

DECLARATION OF CONDOMINIUM

158321

OF

WESTWOOD PHASE I

DECLARANT: WESTWOOD, INC., an Idaho corporation, Box 219, Sandpoint, Idaho.

DATE: January 24, 1973

TO ALL TO WHOM THESE PRESENTS MAY COME:

WESTWOOD, INC., the above named Declarant, does intend to create a project within the Condominium Property Act of the State of Idaho, and does pursuant to said Act, being Title 55, Chapter 15, Idaho Code, submit the following described land, and the improvements to be constructed thereon, to the condominium form of ownership:

PHASE I LAND DESCRIPTION:

The land initially submitted by Declarant is the following:

That part of Government Lot 2, Section 28, Township 57 North, Range 2 West of the Boise Meridian, Bonner County, Idaho, described as follows: Beginning at a point 1783.60 feet South and 1410 feet West of the Northeast corner of said Section 28; thence South 548.65 feet; thence South 72°14' West 400 feet; thence North 120.0 feet; thence West 180 feet; thence North 120 feet; thence West 135 feet; thence North 422.70 feet; thence East 695.92 feet to the point of beginning.

(Reserving to Declarant for future building sites those areas shown on Exhibit A as "Eastern," "Western," "Northern," "Metaline," and "Lady-of-the-Lake.")

A plat survey, prepared by William Wyatt, P.E., of the foregoing land is attached hereto as Exhibit A.

DESCRIPTION OF UNITS AND IMPROVEMENTS:

The buildings containing the residential apartments, referred to herein as units, are constructed principally of wood frame.

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FILED FOR RECORDING JULY 25, 1973 11:45 AM M. BARNES JR. CLERK BONNER COUNTY RECORDS BOOK NO. 53 PAGE 3200

LYONS AND MOONSTER ATTORNEYS AT LAW WEST & SUPERIOR SANDPOINT, IDAHO 83864

WEISTER LW 83864

There shall be immediately constructed on the Phase I Land at the places thereon designated on the plat, Exhibit A, the following:

"The Eagle" Cluster: "The Eagle" is the name of a cluster of twelve Pend Oreille units. Four of which are first floor units. First and second floor units are identical, each such unit containing 2 bedrooms, 2 bathrooms, 1 kitchen, 1 den, 1 dining area and 1 living room and entry. All of which is more particularly shown by the plans and specifications and floor plans which are attached hereto as Exhibit B. The Pend Oreille units located on the third floor contain 2 bedrooms, 2 bathrooms, 1 kitchen, 1 den, 1 dining area, 1 living room and entry and a garret. The total interior area of each first and second floor Pend Oreille unit is 1,531 square feet. The total interior area of each third floor Pend Oreille unit is 1,733 square feet. The plans and specifications and floor plan of third floor Pend Oreille units is attached hereto as Exhibit C. The location of "The Eagle" cluster is as shown on Exhibit A. The location of each Pend Oreille unit in said cluster is as shown by the diagrammatic plan attached hereto as Exhibit D. A detached garage located directly north of "The Eagle" cluster and adjacent to the parking area, as shown on Exhibit A, contains 12 garages, one for each unit owner whose unit is located in "The Eagle" cluster. The numbers of each such garage corresponds with the unit numbers of the units within "The Eagle" cluster and the owner of each such unit owns the garage having a corresponding number.

"The Tye" cluster: "The Tye" consists of five

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Sundance units. Each Sundance unit contains 2 bedrooms, 2 bathrooms, 1 kitchen, 1 dining room, 1 living room, 1 entry and a garage. The interior area of each Sundance unit, including the garage, is 1,300 square feet. Sundance units are one-story units. The location of "The Tyee" cluster is as shown on Exhibit A and each individual unit in such cluster is as shown on the diagrammatic floor plan attached as Exhibit E.

"The Coyote" cluster: "The Coyote" cluster contains six Schweitzer units. Each Schweitzer unit has 2 bedrooms, 1 bathroom, 1 kitchen, 1 dining area, 1 living room, 1 garage. The interior area of each Schweitzer unit is 1,122 square feet. "The Coyote" cluster is located as is shown on Exhibit A. The diagrammatic floor plans of "The Coyote" units are attached as Exhibit F. Each Schweitzer unit is a two-story unit.

Streets and Parking: Streets and parking areas shall be constructed and located as shown on Exhibit A. Such streets and parking areas shall be surfaced with an asphaltic bituminous surface.

Recreation Facilities: There shall be immediately constructed two tennis courts at the location as shown on Exhibit A. Such courts shall have a concrete playing area surface.

Reservations: Notwithstanding the foregoing, Declarant reserves to itself the areas designated on Exhibit A as "The Eastern," "The Northern," "The Western," "The Metaline" and "Lady-of-the-Lake" for the purpose of constructing thereon 29 additional units consisting of 12 Pend Oreille type units, 12 Schweitzer type units and 8 Monarch type units. (Each Monarch shall consist of 3 bedrooms,

3 bathrooms, 1 studio, 1 kitchen, 1 dining room, 1 living room and a detached garage. Each Monarch unit shall have an interior area of 2,045 square feet, not including the detached garage.)

INTENTION TO AMEND:

It is the intent of Declarant to submit other areas of land lying adjacent to Phase I to the Condominium form of ownership but this expression of such intent is not binding on Declarant. The owners of the condominium units in such other areas as may be submitted by Declarant shall have a use of the aforementioned streets and subject to such rules and regulations as may be promulgated from time to time by the Owners Association, a use of the recreational facilities contained within Phase I, and the owners of units in Phase I shall have a reciprocal use of recreational facilities within other such land submitted by Declarant to the condominium form of ownership, in accordance with such amendments to the Declaration as may hereafter be adopted.

SHARES OF COMMON ELEMENTS AND EXPENSES:

Each owner of a unit within Phase I shall own a share of the common area and elements, and be liable for common expenses as follows:

- (1) Each first or second floor Pend Oreille unit shall own an undivided 2.29 %. There being 16 such units 36.64 %
- (2) Each third floor Pend Oreille unit shall own an undivided 2.43%. There being 8 such units. 19.44 %
- (3) Each Sundance unit shall own an undivided 1.60 %. There being 5 such units 8.00 %

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- (4) Each Schweitzer unit shall own an undivided
1.10%. There being 18 such units. 19.8 %
- (5) Each Monarch unit shall own an undivided
2.02%. There being 8 such units 16.16 %

The undivided interest in the common areas and facilities, subject to the foregoing reservations, is hereby established and shall be conveyed with each respective unit in the percentages substantially hereinabove specified.

COMMON AREAS OUTSIDE PHASE I DESCRIPTION:

Declarant is the owner of the property located South of the Phase I Land Description and lying between the extended sidelines thereof (i.e., the beach and marina property). Declarant does irrevocably agree to submit such property to common ownership by the owners of units within Phase I, and within the following described adjacent areas presently owned by Declarant; or, Declarant shall convey such property to an incorporated association composed of such owners. Such submission and transfer shall occur at the time all of the following described land:

Tracts of land in Section 28, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, described as follows:

PARCEL 1: From the true point of beginning, which point lies on the North and South subdivision line of said Section 28, South 0°03' East, a distance of 2549.0 feet from the North quarter corner of said Section 28; thence East 536.0 feet; thence North 0°03' West, 120.0 feet; thence West 165.0 feet; thence North 0°03' West, 174.20 feet; thence East 150.0 feet; thence North 0°03' West, to a point lying South 0°03' East, 200.0 feet from an intersection with the Southerly right of way line of Highway U.S. No. 2; thence South 34°28' West, 320.11 feet; thence North 0°03' West, 200.0 feet to the Southerly right of way line of Highway U.S. No. 2; thence South 54°28' West, along said right of way line to an intersection with the North and South subdivision line of Section 28; thence South 0°03' East, along said North and South subdivision line to the true point of beginning.

PARCEL 2: The Township 57 North Bonner County, at a point 18 feet Southwesterly 680.7 feet to

PARCEL 3: The Township 57 North Bonner County, at a point 14 feet Northeast corner; thence 6 feet; thence East 6 feet;

has been submitted ownership, or in a whichever is the the said described enjoyment of the rules and regulations time, prior to submission be subject to such time to time by the

ASSOCIATION C

The owner of an owner, be a member hereinafter referred a member of said Association shall ceases for any reason The owners of administration of provisions of the part hereof and a or occupant of a Declaration, the

PARCEL 2: That part of Government Lot 2, Section 28, Township 57 North, Range 2 West of the Boise Meridian, Bonner County, Idaho, described as follows: Beginning at a point 1830 feet South and 1410 feet West of the Northeast corner of said Section 28; thence South 731.8 feet; thence Southwesterly 702 feet; thence North 925 feet; thence East 680.7 feet to the place of beginning.

PARCEL 3: That part of Government Lot 2, Section 28, Township 57 North, Range 2 West of the Boise Meridian, Bonner County, Idaho, described as follows: Beginning at a point 1425.6 feet South and 1410 feet West of the Northeast corner of said Section 28; thence South 404.4 feet; thence West 680.7 feet; thence North 404.4 feet; thence East 681 feet to the place of beginning.

has been submitted by Declarant to the condominium form of ownership, or in any event not later than January 1, 1983, whichever is the shorter period. All owners of units within the said described land shall have, at all times, the use and enjoyment of the beach and marina property subject to such rules and regulations as Declarant may adopt from time to time, prior to submission thereof. After submission the same shall be subject to such rules and regulations as may be adopted from time to time by the owners association.

ASSOCIATION OF OWNERS:

The owner of each unit shall automatically, upon becoming such an owner, be a member of Westwood Phase I Owners Association, hereinafter referred to as the "Association," and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.

The owners of the units shall covenant and agree that the administration of the condominium shall be in accordance with the provisions of the Declaration and the By-laws which are made a part hereof and attached hereto as Exhibit G. Each owner, tenant or occupant of a unit shall comply with the provision of this Declaration, the By-laws, decisions and resolutions of the

Association or its representatives which representative shall be Westwood, Inc., until such time as another representative is designated by the Association. Failure to comply with the Declarations, the By-laws and with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

This Declaration shall not be revoked or any of the provisions herein amended unless more than fifty (50%) percent of the voting power and the mortgagees of all of the mortgages covering the units agree to such revocation or amendment by duly recorded instruments. Such vote may be in person or by proxy at a meeting duly held in accordance with the provisions of the By-laws, or in lieu of a meeting, any amendment may be approved in writing by more than fifty (50%) percent of the voting power and mortgagees.

USE RESTRICTIONS:

The use of the property of the condominium shall be in accordance with the following provisions:

No unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be effected thereby.

The common elements and areas shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the unit owners.

No use or practice shall be permitted on the condominium property which is a source of annoyance to the residents or which interferes with the peaceful possession and proper use of the property by its residents. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property. No immoral, improper,

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offensive or unlawful use shall be made of the condominium property or any part thereof.

Until the Declarant has completed and sold all of the units, including the units in the areas reserved as "Eastern," "Northern," "Western," "Metaline" and "Lady-of-the-Lake," neither the unit owner nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and sale of the units. The Declarant may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the property, and the display of signs.

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its By-laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request.

SERVICE OF PROCESS:

Until conveyance of ten units, service of process shall be made upon William Wyatt, Box 219, Sandpoint, Idaho, who is, and shall be the agent of the Association for service of process until another such agent is appointed by the Association.

ASSESSMENTS, CHARGES AND TAXES:

Each owner of a unit shall pay all assessments, charges, and expenses of every kind and nature in the manner provided in this Declaration or in the deed or in the By-laws. No owner of a unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of his unit.

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SANDPOINT, IDAHO 83864
CO 3-3115

LYONS AND HOFMEISTER
ATTORNEYS AT LAW
FIRST & SUPERIOR
SANDPOINT, IDAHO 83864
CO 3-3115

SEVERABILITY:

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provision of this Declaration or of the By-laws, or of the regulations of the Association shall not effect the validity of the remaining portions thereof.

MANAGEMENT AGENT:

The initial management agent shall be the Declarant, Westwood, Inc., whose business and post office address is Box 219, Sandpoint, Idaho.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal the day and date first above mentioned.

WESTWOOD, INC.

[Handwritten signature]

[Handwritten signature]

STATE OF IDAHO)
) ss
County of Bonner)

On this 20 day of January, 1973, before me, the undersigned, a Notary Public in and for said state, personally appeared William W. Watts and Hardy C. Lyons, known to me to be the President and Secretary, respectively, of the corporation that executed this instrument or the persons 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 seal the date last above written.

[Handwritten signature]

Notary Public in and for the
State of Idaho, residing at
Sandpoint.

The undersigned Mortgagee approves the form of the foregoing Declaration and consents to the recording of the documents mentioned therein.

LINCOLN FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY: *[Handwritten signature]*

ADDENDUM TO DECLARATION
OF
WESTWOOD PHASE I

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The following is addendum to the Declaration of Westwood Phase I:

(1) In "Eagle" cluster, as shown on Exhibits A and D, attached to the Declaration and made a part thereof, the units are numbered consecutively from East to West. The first floor units are 101, 102, 103 and 104 respectively. The second floor units are 201, 202, 203 and 204 respectively. The third floor units are 301, 302, 303 and 304 respectively.

(2) In "Tye" cluster, as shown on Exhibits A and J, attached to said Declaration and made a part thereof, the units are numbered consecutively from North to South, 101, 102, 103, 104 and 105 respectively.

(3) In "Coyote" cluster, as shown as Exhibits A and I, attached to said Declaration and made a part thereof, the units are numbered consecutively from East to West, 101, 102, 103, 104, 105 and 106 respectively.

(4) The following concerns the reserved areas for future clusters to be known as "Eastern," "Western," "Northern," "Metaline" and "Lady-of-the-Lake":

(a) "Eastern" will consist of six Schweitzer units, located as shown on Exhibit A, and numbered consecutively from South to North 101, 102, 103, 104, 105 and 106 respectively.

(b) "Western" shall consist of three Monarch units, located as shown on Exhibit A, and numbered consecutively from East to West 101, 102 and 103 respectively.

(c) "Northern" shall consist of six Schweitzer units, located as shown on Exhibit A, and numbered consecutively from West to East 101, 102, 103, 104, 105 and 106 respectively.

(d) "Metaline" shall consist of five Monarch units, located as shown on Exhibit A, and numbered consecutively from South to North 101, 102, 103, 104 and 105 respectively.

(e) "Lady-of-the-Lake" shall consist of twelve Pend Oreille units, located as shown on Exhibit A, four of which are first floor units, four are second floor units and four are third floor units. All such units are numbered consecutively from East to West. First floor units are numbered 101, 102, 103 and 104. Second floor units are numbered 201, 202, 203 and 204. Third floor units are numbered 301, 302, 303 and 304.

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IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 24 day of January, 1973.

WESTWOOD, INC.

BY: William W. Wyatt

STATE OF IDAHO)
County of Bonner) SS

On this 24 day of January, 1973, before me, the undersigned, a Notary Public in and for said state, personally appeared William W. Wyatt, known to me to be the PRESIDENT of the corporation that executed this instrument or 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 seal the date last above written.

J. W. H. H. H.
Notary Public in and for the State of Idaho, residing at Sandpoint.

STATE OF IDAHO)
County of Bonner) SS

On this _____ day of _____, 1973, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, known to me to be the _____ of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



EXHIBIT
PLOT

Unofficial Document

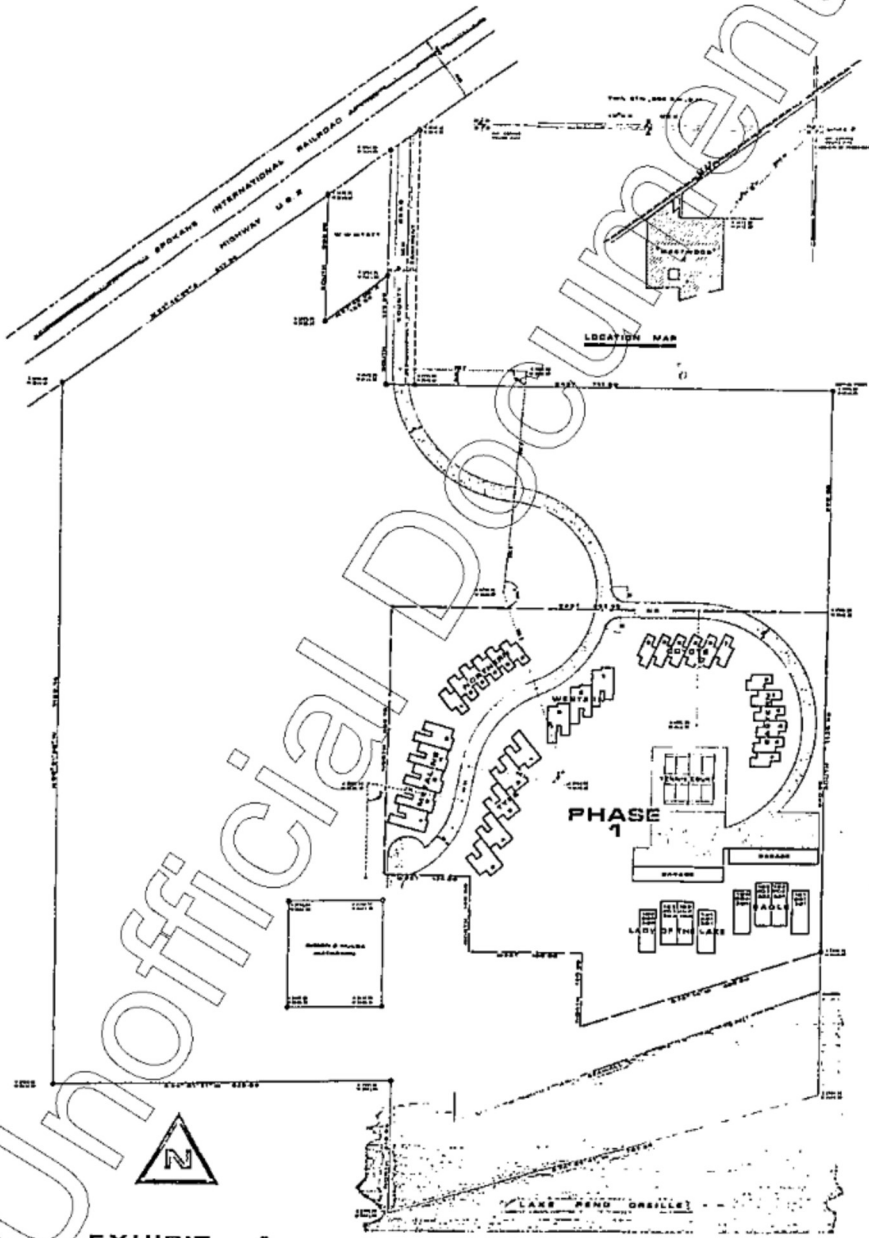


EXHIBIT A
PLOT PLAN

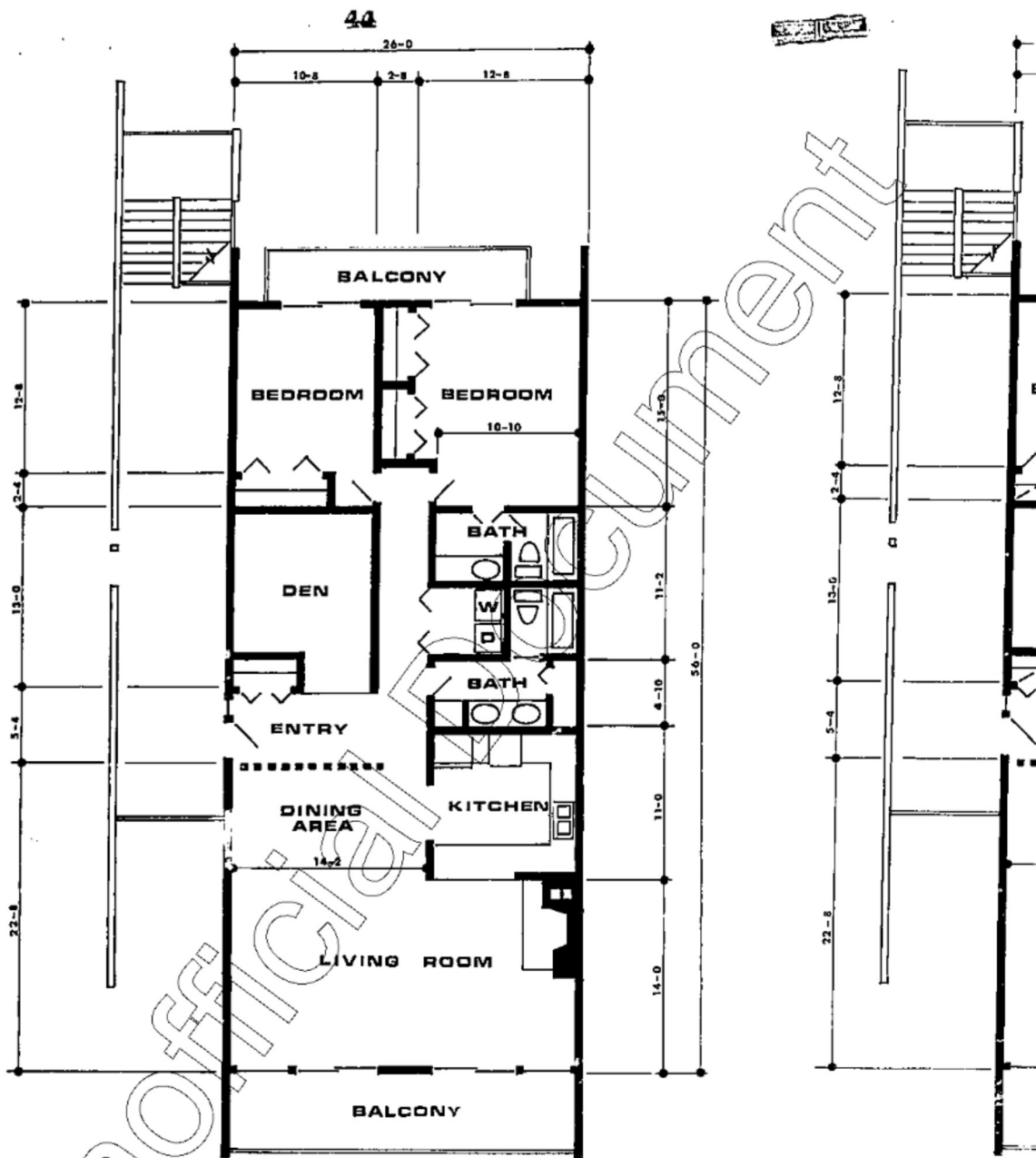


EXHIBIT B
FIRST & SECOND FLOOR PLAN
PEND OREILLE UNITS

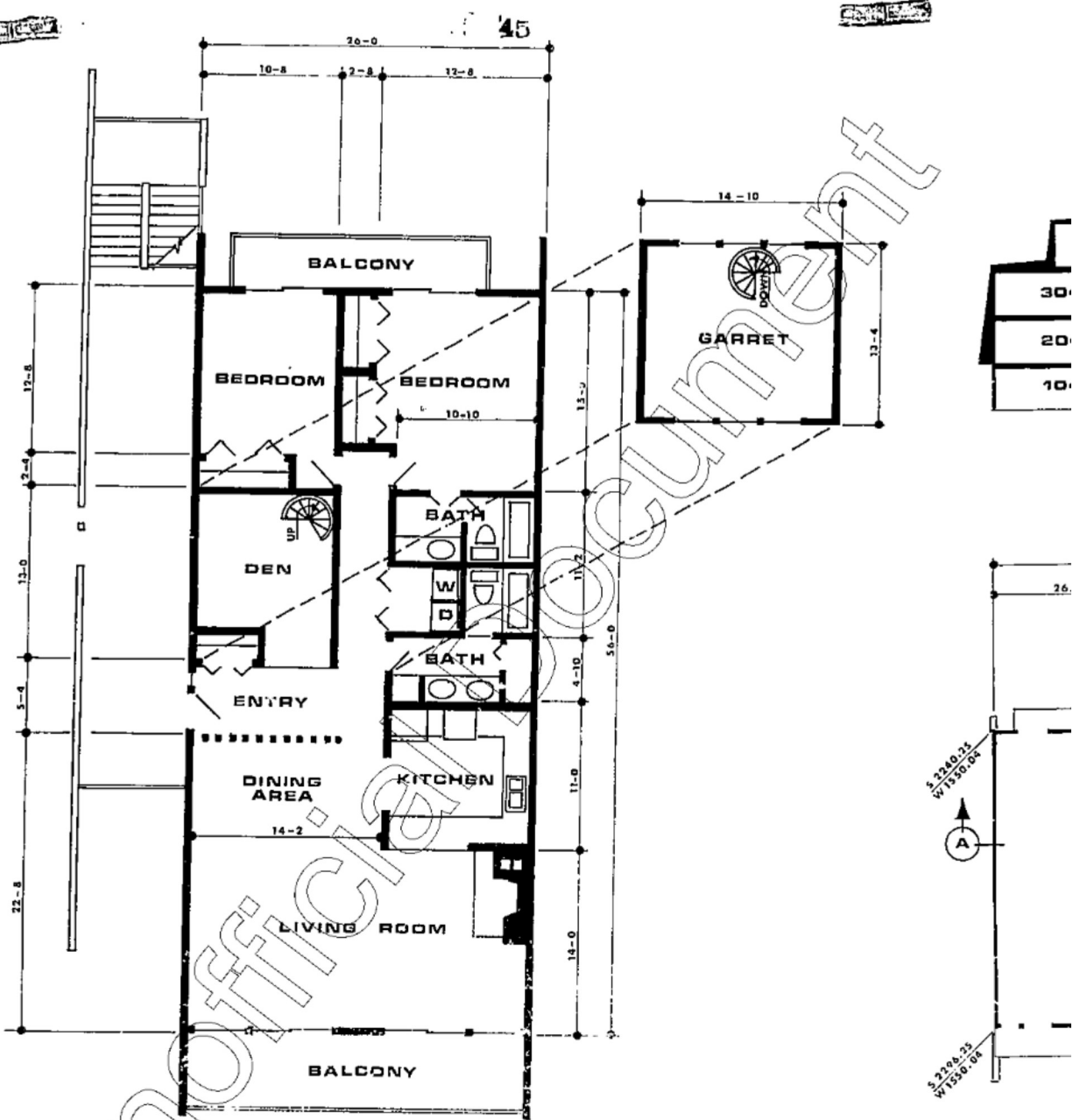
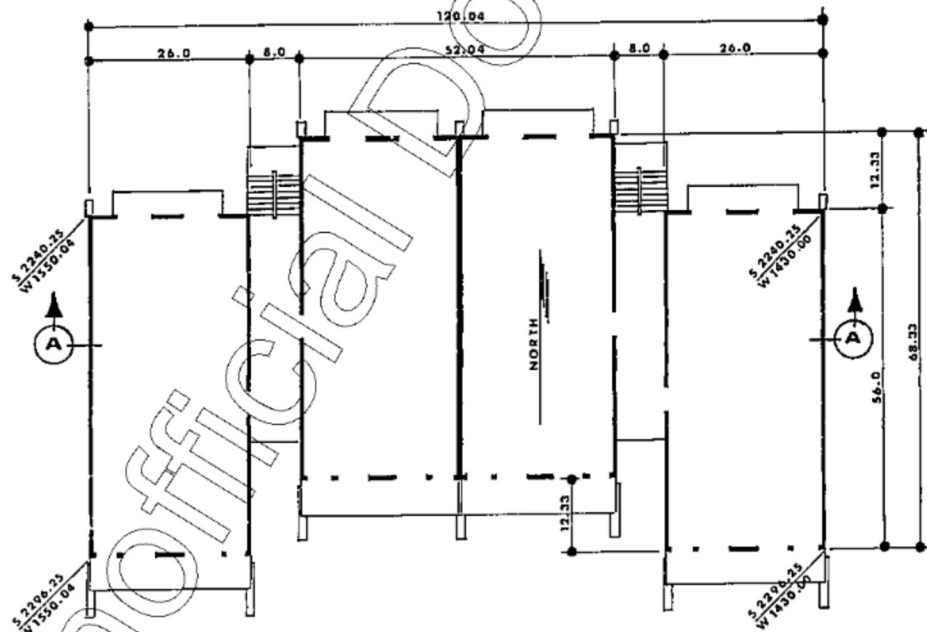


EXHIBIT C
THIRD FLOOR PLAN
PEND SPELLE UNITS

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 3. VERTICAL DI



SECTION A



PLAN

NOTE: 1. COORDINATE SYSTEM SAME AS ON EXHIBIT A.
 2. COORDINATES AND HORIZONTAL DIMENSIONS ARE TO OUTSIDE OF EXTERIOR WALL STUDS.
 3. VERTICAL DIMENSIONS ARE TO FINISHED FLOOR.

EXHIBIT D
LOCATION MAP
"EAGLE" CLUSTER
OF
PEND OREILLE UNITS

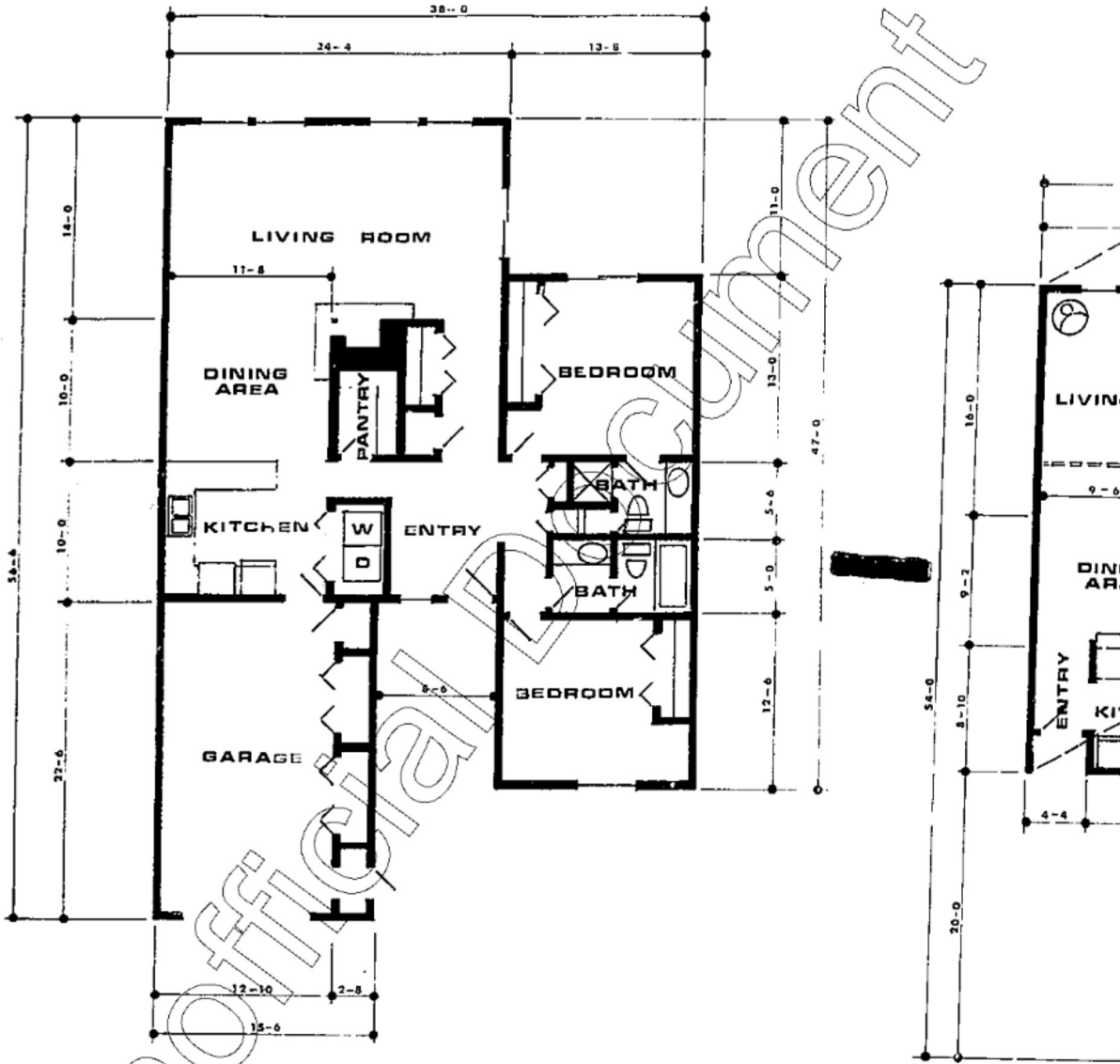


EXHIBIT E
FLOOR PLAN
SUNDANCE UNITS

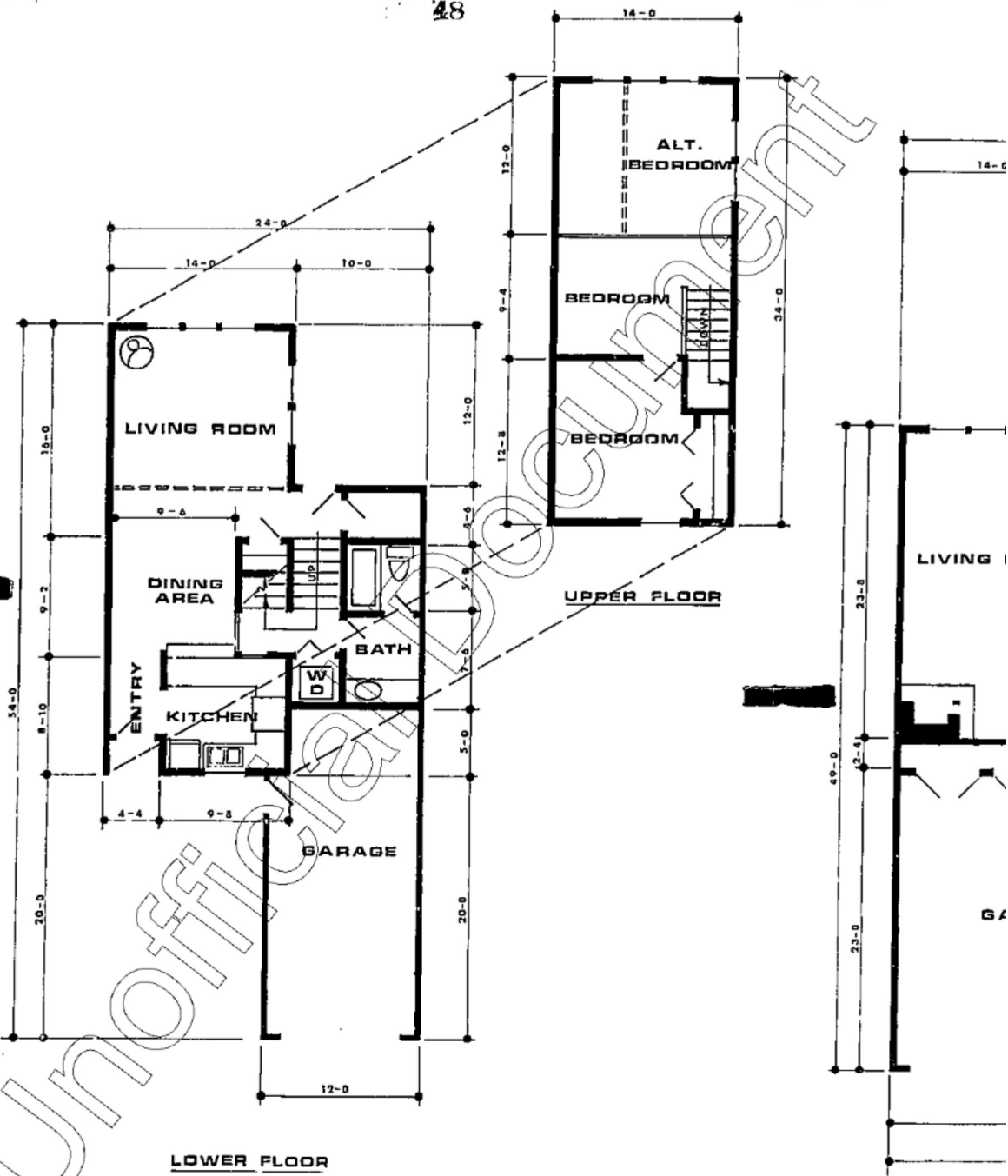
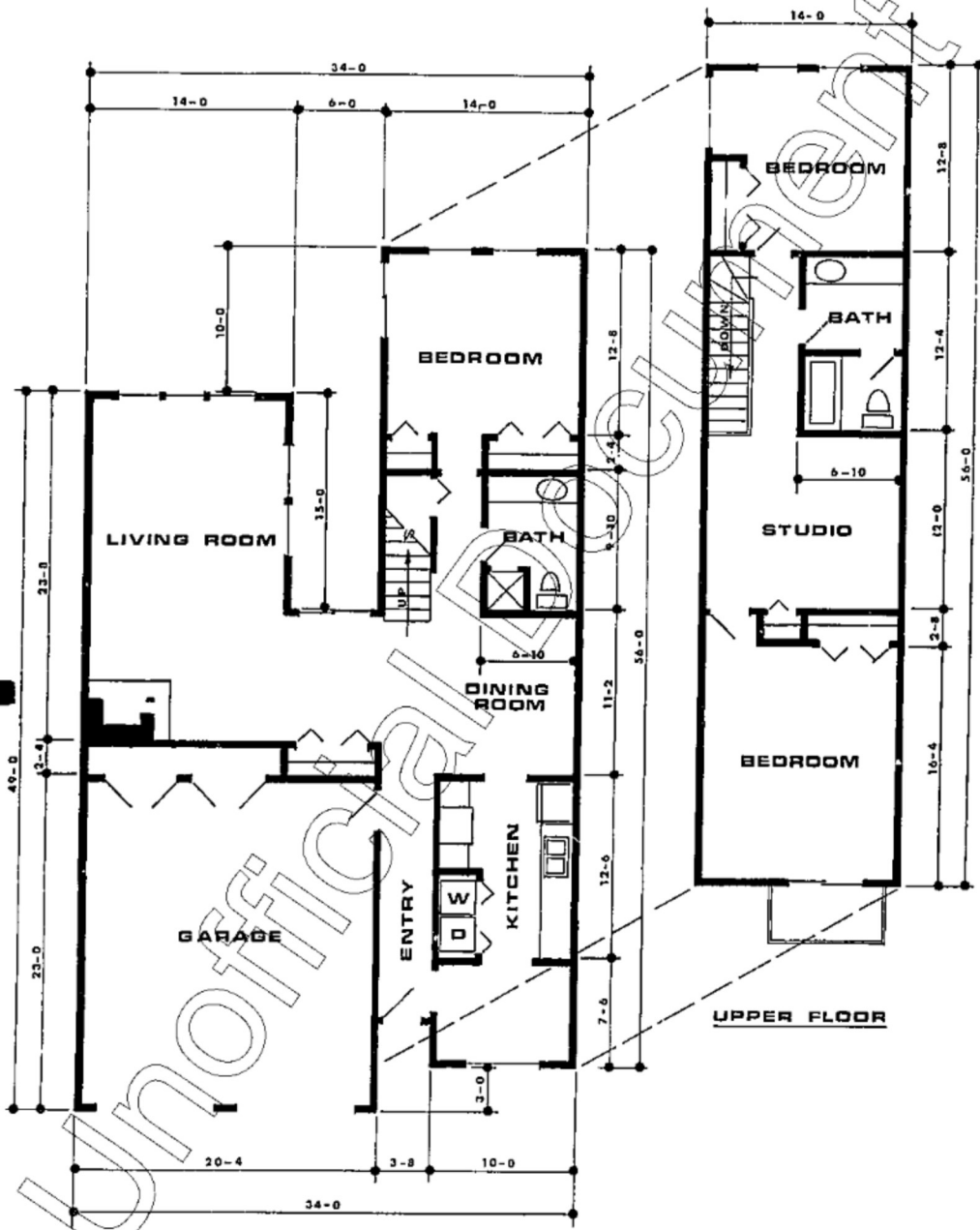


EXHIBIT F
FLOOR PLAN
SCHWEITZER UNITS



LOWER FLOOR

EXHIBIT H
FLOOR PLAN
MONARCH UNITS

NORTH

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S 1969.85
W 1904.78

S 2073.13
W 1868.46

S 2892.15
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W 1987.58

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W 1986.05

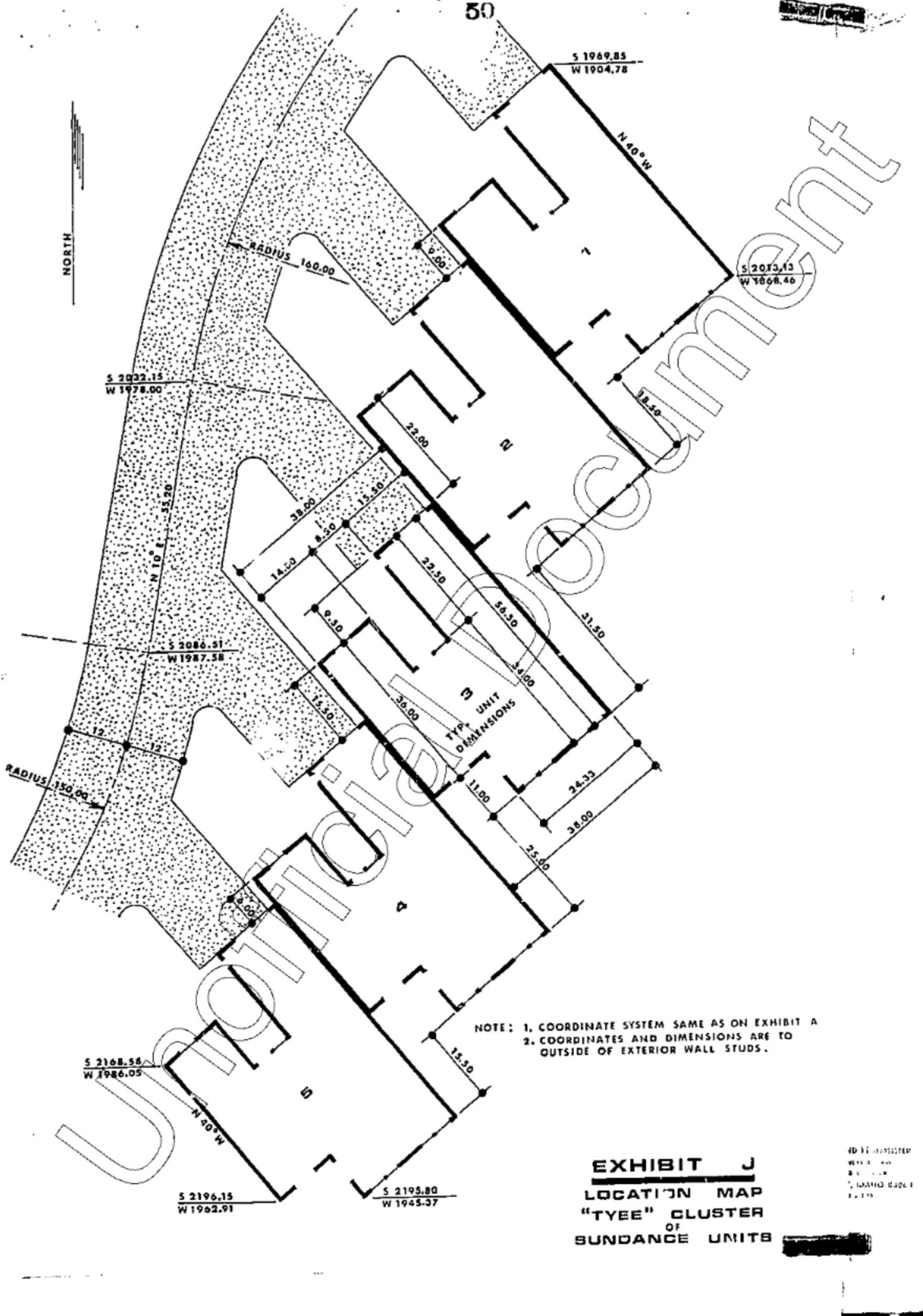
S 2196.15
W 1962.91

S 2195.80
W 1945.37

NOTE: 1. COORDINATE SYSTEM SAME AS ON EXHIBIT A
2. COORDINATES AND DIMENSIONS ARE TO
OUTSIDE OF EXTERIOR WALL STUDS.

EXHIBIT J
LOCATION MAP
"TYEE" CLUSTER
OF
SUNDANCE UNITS

DATE REVISED: _____
BY: _____
SCALE: _____



BY-LAWS

OF

WESTWOOD PHASE I OWNERS ASSOCIATION

IDENTITY: These are the By-laws of the Westwood Phase I Owners Association, herein called the Association. These By-laws are adopted pursuant to the Declaration and pursuant to Chapter 15, Title 55, Idaho Code. The following is a description of the property submitted and to be presently governed by these By-laws:

That part of Government Lot 2, Section 28, Township 57 North, Range 2 West of the Boise Meridian, Bonner County, Idaho, described as follows: Beginning at a point 1785.60 feet South and 1610 feet West of the Northeast corner of said Section 28; thence South 540.65 feet; thence South 72°14' West 400 feet; thence North 120.0 feet; thence West 180 feet; thence North 120 feet; thence West 135 feet; thence North 422.70 feet; thence East 695.92 feet to the point of beginning.

(Reserving to Declarant for future building sites those areas shown on Exhibit A as "Eastern," "Western," "Northern," "Notafine," and "Lady-of-the-Lake.")

ARTICLE I

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES:

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the unit in accordance with the Declaration.

Section 2. Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentages assigned in

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Section 3. Quorum. Except as otherwise provided in these By-laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE II

ADMINISTRATION:

Section 1. Association Responsibilities. The owners of the units will constitute the Association of Owners (herein referred to as "Association") who will have the responsibility of administering the common elements, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the common elements and areas pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent.

Section 2. Place of Meetings. The meetings of the Association shall be held at the principal office on the above described property or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on _____ at _____ o'clock P.M. Thereafter, the annual meetings of the Association shall be held on the _____ of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article III of these By-laws. The owners may also transact such other

business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners or such lesser number as may be specified herein for specific purposes, and having been presented to the Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by the consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least five but not more than ten days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. A notice shall be mailed also to each mortgagee who has requested service of notice by a written request filed with the Secretary.

Section 6. Adjourned Meetings. If any meeting of the owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 12 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners of the units shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.

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- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

ARTICLE III

. BOARD OF DIRECTORS:

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of six persons, all of whom must be owners of units in the project.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the owners.

Section 3. Other Duties. In addition to duties imposed by these By-laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.
- (b) Collection of assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas.

Section 4. Rules and Regulations. The Directors may at any time and from to time adopt such reasonable rules and

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regulations as they may deem reasonable and necessary pertaining to operation and use of the common elements. The Directors may further assume and agree to pay on behalf of the Association an equitable share of the maintenance and taxes on the adjacent beach and marina area, over which the owners enjoy a common use. Such rules, regulations and fees may be amended from time to time by the Directors, provided however, that upon request by 25% of the unit owners the Secretary shall call a special meeting of the unit owners for the purpose of discussing, ratifying or amending such rules, regulations and/or fees. A majority vote of the shares present in person or by proxy at such meeting, provided the shares so present represent at least one-third of the total value of all units of the Association, shall be required to amend such rules, regulations or fees promulgated by the Board of Directors.

Section 5. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 6. Election and Term of Office. At the first annual meeting of the Association the term of office of two Directors shall be fixed for one year. The term of office of two Directors shall be fixed at two years, and the term of office of two Directors shall be fixed at three years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a

vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 8. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least three such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least two days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on two days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of

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the Board of Directors shall be called by the President or Secretary in like manner, and on like notice on the written request of at least two Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 15. Payment of Vouchers. At quarterly intervals the Board of Directors shall review the claims and vouchers for services and materials furnished for the benefit of the common areas and elements and shall approve and pay all such reasonable claims. The board is further authorized to anticipate reasonable expense claims to be presented within the next

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ensuing quarter and to authorize the Treasurer to pay the same if the Treasurer is reasonably satisfied that the service has been performed and/or the material for which claim is made has been furnished.

Section 16. During the first quarter of each fiscal year the Directors shall estimate the amount of money that will be required for the care, upkeep, insurance, surveillance and repair of the common areas and elements and such other expenses and fees as may be lawfully agreed upon during the ensuing year. The Directors shall at such convenient intervals, not less than semi-annually nor more frequently than monthly, assess such common expenses to the members of the Association pro rata according to the value of the units owned by each such member. A copy of the estimated budget shall within ten days after adoption be mailed to each owner in the Association and each mortgagee who has filed a request for the same with the Secretary of the Board. If 25% or more of the owners petition the Secretary for a hearing on such budget within 20 days from the date of the mailing of such estimated budget, the Secretary shall, notwithstanding any provision herein to the contrary, call within 40 days a special meeting of the owners for the purpose of discussing, ratifying or adopting an amended estimated budget. Notice of such changes shall be furnished to each unit owner by the Treasurer. The Treasurer shall keep a separate account (ledger) for each such owner and shall upon ten days notice, and payment of a reasonable fee for the same, furnish to the owner demanding the same a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing.

Section 17. Compensation. Directors shall be paid their reasonable and necessary expenses incurred, and may be otherwise compensated in such amount as may be determined at the annual, or any special meeting, of the owners.

Section 18. The Directors shall have the power and authority to retain and discharge such personnel as may be necessary for the maintenance, repair and replacement of the common elements.

ARTICLE IV

OFFICERS:

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among

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the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 3. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE V

OBLIGATIONS OF OWNERS:

Section 1. Assessments. All owners are obligated to pay at intervals adopted by the Directors assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance

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premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the Declaration.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

Section 3. Use of Family Units--Internal Changes.

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within 30 days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Right of Entry.

(a) An owner shall grant the right of entry to the

management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 5. Rules of Conduct.

(a) No resident of the project shall post any advertisement, or posters of any kind on or on the project except as authorized by the Association.

(b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping domestic animals will be subject to such regulations as may from time to time be adopted by the Board of Directors of the Association.

(c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the project.

(d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.

(e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television or audio,

machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.

ARTICLE VI

AMENDMENTS TO BY-LAWS:

Section 1. By-Laws. These By-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing more than fifty (50%) percent of the total value of all units in the project as shown in the Declaration.

ARTICLE VII

MORTGAGERS:

Section 1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgages of Units."

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE VIII

CAPTION:

These By-laws are set forth to comply with the requirements of the following statutes: Chapter 15, Title 55, Idaho Code. In case any of these By-laws conflict with the provisions of said statutes, it is hereby agreed and accepted that the provisions of the statute will apply.

Dated this 11th day of January, 1973.

WESTCOAST, INC.

BY: *[Signature]*

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