below.

(i) **Fines for Violations.** The Design Committee may adopt a schedule of fines for failure to abide by the Design Committee rules and the Design Guidelines, including fines for failure to obtain any required approval from the Committee.

(ii) **Removal of Nonconforming Improvements.** The Association, upon written request of the Design Committee and after reasonable notice to the offender and, if different, to

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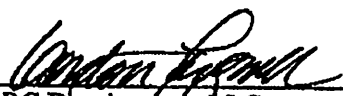
the Owner, may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, and remove any Improvement constructed, reconstructed, refinished, altered, or maintained in violation of this Declaration. The Owner of the Improvement will immediately reimburse the Association for all expenses incurred in connection with such removal. If the Owner fails to reimburse the Association within 30 days after the Association gives the Owner notice of the expenses, the sum owed to the Association will bear interest at the Default Rate from the date the expense was incurred by the Association through the date of reimbursement in full, and all such sums and interest will be a Default Assessment enforceable as provided in Article 13.

10.9. Continuity of Construction. All Improvements commenced on the Property will be prosecuted diligently to completion and will be completed within 12 months after commencement, unless an exception is granted in writing by the Design Committee. If an Improvement is commenced and construction is then abandoned for more than 90 days, or if construction is not completed within the 12 month period, then after notice and opportunity for hearing as provided by the Bylaws, the Association may impose a fine of not less than \$100.00 per day (or such other reasonable amount as the Association may set from time to time) to be charged against the Owner of the Lot until construction is resumed, or the Improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the Board of Directors that such abandonment is for circumstances beyond the Owner's control. Such charges will be a Default Assessment and lien as provided in Article 13.


10.10. Reconstruction of Common Area. The reconstruction by the Association after destruction by casualty or otherwise of any Common Area that is accomplished in substantial compliance with "as built" plans for such Common Area will not require compliance with the provisions of this Article or the Design Guidelines.

Dated this 26 day of August, 2002.

DECLARANT:



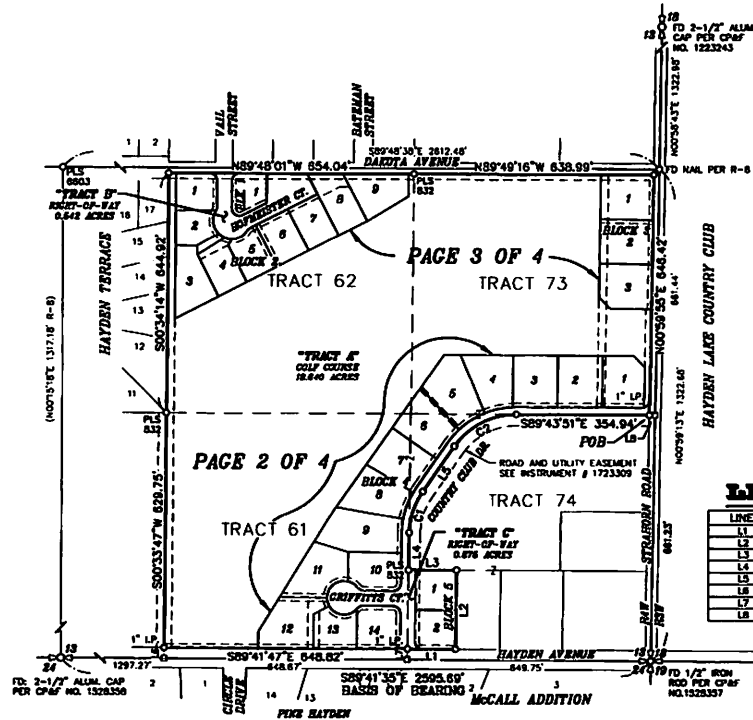
LRC Development LLC
Gordon Longwell-member



LRC Development LLC
Keith Coultrap-member

HAYDEN LAKE COUNTRY CLUB ESTATES P.U.D. A PORTION OF THE SE 1/4 OF SECTION 13, T.51N., R.4W., B.M., CITY OF HAYDEN LAKE, KOOTENAI COUNTY, IDAHO

SHEET ONE OF FOUR
Book I Page 374



REFERENCES

- R-1 PLAT OF AVALONDALE BY F. FELLER, PLS 133, FILED IN BOOK "B" OF PLATS, AT PAGE 132, RECORDS OF KOOTENAI COUNTY.
- R-2 RECORD OF SURVEY BY G. FRAME, PE/LS 1817, FILED IN BOOK 1 OF SURVEYS, AT PAGE 81, RECORDS OF KOOTENAI COUNTY.
- R-3 PLAT OF HAYDEN TERRACE BY J. LEFARD, PE/LS 1318, FILED IN BOOK "T" OF PLATS, AT PAGE 42, RECORDS OF KOOTENAI COUNTY.
- R-4 RECORD OF SURVEY BY J. LEFARD, PE/LS 1318, FILED IN BOOK 2 OF SURVEYS, AT PAGE 8, RECORDS OF KOOTENAI COUNTY.
- R-5 RECORD OF SURVEY BY J. MONACO, PLS 4194, FILED IN BOOK 10 OF SURVEYS, AT PAGE 109, RECORDS OF KOOTENAI COUNTY.
- R-6 RECORD OF SURVEY BY J. MONACO, PLS 4194, FILED IN BOOK 13 OF SURVEYS, AT PAGE 111, RECORDS OF KOOTENAI COUNTY.
- R-7 RECORD OF SURVEY BY J. MONACO, PLS 4194, FILED IN BOOK 16 OF SURVEYS, AT PAGE 116, RECORDS OF KOOTENAI COUNTY.
- R-8 RECORD OF SURVEY BY J. MONACO, PLS 4194, FILED IN BOOK 19 OF SURVEYS, AT PAGE 222, RECORDS OF KOOTENAI COUNTY.
- R-9 RECORD OF SURVEY BY M. RHODES, PLS 7163, FILED IN BOOK 21 OF SURVEYS, AT PAGE 222, RECORDS OF KOOTENAI COUNTY.

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE THAT ARE SHOWN HEREIN.

CURVE DATA

CURVE	LENGTH	RADIUS	CHORD	TANGENT	BEARING	DELTA
C1	118.41	200.00	117.88	61.84	N73°20'00"E	343°23'1"
C2	182.74	200.00	182.38	104.98	N62°04'45"E	601°27'0"

LINE DATA

LINE	LENGTH	BEARING
L1	128.58	S82°27'22"E
L2	235.88	N52°02'00"E
L3	128.28	N88°02'00"W
L4	100.41	N00°00'44"E
L5	148.19	N00°01'17"E
L6	31.50	N02°34'47"E
L7	30.28	N00°00'44"E
L8	15.13	N88°43'01"W

BASIS OF BEARING

BASIS OF BEARING FOR THIS SURVEY IS S 89°41'30" E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER, SECTION 13, AND IS IDENTICAL TO THAT AS SHOWN ON THE RECORD OF SURVEY BY G. FRAME, PE/LS 1817 AS FILED IN BOOK 1 OF SURVEYS AT PAGE 81, RECORDS OF KOOTENAI COUNTY, IDAHO.

OWNER/SUBDIVIDER

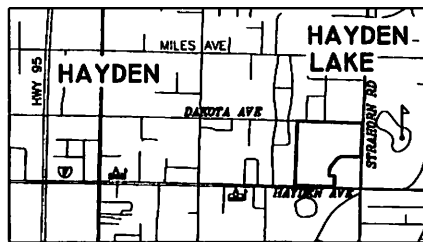
HAYDEN LAKE COUNTRY CLUB
1800 BOZEMAN DRIVE
HAYDEN LAKE, ID 83835

LEGEND

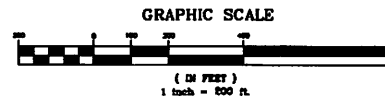
- (R) RECORDED
- (M) MEASURED
- (C) COMPUTED
- 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED "I.N.C. P.L.S. # 8602"
- FOUND 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED "I.N.C. P.L.S. # 8602" OR AS NOTED
- COMPUTED POINT
- FOUND SECTION CORNER
- FOUND QUARTER CORNER

THE PURPOSE OF THIS SHEET IS TO DETAIL THE OVERALL PLAT BOUNDARY AND TO PROVIDE A GENERAL OVERVIEW OF THE PLAT OF HAYDEN LAKE COUNTRY CLUB ESTATES P.U.D. AND AN INDICATION OF WHAT THE SUBSEQUENT PAGES ENTAIL.

PAGE 3 OF 4 - CURVE & LINE TABLES
PAGE 4 OF 4 - CERTIFICATION SIGNATURES



VICINITY MAP
NO SCALE

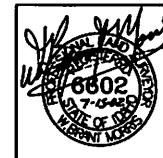


MONUMENTATION CERTIFICATE

I, W. BRANT MORRIS, P.L.S. #6602, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE INTERIOR CORNERS, REFERRED TO ON THIS PLAT AS A SET 5/8" x 30" REBAR WITH PLASTIC CAP MARKED "I.N.C. PLS 8602" AND MARKED ON THIS PLAT WITH THE SYMBOL ○, WILL BE SET BY LINE 1, 2003, IN ACCORDANCE WITH IDAHO CODE 50-1332 & 50-1333.

W. Brant Morris
W. BRANT MORRIS, P.L.S. #6602

7-15-02
DATE



Inland Northwest Consultants
PHONE (208) 773-8378 • FAX (208) 777-3128
628 POST STREET, POST FALLS, IDAHO •
www.inlandnwc.com

ENGINEERS
SURVEYORS
PLANNERS

FINAL PLAT OF HAYDEN LAKE COUNTRY CLUB ESTATES P.U.D.
CITY OF HAYDEN LAKE, KOOTENAI COUNTY, IDAHO

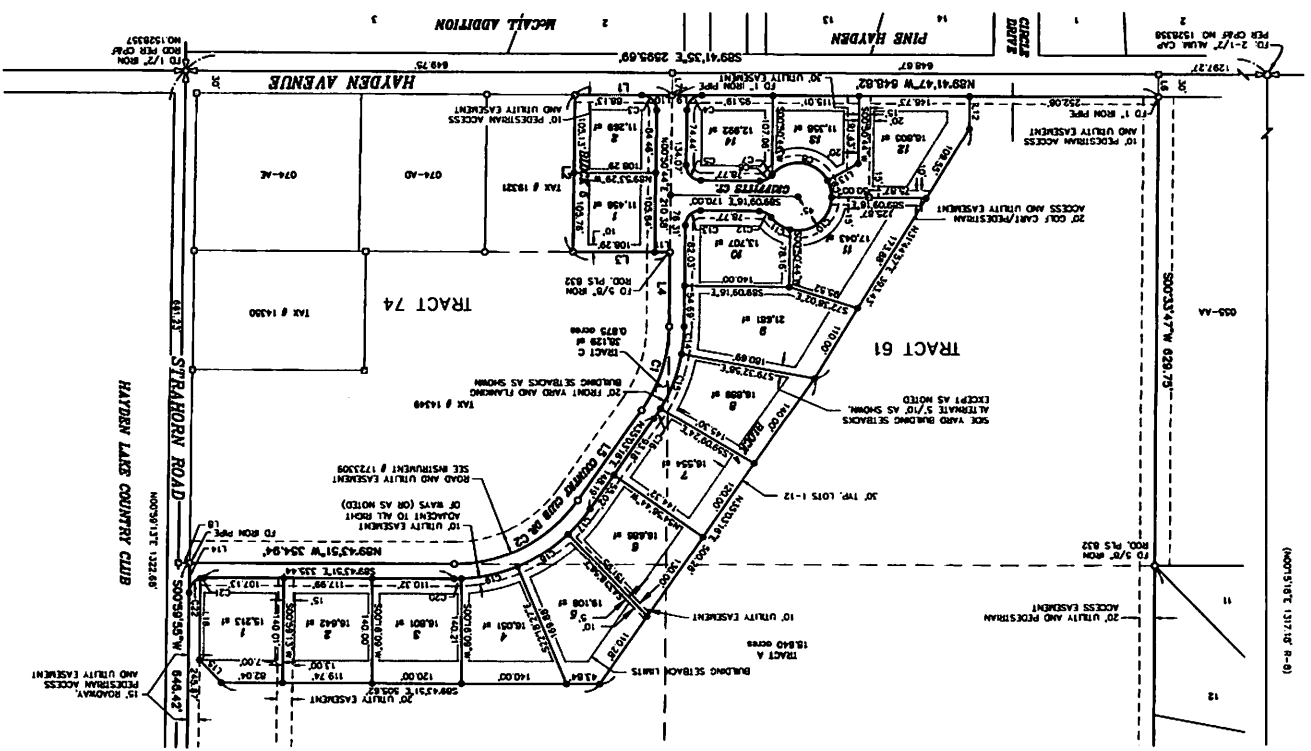
DESIGN BY: JEM	DATE: 7/18/02	DRAWN BY: GJ-01/PLA	SHEET 1 OF 4
81-0125		SCALE: 1" = 200'	CK BY: GJ/PLM

RECORDS
 PLANNERS &
 SURVEYORS
FINAL PLAN OF HAYDEN LAKE COUNTRY CLUB ESTATES P.U.D.
 CITY OF HAYDEN LAKE, KOOTENAI COUNTY, IDAHO
 www.lhdsurvey.com
 PHONE (208)773-4378 • FAX (208)773-1118
 620 POST STREET, POST FALLS, IDAHO



THE PURPOSE OF THIS DEED IS TO REVEAL
 THE LOCATION OF THE CLUB HOUSE AND
 TO SHOW THE LOCATION OF THE CLUB
 HOUSE AND THE PRIVATE ACCESS TO THE
 CLUB HOUSE.

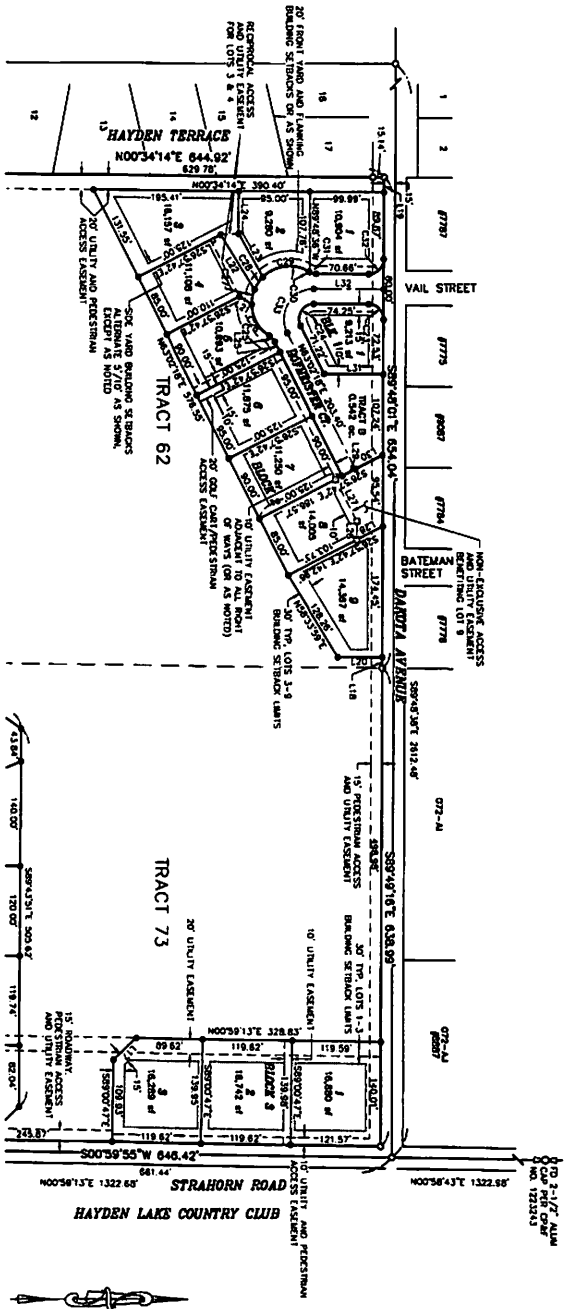
- LEGEND**
- (R) RECORDED
 - (M) MEASURED
 - (C) COMPUTED
 - 3/8" BY 3/8" REBAR WITH PLASTIC CAP
 - MARKED T.L.C. P.L.S. & BOUND
 - MARKED T.L.C. P.L.S. & BOUND WITH PLASTIC CAP
 - COMPUTED POINT
 - ⊕ FOUND SECTION CORNER
 - ⊙ FOUND QUARTER CORNER



HAYDEN LAKE
COUNTRY CLUB ESTATES P.U.D.
A PORTION OF THE SE 1/4 OF SECTION 13, T.51N., R.4W., B.M.
CITY OF HAYDEN LAKE, KOOTENAI COUNTY, IDAHO

HAYDEN LAKE COUNTRY CLUB ESTABLISH P.U.D., B.M. A PORTION OF THE SW 1/4 OF SECTION 13, T.51N., R.4W., B.M., CITY OF HAYDEN LAKE, KOOTENAI COUNTY, IDAHO

SHEET THREE OF FOUR
Book I Page 374 6



LINE DATA

LINE	LENGTH	BEARING
1	134.29	S89°27'42"E
2	134.29	S89°27'42"E
3	134.29	S89°27'42"E
4	134.29	S89°27'42"E
5	134.29	S89°27'42"E
6	134.29	S89°27'42"E
7	134.29	S89°27'42"E
8	134.29	S89°27'42"E
9	134.29	S89°27'42"E
10	134.29	S89°27'42"E
11	134.29	S89°27'42"E
12	134.29	S89°27'42"E
13	134.29	S89°27'42"E
14	134.29	S89°27'42"E
15	134.29	S89°27'42"E
16	134.29	S89°27'42"E
17	134.29	S89°27'42"E
18	134.29	S89°27'42"E

CURVE DATA

CHORD	LENGTH	RADIUS	CHORD	TANGENT	BEARING	DELTA
C1	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C2	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C3	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C4	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C5	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C6	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C7	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C8	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C9	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C10	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C11	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C12	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C13	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C14	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C15	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C16	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C17	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C18	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C19	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C20	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C21	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C22	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C23	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C24	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C25	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C26	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C27	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C28	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C29	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°
C30	118.41	300.00	117.45	61.54	N112°30'12"E	54.12°

LEGEND

- (a) RECORDED
- (b) UNRECORDED
- (c) COMPUTED
- 5/8" Ø 30" RESIN WITH PLASTIC CAP
- 3/4" Ø 30" RESIN WITH PLASTIC CAP
- 1/2" Ø 30" RESIN WITH PLASTIC CAP
- 1/4" Ø 30" RESIN WITH PLASTIC CAP
- COMPUTED POINT
- FOUND SECTION CORNER
- FOUND QUARTER CORNER

GRAPHIC SCALE



ENGNEER
SOPHOMORE
PLANNERS

FINAL PLAT OF HAYDEN LAKE COUNTRY CLUB ESTABLISH P.U.D., B.M.
CITY OF HAYDEN LAKE, KOOTENAI COUNTY, IDAHO

DATE: 10/15/2018
SHEET 3 OF 4

