

JIM BRANNON 5 P 2584669000
KOOTENAI COUNTY RECORDER
MMS Date 03/01/2017 9:41 AM
REQ OF GREENSTONE KOOTENAI

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

RECORDING FEE: \$22.00

SC



GREENSTONE-KOOTENAI II, INC.
C/O Greenstone
1421 N. Meadowwood Lane, Suite 200
Liberty Lake, WA 99019
Attn: Kevin Schneidmiller

FIRST AMENDMENT TO MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
NORTH PLACE P.U.D.
KOOTENAI COUNTY, IDAHO

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THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Amendment") is made effective as of this 21st day of February, 2017 (the "Effective Date"), by GREENSTONE-KOOTENAI II, INC., an Idaho corporation ("Declarant"), with reference to the following facts:

A. Declarant is the owner of certain real property generally located in Kootenai County, Idaho, more particularly described on Exhibit A attached hereto and incorporated herein (the "Property").

B. The Property is subject to that certain Master Declaration of Covenants Conditions and Restrictions dated effective July 26, 2016, and recorded under Kootenai County Recorder No. 2555551000, on July 28, 2016 in the official records of the Kootenai County, Idaho Recorder ("Master Declaration").

C. Declarant wishes to amend the Master Declaration as provided herein.

NOW, THEREFORE, Declarant hereby amends the Master Declaration by adding a new section 8.12 to the Master Declaration, as follows:

"8.12 No Warranty – Neighboring Golf Course Property. Nothing herein shall require Declarant or Developer, or their respective successors or assigns, to take any action on their own behalf, or on behalf of the Association, any Owner or third party, with respect to any future redevelopment of the neighboring property commonly known as Prairie Falls Golf Course (hereinafter "Golf Course Property"), recognizing that neither Developer nor Declarant have any present ownership or other interest in the Golf Course Property, and that the Golf Course Property may be redeveloped, abandoned, sold or otherwise reconfigured in the future. Neither Declarant nor Developer makes any warranty, promise, guaranty or representation whatsoever regarding the Golf Course Property."

Upon the recording of this First Amendment, the terms and provisions set forth in the Master Declaration shall be amended in accordance with the terms hereof.

[signature and acknowledgment follows]

EXHIBIT A
LEGAL DESCRIPTION

[SEE ATTACHED]

Legal Description
For
North Place
(Revised 10-20-15)

The Southeast Quarter of the Northeast Quarter of Section 27, Township 51 North, Range 5 West, Boise Meridian, in the City of Post Falls, Kootenai County, Idaho described as follows:

BEGINNING at the intersection of the North Line of said Southeast Quarter and the Westerly Right of way Line of Idaho Road; thence N88°57'00"W along said North Line a distance of 15.00 feet to the Southeast corner of Lot 1, Block 1 of Prairie Falls 4th Addition, recorded in Book I of Plats, Pages 95 and 95A; thence continuing N88°57'00"W along the South line of said Prairie Falls 4th Addition and the South line of Prairie Falls 5th Addition, recorded in Book I of Plats, Pages 101 and 101A and the South line of Lot 1, Block 1 of Prairie Falls 6th Addition, recorded in Book I of Plats, Pages 164 and 164A a distance of 1282.68 feet; thence S00°27'11"W along the East line of said Prairie Falls 6th Addition a distance of 1185.30 feet to the Southeast corner of Lot 16, Block 1 of said Prairie Falls 6th Addition; thence continuing S00°27'11"W a distance of 142.85 feet to the South line of said Southeast Quarter; thence S88°52'39"E along said South Line a distance of 1292.77 feet to the intersection with the West Right of Way Line of said Idaho Road; thence N00°39'55"E along said Right of Way Line a distance of 1329.74 feet to the POINT OF BEGINNING.

Containing 39.51 acres more or less.

