

MINUTES OF THE MEETING OF JULY 11, 1982
OF ROCKFORD BAY SECOND ADDITION INC., ORGANIZATION
MEETING.

4:45 PM

A meeting was called to order by temporary chairman Ted Mathews at the home of Harold & Irene Grimes for the purpose of organizing either a corporation or association to administer the community beach lot and docks.

Present were Ted Mathews, Charmain Remick, Ethel Smoke, Leonard Smoke, Murray Madeen, James Barber, ~~Mrs James Barber~~ ^{Berry}, Irene Grimes and Harold Grimes.

Ethel Smoke made a motion to form a non-profit corporation. Seconded by James Barber.

A discussion followed, and the motion carried unanimously.

Ted Mathews nominated Harold Grimes for president, seconded by Murray Madeen.

Murray Madeen nominated Ted Mathews for vice president. Seconded by Charmain Remick.

Ted Mathews nominated Irene Grimes for secretary-treasurer. Seconded by Murray Madeen.

All nominees were elected by unanimous vote.

Discussion was held to decide on a name for the corporation. Murray Madeen made a motion to name the corporation "Rockford Bay Second Addition". Question was raised and following discussion, motion carried.

Question was raised by President Grimes on how many directors of the corporation to have. A motion was made and seconded for each owner of The Rockford Bay Second Addition Inc., to be a director.

A discussion was held on the Articles of Incorporation, and the by-laws of the corporation and were accepted as outlined by President Grimes.

The question of the use of the first dock by other than members of the corporation was raised. Vice President Ted Mathews volunteered to consult with attorney Sam Eisman to see about corporation rights, and to see if people of the third addition could be assessed a portion of taxes, maintenance and insurance.

President Grimes was authorized to proceed with the drafting of the corporation papers and the purchase of corporate seal, ledgers, supplies and signs for docks. He was also authorized to check into liability insurance. Ted Mathews also volunteered to check on insurance.

Secretary-treasurer Irene Grimes was authorized to open either a checking account or savings account with checking privileges, preferable with a banking institution with offices in both Lewiston and Couer d'Alene, Idaho

President Grimes was asked to contact owners of the 1st addition to ask them to relinquish their rights to use the beach or else to share in the cost of liability insurance.

* The ownership of the pump and pumps house water system serving the Madeens, Grimes, Mathews and Smokes would remain the property of them, and they are responsible for the cost of operation and maintenance.

President Grimes appointed Ted Mathews, Leonard Smoke and Ethel Smoke to formulate a set of rules and regulations governing the use of Corporation Property.

There being no further business the President adjourned the meeting at 5:45 P M.

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A hand-drawn map of a neighborhood. The map shows several streets and houses. The streets are labeled: "BOSTON" at the top, "HAIN" on the left, "PETER" in the middle, and "LAW" at the bottom. The houses are labeled with names: "JAMIE'S BARBER" (top left), "PAUL & ANITA" (bottom left), "PETER" (middle left), "LAW" (bottom left), "Cousin Bob" (middle right), and "Cousin" (top right). There is also a house labeled "Cousin" (bottom right). A road with a dashed line runs vertically on the right side of the map. An arrow points to a house labeled "Cousin" (bottom right) with the text "Cousin's house" written next to it.

subject
property

ROCKFORD BAY

SCALE:
1" = 200'

913628

WARRANTY DEED

FOR VALUE RECEIVED, V. A. SANDERS and GERALDINE SANDERS, husband and wife, the grantors, do hereby grant, bargain, sell and convey unto MURRAY L. MADEEN and DOREE MADEEN, husband and wife; HAROLD J. GRIMES and IRENE L. GRIMES, husband and wife; TED W. MATTHEWS, a single man; CHARMAINE REMICK, a single woman; JAMES R. BARBER and BETTY BARBER, husband and wife; LEONARD C. SMOKE and ETHEL E. SMOKE, husband and wife; and VINA ZEUGE, a single woman, the grantees, whose current address is:

the following described premises, in Kootenai County, State of Idaho, to-wit:

Those portions of SANDERS ROCKFORD BAY DEVELOPMENT SECOND ADDITION, Kootenai County, State of Idaho, according to the plat recorded in Book E of Plats, Page 47, designated thereon as Private Roads; Community Walkways; and Lot 1, Block 2, Community Recreation Area.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances except as follows: (1) Easements (2) Right-of-ways apparent and of record (3) Real property taxes for the years 1981 and thereafter (4) Restrictive covenants recorded February 2, 1968, as Instrument No. 524536, Records of Kootenai County, Idaho (5) A pump site to Lots 7 and 8, Block 1 of said Addition as disclosed in Deed recorded

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss

AT THE REQUEST OF

Harold J. Grimes

At 20 minutes past 10 o'clock AM
AUG 20 1982

CAROL D. STZ

By Shirley K. K... Deputy

Fee \$ 10.00
Return to 3029 8th St. Lewiston
Idaho 83501

September 4, 1968, as Instrument No. 535575, Records of Kootenai County, Idaho, wherein Vina R. Zeuge was the grantee (6) The right, title and interest of the property owners in SANDERS ROCKFORD BAY DEVELOPMENT recorded in Book D of Plats, Page 179, Records of Kootenai County, SANDERS ROCKFORD BAY DEVELOPMENT FIRST ADDITION, recorded in Book E of Plats, Page 6, Records of Kootenai County, Idaho, and SANDERS ROCKFORD BAY DEVELOPMENT SECOND ADDITION recorded in Book E of Plats, Page 47, Records of Kootenai County, Idaho, by virtue of the following language contained in the Dedication of the said ROCKFORD BAY DEVELOPMENT SECOND ADDITION "The private road, community walkways and community recreation area are hereby reserved for the use of all owners of property owners within SANDERS ROCKFORD BAY DEVELOPMENT FIRST ADDITION thereto and this Plat as means of access and other purposes as shown hereon" (7) Right of use of the owners of Lots in SANDERS ROCKFORD BAY DEVELOPMENT THIRD ADDITION recorded in Book E of Plats, Page 154, Records of Kootenai County, Idaho, as defined in the Memorandum Opinion dated October 9, 1981, and the Judgment dated November 25, 1981, and entered in Kootenai County Case No. 42962, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 6th day of August, 1982.

V. A. Sanders
V. A. Sanders

Geraldine Sanders
Geraldine Sanders

STATE OF IDAHO)
County of Kootenai) ss.

On this 6th day of August, 1982, before me,
a notary public in and for said State, personally appeared
V. A. SANDERS and GERALDINE SANDERS, husband and wife, known
to me to be the persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed the same.


Milma Jean Leal
Notary Public for Idaho
Residing at Coeur d'Alene



COMMITMENT FOR TITLE INSURANCE

RECEIVED
AUG 12 2016
IDWR / NORTH

Paul McCabe

ORDER NO. 80997
Your No. Sanders

SAFECO TITLE INSURANCE COMPANY
OF IDAHO

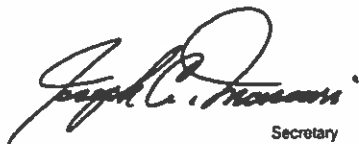
SAFECO TITLE INSURANCE COMPANY OF IDAHO, an Idaho corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance in ALTA Single Form Policy - 1970 coverages, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedule A and B, and the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, which Insured and said amount may be changed by subsequent endorsement.

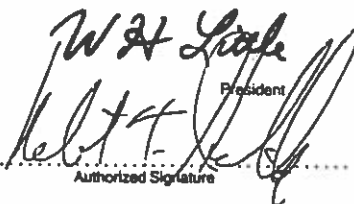
This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is further conditioned by the Conditions and Stipulations and Exclusions from Coverage of the basic form of the policy or policies committed to be issued. The examination of the public records made by Company as to the land set out in Schedule A was made wholly for determining the insurability of the title to said land and not for reporting on the condition of the record.

In Witness Whereof, SAFECO Title Insurance Company of Idaho has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.


Secretary




President
Authorized Signature

CONDITIONS AND STIPULATIONS OF COMMITMENT

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties include under the definition of Insured in the form of policy or policies committed for and only for actual pecuniary loss incurred in reliance hereon in undertaking in good faith (a) to eliminate exceptions shown in Schedule B, or (b) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

NOTE: The language contained in the printed Exclusions from Coverage and Conditions and Stipulations of the policy may be examined by reference to forms on file in the office of the Department of Insurance or by inquiry at the office which issued this Commitment.

SCHEDULE A

Order No. 80977

1. Effective date: June 3, 1982 at 9:00 a.m.

2. Policy or policies to be issued:

(a) Owners Standard Coverage

Amount \$6,000.00

Name of proposed Insured:

MURRAY L. MADEEN and DOREE MADEEN; HAROLD J. GRIMES and IRENE L. GRIMES; TED W. MATTHEWS and DOROTHY E. MATTHEWS; CHARMAINE REMICK; JAMES R. BARBER and BETTY BARBER; LEONARD L. SMOKE and ETHEL F. SMOKE; and VINA ZLUGE

(b) Mortgage Coverage

Amount: \$

Name of proposed Insured:

3. The estate or interest in the land described in this commitment and covered herein is:

fee simple

4. Title to the estate or interest referred to herein is at the effective date hereof vested in:

V. A. SANDERS and GERALDINE SANDERS, husband and wife, as community property

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

Those portions of SANDERS ROCKFORD BAY DEVELOPMENT SECOND ADDITION, Kootenai County, State of Idaho, according to the plat recorded in Book E of Plats, page 47, designated thereon as Private Roads; Community Walkways; and Lot 1, Block 2, Community Recreation Area.



SCHEDULE B

Order No. _____

Page _____

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment, including matters that may affect the title by reason of the proposed Insured acquiring title.
2. Rights or claims of persons in possession or claiming to be in possession, easements, liens or encumbrances including material or labor liens, which are not shown by the public records; reservations in patents or state grants; or in acts authorizing the issuance thereof; mineral rights, water rights, claims or title to minerals or water.*
3. Questions of location, boundary and areas; overlaps and encroachments by improvements belonging to these or adjoining premises; all dependent upon actual survey for determination.*
4. Assessments which are not shown as existing liens by the public records; taxes not yet payable; pending proceedings for vacating, opening or changing streets or highways preceding entry of the final ordinance or order therefor.*

*Paragraphs 2, 3 and 4 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed below.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Form 4—Continued

Order No. 80997

SCHEDULE B (continued)

5. General taxes for the year 1981, which are a lien, of which the first half is delinquent and the second half is due and payable on or before June 20, 1982 and not delinquent until after said date.

As to a portion.

General taxes for the year 1982, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.

6. Any claim arising from the difference in the mean high water line of the Coeur d'Alene Lake and the meander line as shown by the Government Survey.

7. Any liens or assessments of the North Rockford Bay Recreation Sewer District, for which we make no search.

8. The dedication on the official plat contains the following language: "The private road, community walkways and community recreation area are hereby reserved for the use of all owners of property owners within "Sanders Rockford Bay Development," the First Addition thereto, and this plat as means of access and other purposes, as shown hereon."

9. The right, title and interest of the property owners shown in the above description.

10. The affect of the declaration of restrictions recorded February 2, 1968, as Instrument No. 524536, records of Kootenai County, Idaho. See abstract copy attached.

11. A pump site affecting the recreational area and waterline from said pump site to lots 7 and 8, Block 1, of said addition as disclosed in deed recorded September 4, 1968 as Instrument No. 535575, wherein Vina R. Zluge, was the grantee.

NOTE: In the event this transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the state insurance code.



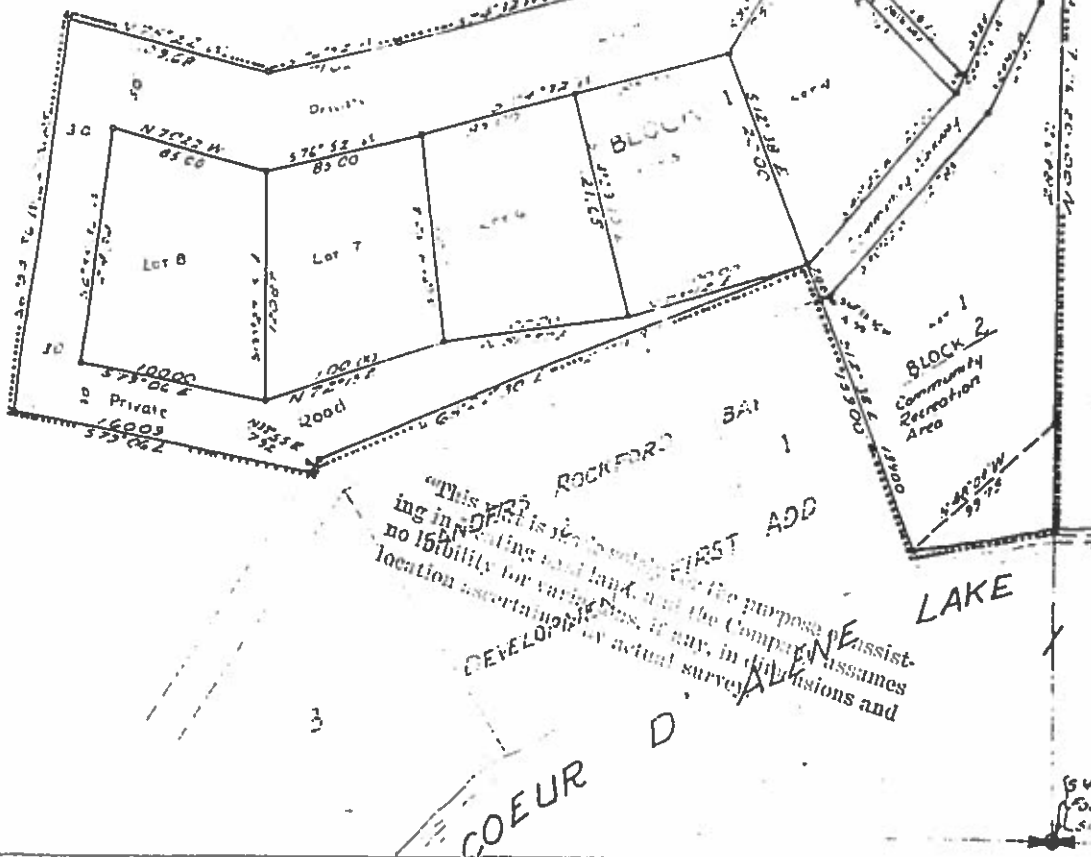
Restrictive Covenants of SANDERS ROCKFORD BAY DEVELOPMENT,
SECOND ADDITION, recorded February 2, 1968 as Instrument No.
524536, records of Kootenai County, Idaho, as follows:

RESTRICTIVE COVENANTS

1. No horses, cows or other animals, except cats, dogs and house pets - no breeding kennels.
 2. No outside toilets or unsightly outbuildings permitted.
 3. No trailer houses, except on Lots 1, 2, 3 and 4.
 4. No garbage pits or dumps.
 5. No motor vehicles to be parked on community walkways or no motor vehicles to be driven onto community beaches. Cars not allowed to interfere with other residences on roadways.
 6. No unsightly trash or rubbish to be allowed to accumulate on any given property.
 7. The Northerly fifty foot right-of-way shall be used for ingress to and egress from all lots; and not the Southerly right-of-way.
-

S 72°58'W	12468	12468	12468	12468
S 30°58'W	12118	12118	12118	12118
S 7°53'E	8030	8030	8030	8030
S 30°22'W	3768	3768	3768	3768
S 74°53'W	14869	14869	14869	14869
S 76°58'W	7162	7162	7162	7162
N 75°22'W	10968	2777	10968	10968
S 6°55'36'W	20683	20683	20683	20683
S 79°06'E	16009	3027	15720	15720
N 33°55'E	792	652	442	442
N 64°22'30'E	27930	10293	28364	28364
S 21°38'E	15900	14780	5862	5862
N 45°04'E	5975	6665	5419	5419
N 00°02'30"E	50495	50495	036	036
Totals	70881	70882	56603	56603

GOVT LOT 1



**COMMITMENT
FOR
TITLE
INSURANCE**



**SAFECO TITLE INSURANCE COMPANY
OF IDAHO**

**HOME OFFICE
300 NORTH SIXTH STREET
BOISE, IDAHO 83701**