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MARIE SCOTT  
BONNER COUNTY RECORDER

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DEPUTY

**AMENDMENT 09-01**

**FOR**

**WESTWOOD VILLAGE CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, the original Declaration of Condominium of Westwood Village was executed by WESTWOOD, INC., an Idaho corporation, and recorded as Instrument No. 153321, records of Bonner County, Idaho, on the 25th day of October, 1973; and

WHEREAS, the foregoing Declaration of Condominium was amended and restated in its entirety by a document entitled "Amendment and Restatement of Westwood Village Condominium Declaration", executed on the 10th day of May, 1984, and recorded on the 12th day of July, 1984, as Instrument No. 288945, records of Bonner County, Idaho; and

WHEREAS, since the recording of the Amendment and Restatement of Westwood Village Condominium Declaration, there have been various amendments to the Declarations of Condominium; and

WHEREAS, the Board of Directors of WESTWOOD HOMEOWNERS ASSOCIATION has determined that there is a need to redefine and clarify some of the terms used in the Amendment and Restatement of Westwood Village Condominium Declaration; and

WHEREAS, at the annual meeting of the WESTWOOD HOMEOWNERS ASSOCIATION held July 4, 2009, unit owners representing an aggregate ownership in excess of fifty (50%) percent of the units in Westwood Village, approved and ratified new definitions primarily related to "Unit" and "Limited Common Area"; and

WHEREAS, by the affirmative vote of the unit owners of Westwood Village, the Amendment and Restatement of Westwood Village Condominium Declaration shall be amended.

**NOW, THEREFORE BASED UPON THE FOREGOING, THE UNDERSIGNED HEREBY ADOPT AND DECLARE EFFECTIVE THE FOLLOWING AMENDMENTS TO THE DECLARATION:**

1. Article II, paragraph 3, is revoked in its entirety and is replaced by the following:

Article II. 3. Unit. "Unit" means a separate interest in a condominium as bounded by the interior surfaces of the walls, floors, ceilings, windows and doors thereof and the interior surfaces of built-in fireplaces as shown and numbered on the Condominium Plat filed herewith, and described herein, together with all fixtures and improvements therein contained. Notwithstanding the foregoing, the following are not part of a Unit: bearing walls, columns, floors, and roofs (except for the interior surface thereof, if a perimeter wall, floor or ceiling), foundations, clothes chutes, shafts, central heating, reservoirs, tanks, pumps and other services used by more than one Unit, pipes, vents, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located, except outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means the point at which such surfaces are located when such windows or doors closed; the physical windows and doors themselves are part of the Common Area as herein defined. "Unit" shall also include the attached and unattached garages which are designated for the exclusive use of an Owner, bounded by the interior surfaces of the walls, floors, ceilings, windows and doors, together with all fixtures and improvements therein contained. (The Owner of a Unit which has an attached or unattached garage shall be responsible for the cost of maintaining the floor of such garage, including the repair and replacement of the concrete). Each Unit also includes the interior of any storage areas which are shown on the Condominium Plat belonging to such Unit, bounded as described herein for the other portions of the Unit.

2. Article III, paragraph 2, Limited Common Area is revoked and is replaced by the following:

Article III. 2. Limited Common Area. "Limited Common Area" shall consist of: balconies, porches, heating equipment located in the crawl space, or under each Unit, carports, sidewalks which provide exclusive benefits to Owners of particular units, small garden plots and shrubbery installed and maintained by Owner and located right next to a specific unit and such other areas indicated on the Condominium Plat as being Limited Common Area. The balcony or balconies and the porch or porches adjoining a Unit, the individual heating equipment, and all other Limited Common Area, as referred to above, shall be used in connection with the associated Unit to the exclusion of the use thereof by the other Owners of the Common Area except by invitation. The cost of maintaining the Limited

Common Area shall be borne by the Unit Owner who has the exclusive use of such improvement, except that the Homeowners Association has the right, but not the obligation, to maintain the Limited Common Area. Notwithstanding the foregoing, the Homeowners Association shall be the party responsible for maintenance and repair of the balconies and porches that are identified on the original plat of Westwood, or if not set forth on the original plat were part of the original construction of the condominium unit; however once the balcony or porch is redesigned or reconstructed by the Owner of a Unit, then the responsibility for future maintenance and repair reverts to the Owner.

3. Article III, paragraph 7, Owner's Right to Common Area is revoked and is replaced by the following:

Article III. 7. Owner's Right to Common Area. Subject to the limitations contained in this Declaration, each owner shall have the nonexclusive right to use and enjoy the General Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by the Owner. The "exclusive use" of the Limited Common Area is subject to the right of the Homeowners Association to maintain and repair if deemed necessary to preserve the value of the condominium project. In the event the Homeowners Association undertakes maintenance and repair of a Limited Common Area for which the Unit Owner was responsible, then the Association shall be entitled to seek reimbursement from the Owner for the cost of the repair.

4. Article VIII, paragraph 2, The Common Area is revoked and is replaced by the following:

Article VIII. 2. The Common Area. The Association, subject to the rights of the Owners set forth in Article III hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair; however, each Owner of a Unit shall keep the Limited Common Area designated for use in connection with his Unit in a clean, sanitary and attractive condition, and shall maintain and repair the heating equipment and water heater servicing his Unit exclusively. The Association shall be responsible for the maintenance and repair of exterior surfaces of buildings and improvements located on the Project, including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, the maintenance and repair of the Common Area, including utility lines, areas for access to any automobile parking structures constituting part of the Project and all other improvements or materials located within or used in connection with the Common Area with the exception of broken or failed windows, doors and garage doors associated with a particular Unit the replacement of which shall be the responsibility of the Owner of such Unit. The Association shall maintain in a proper first class manner all landscaping and natural vegetation constituting part

of the Common Area, including assuring the preservation of good visual continuity between landscaped areas and natural vegetation, except that vegetation and landscaping considered by the Association and the Owner to be Limited Common Area shall be maintained by the Owner. The specifications of duties of the Association with respect to Common Area shall not be construed to limit its duties with respect to the other Common Area, as set forth in the first sentence of this Section. The cost of such management, maintenance and repair by the Association shall be borne as provided in Article III.

The Association shall have the right to grant easements for utility purposes over, upon, across, under or through any portion of the Common Area, and each Owner hereby irrevocably appoints this Association as attorney in fact for such purposes.

5. All other terms and conditions of the Amendment and Restatement of Westwood Condominium Declarations recorded July 12, 1984, and as subsequently amended, shall remain in full force and effect

### CERTIFICATE OF ADOPTION

The undersigned, President and Secretary of WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., hereby certify, upon oath, that the foregoing amendment was duly approved, adopted and ratified as herein above stated.

**WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_

MICHAEL PAUKERT, President

By: \_\_\_\_\_

ROCKY SEELBACH, Secretary

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this 4th day August, 2009, before me, a Notary Public in and for said state, personally appeared MICHAEL PAUKERT, known or identified to me to be the President of Westwood Village Homeowners Association, Inc., the corporation that executed the 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 official seal on the day and year last above written.

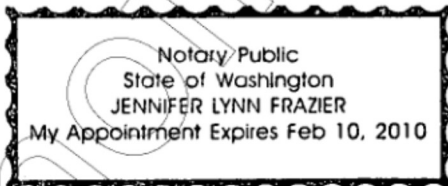


Justin Whittekind  
NOTARY PUBLIC—State of Washington  
Residing at: Spokane  
Commission Expires: 8/27/2011

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this 11 day Aug 2009, before me, a Notary Public in and for said state, personally appeared ROCKY SEELBACH known or identified to me to be the Secretary of Westwood Village Homeowners Association, Inc., the corporation that executed the 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 official seal on the day and year last above written.



Jennifer Lynn Frazier  
NOTARY PUBLIC—State of Washington  
Residing at: Spokane  
Commission Expires: 2.10.2010