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Attention: Edward F. Wroe

**DECLARATION OF  
COVENANTS, CONDITIONS, AND  
RESTRICTIONS  
RADIANT LAKE ESTATES  
KOOTENAI COUNTY, IDAHO**

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**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
RADIANT LAKE ESTATES  
KOOTENAI COUNTY, IDAHO**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (“Declaration”), is made on the date hereinafter set forth, by JCAV LLC, a Washington limited liability company (“Declarant”), with reference to the following facts:

A. Declarant is the owner of that certain real property located in the City of Rathdrum, Kootenai County, Idaho, which property is more particularly described as follows (the “Property” or “Phase One”):

All property included within the Plat of RADIANT LAKE ESTATES, recorded May 01, 2006, in Book J of Plats, at Pages 313, et seq., as Instrument No. 202868000 Official Records of Kootenai County, Idaho;

EXCEPTING THEREFROM, Lot 53, Block 3, as described on said Plat, which parcel is designated for possible future development for multi-family purposes, and which parcel shall be referred to herein as the “Multi-Family Parcel.” Such Multi-Family Parcel shall not be encumbered by this Declaration unless and until annexed to the Project in accordance with Article 15 of this Declaration.

B. Declarant has subdivided and developed the Property into 210 residential Lots, a recreational lake, irrigation system, various water features, private streets, entry areas and gates, sewer lift station and pressure line, and appurtenant park areas and other amenities. Declarant desires to establish the Property as Phase One of a recreational and residential development, centered around a lake and water feature theme, the entire Project to be known as Radiant Lake Estates.

C. Declarant also owns or may in the future obtain the right to acquire additional land adjacent to the Property described above, which additional property is described as follows (the “Potential Annexation Property”):

Lot 53, Block 3, RADIANT LAKE ESTATES, within the Plat referenced in Recital A above, and described therein as the “Multi-Family Parcel;”  
AND

All or any portion of Lots 1 through 5, Block 1, MEYER TRACTS, in Section 6, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

While the Declarant currently intends to develop the Property described in Recital A, above, and all or portions of the Potential Annexation Property as an integrated project, this Declaration shall only encumber the Property described in Recital A (Phase One), unless and until additional property is annexed to and made a part of the Project by the recordation of one or more Declarations of Annexation, according to the annexation procedures set forth herein.

D. The development (the First Phase and any property later annexed thereto) shall be hereinafter referred to as the "Project." The Owner of each Lot shall receive title to such Lot and rights of membership in the Radiant Lake Owners Association, Inc., a nonprofit corporation formed to operate and maintain the lake, park areas, and other amenities, and otherwise to manage the Project.

E. Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of operation for the benefit of all of the said Lots and the Owners thereof.

Declarant hereby declares that the Property and the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and the Project, and every part thereof, in accordance with the plan for the establishment of the Project as a residential neighborhood development. All of the declarations, limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property or the Project.

## **ARTICLE 1.** **Definitions**

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project Documents, shall have the following meanings:

1.1 **Articles**: the Articles of Incorporation of the Association as restated or amended from time to time.

1.2 **Assessment**: that portion of the cost of maintaining, improving, repairing, operating, insuring, and managing the Common Area (or otherwise needed for the administration or management of the Project), which is to be paid by the Lot Owners as determined by the Association under this Declaration. Assessments may be designated as Regular Assessments, Extraordinary Assessments, or Special Assessments, as those terms are more specifically defined in Article 6 of this Declaration.

1.3 **Association**: Radiant Lake Owners Association, Inc., an Idaho non-profit corporation, formed by Declarant in conjunction with the creation of the Project, the Members of which shall be the Owners of Lots in the Project as provided herein. The existence of the Association under this Declaration shall be without prejudice to the establishment of one or more subassociations charged with administering special requirements of particular Phases (e.g., to

manage the Limited Common Area at Treasure Island Court, or to manage a project within the Multi-Family Parcel, if eventually annexed to the Project).

- 1.4 **Board or Board of Directors**: the governing body of the Association.
- 1.5 **Bylaws**: the Bylaws of the Association as restated or amended from time to time.
- 1.6 **Common Area**: all property and property rights owned in fee title, held by easement rights, or otherwise controlled by the Association, which are held, operated, managed, administered, repaired, improved, and/or maintained by the Association for the benefit of the Lots and their Owners. The Common Area is more specifically described in Article 3 of this Declaration.
- 1.7 **Common Expenses**: the actual and estimated expenses of maintenance, improvement, repair, operation, insurance, and management of the Common Area and of administering the Association and the Project, and any reasonable reserve for such purposes as determined by the Board, and all sums designated as Common Expenses by or pursuant to the Project Documents.
- 1.8 **Declarant**: JCAV LLC, a Washington limited liability company, and its successors-in-interest and assigns with respect to the entire Project, but excluding independent third parties purchasing completed Lots.
- 1.9 **Declaration**: this Declaration of Covenants, Conditions, and Restrictions, as it may be amended from time to time.
- 1.10 **Director**: a member of the Board of Directors of the Association.
- 1.11 **Limited Common Area**: those portions of the Common Area that are set aside for the exclusive use of specified Owners. Initially, only Treasure Island Court shall be deemed Limited Common Area, for the exclusive use of the Owners of Lots fronting on such access roadway and being located inside the monument area and security gate limiting access to Treasure Island Court. Both the Treasure Island Court access roadway and the monument area and security gate at the entrance to Treasure Island Court shall be deemed part of such Limited Common Area.
- 1.12 **Lot**: any separately numbered parcel of land shown on the Plat as a buildable parcel (other than the Multi-Family Parcel, unless and until annexed to the Project), intended for sale to and use and enjoyment by an Owner (excluding areas designated on the Plat, on Exhibit "A" hereto, or described in Section 3.1(j) of this Declaration as Common Area, even though some of those Common Area parcels may be designated on the Plat as "Lots"). Additionally, if the Project is expanded to include one or more condominium projects, the term "Lot" shall also be defined to include any separately owned condominium unit established pursuant to the Idaho Condominium Act, even though the condominium building may be constructed on a single legal parcel of land.
- 1.13 **Member**: a person entitled to membership in the Association as provided herein.

**1.14 Mortgage:** includes a recorded mortgage, deed of trust, real estate contract, or other instrument creating a security interest in any Lot.

**1.15 Mortgagee:** includes a mortgagee, beneficiary, or holder of a deed of trust, real estate contract vendor, or other holder of a mortgage (including Declarant or Declarant's assignee with respect to any purchase-money security interest retained by Declarant on sale of any Lot).

**1.16 Mortgagor:** includes a mortgagor, the trustor of a deed of trust, real estate contract vendee or other individual granting a security interest in any Lot.

**1.17 Multi-Family Parcel:** Lot 53, Block 3 on the Plat of RADIANT LAKE ESTATES, as described in Recitals A and C, above, which is not to be encumbered by this Declaration unless and until annexed to the Project pursuant to Article 15, below.

**1.18 Owner or Owners:** the record holder or holders of title to a Lot in the Project. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner."

**1.19 Person:** any individual or any corporation, joint venture, limited partnership, partnership, firm, association, trust, or other similar entity or organization.

**1.20 Phase:** any separate parcel of land that is subjected to the terms of this Declaration. The Property described in Recital A above constitutes Phase One of the Project. Subsequent Phases shall be brought within the coverage of this Declaration by the recordation of one or more Declarations of Annexation pursuant to Article 15 of this Declaration.

**1.21 Plat:** the recorded final subdivision plat (or plats) of the Project, as amended or expanded from time to time. The Plat shall identify each Lot in the Project and shows its relative location and dimensions.

**1.22 Project:** the entirety of the project described by this Declaration, as expanded by the annexation of additional Phases (generally synonymous with "Property"). As indicated in the Recitals above, the term "Project" shall only include property specifically encumbered by this Declaration, either upon recordation of this Declaration as to Phase One, or by the recordation of a Declaration of Annexation describing one or more other parcels according to Article 15 of this Declaration.

**1.23 Project Documents:** this Declaration, the Plat, and the Articles, Bylaws and Rules and Regulations of the Association, as each shall be restated or amended from time to time.

**1.24 Property:** the land described in Recital A in this Declaration, together with all buildings, improvements or structures thereon, and every easement or right appurtenant thereto, and all personal property intended for use in connection therewith or for the use, benefit, or enjoyment of the Owners. As in the case of the term "Project," the term "Property" shall only

include property specifically encumbered by this Declaration, either upon recordation of this Declaration as to Phase One, or by the recordation of a Declaration of Annexation describing one or more other parcels according to Article 15 of this Declaration.

**1.25 Radiant Lake.** the man-made lake located on the Property and identified as such on the Plat (and all easement rights and equipment reasonably necessary to the use, operation, management, repair, maintenance, and replacement thereof). Radiant Lake shall be deemed part of the Common Area, and shall be operated and administered by the Association in accordance with Article 3.

## ARTICLE 2.

### **Association, Administration, Membership, and Voting Rights**

**2.1 Organization of Association.** The Association is or shall be incorporated under the name of Radiant Lake Owners Association, Inc., as a nonprofit corporation under the Idaho Nonprofit Corporation Act.

**2.2 Duties and Powers.** The duties and powers of the Association are those set forth in this Declaration, and in the Articles and Bylaws, together with its general and implied powers as a nonprofit corporation, generally to do any and all things that a non-profit corporation organized under the laws of the State of Idaho may lawfully do and which are necessary or proper in operating for the peace, health, comfort, safety, and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Declaration, the Articles and Bylaws.

**2.3 Membership.** The Owner of a Lot shall automatically, upon becoming the Owner of that Lot, be a Member of the Association, and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and the Bylaws of the Association.

**2.4 Transferred Membership.** Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his or her name to the purchaser of the Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

**2.5 Classes of Membership.** The Association shall consist of two (2) classes of voting membership established according to the Articles, generally providing that, for a limited time, the Declarant shall have triple the voting power otherwise allocated to Lots owned by the Declarant.

**2.6 Voting Requirements.** Voting power attributable to each Lot shall be equal, regardless of the size or configuration of the Lot, with each Lot having one (1) vote on all matters with respect to which a vote is to be taken (subject to the weighted voting in favor of the Declarant as provided in the Articles). The voting power necessary to support specific actions of

