

EXHIBIT LIST

SECOND AMENDED AND RESTATED DECLARATION OF WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

Exhibit "A"—Condominium Plat

Exhibit "B"—Legal Description

Exhibit "C"—Eagle

Exhibit "D"—Tyee

Exhibit "E"—Coyote

Exhibit "F"—Eastern

Exhibit "G"—Western

Exhibit "H"—Metaline

Exhibit "I"—Northern

Exhibit "J"—Riverview at Westwood

Exhibit "K"—The Court at Westwood

Exhibit "L"—Articles of Incorporation

Exhibit "M"—Amendment to Articles of Incorporation

Exhibit "N"—Amended Bylaws

Exhibit "O"—First Amendment to Amended Bylaws

Exhibit "P"—Second Amendment to Amended Bylaws

943890

RECORD OF SURVEY

FOR
WESTWOOD VILLAGE CONDO ASSOCIATION
LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 28, TOWNSHIP 57 NORTH, RANGE 2 WEST,
BOISE MERIDIAN, BONNER COUNTY, IDAHO

BASIS OF BEARING

Bearing Datum is Idaho Transverse Mercator GDA, West Zone, MAD 83(2011) (PROJID:2010.0000), Derived from GPS Static observations with Trimble R6 Dual Frequency Receivers. Coordinate Datum line a Combined State Plane and Sea Level Datum. The datum is the North American Datum of 1983 (NAD 83) (PROJID:2010.0000) coordinate datum in order to represent actual ground distances, a CONVERSION ANGLE OF $-0^{\circ}59'51"$ SHOULD BE USED TO CONVERT AND BEARINGS TO GEODETIC.

PURPOSE OF SURVEY

PERFORM RESEARCH AND FIELDWORK FOR A BOUNDARY SURVEY AND FILE A RECORD OF SURVEY.

METHOD OF SURVEY

FIELD SURVEY WORK PERFORMED WITH TRIMBLE R6 GPS SYSTEM AND A TRIMBLE S6 ROBOTIC TOTAL STATION.

LEGEND

SECTION CORNER AS NOTED

- ⊙ SET 5/8" REBAR AND CAP, P.L.S. NO. 5713
- ⊙ FOUND 5/8" REBAR BY P.L.S. 5713
- ⊙ FOUND 5/8" REBAR BY P.L.S. BEZ
- ⊙ FOUND 5/8" REBAR BY P.L.S. 6107
- ⊙ FOUND 3/8" REBAR BY PE 2751 OR AS NOTED
- ⊙ FOUND 1/2" REBAR NO CAP OR AS NOTED
- ⊙ FOUND 1/2" REBAR BY PE 2751
- CALCULATED POINT, NOTHING SET
- — — FENCE LINE
- () RECORD, PLAT OF WESTWOOD VILLAGE SQUARE, BOOK 3 OF PLATS, PG. 150
- () RECORD, PLAT OF WESTWOOD TERRACE, BOOK 4 OF PLATS, PG. 15

SURVEYS OF RECORD

1. ROS BY P.L.S. 5713, INSTRUMENT NO. 831284.
2. NORTHSHORE AS RECORDED IN BOOK 5 OF PLATS, PG. 15, BY P.L.S. 6107.
3. WESTWOOD TERRACE AS RECORDED IN BOOK 4 OF PLATS, PG. 15, BY PE 2751.
4. ROS BY PE 2751, INSTRUMENT NO. 215238.
5. WESTWOOD VILLAGE SQUARE AS RECORDED IN BOOK 3 OF PLATS, PG. 151, BY PE 2751.
6. WESTWOOD VILLAGE SQUARE AS RECORDED IN BOOK 3 OF PLATS, PG. 150, BY PE 2751.
7. BULLFROG SITE AMENDED SURVEY BY PE 2751, INSTRUMENT NO. 215238.

SURVEYOR'S CERTIFICATE

I, LAWRENCE V. CLUNE, P.L.S. 5713, BEING AS NEAR AS I AM ABERY CERTIFY THAT THIS RECORD OF SURVEY HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH CHAPTER 15, TITLE 55 OF THE IDAHO CODE. I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME ON NOVEMBER, 2012.

RECORDER'S CERTIFICATE

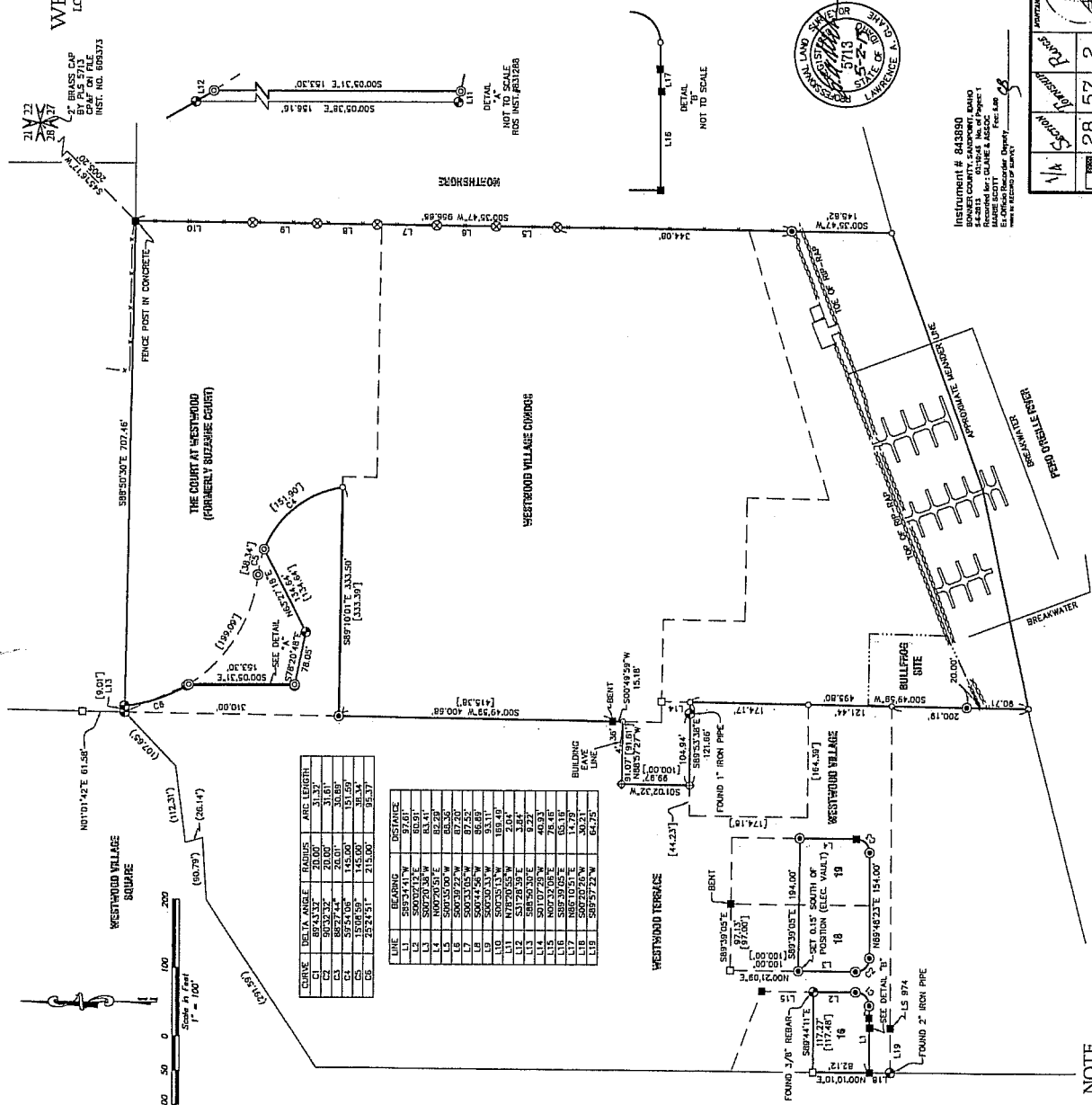
FILED THIS 6 DAY OF MARCH, 2013 AT 3:10 O'CLOCK P.M. AT THE CLERK'S OFFICE AND ASSOCIATES, INC. AS INSTRUMENT NO. 943890.

CLERK OF COUNTY RECORDS
LAWRENCE V. CLUNE
\$ 50.00 FEE

RECORD OF SURVEY FOR WESTWOOD VILLAGE CONDO ASSOC.

CLUNE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
1000 S. GARDEN STREET
BOISE, IDAHO 83726
208-285-4474

Scale: 1" = 100'
Checked By: [Signature]
Drawn By: [Signature]
Date: [Date]



| CURVE | DELTA ANGLE | RADIUS | ARC LENGTH |
|-------|-------------|---------|------------|
| C1 | 89°43'37" | 20.00' | 31.37' |
| C2 | 89°29'24" | 20.00' | 30.81' |
| C3 | 59°24'06" | 145.00' | 151.59' |
| C4 | 15°06'59" | 145.00' | 38.34' |
| C5 | 25°24'51" | 215.00' | 95.37' |

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S89°34'11"W | 87.61' |
| L2 | S89°07'12"E | 65.91' |
| L3 | S89°29'24"E | 82.51' |
| L4 | N00°20'57"W | 82.50' |
| L5 | S00°05'00"W | 88.38' |
| L6 | S00°29'22"W | 87.20' |
| L7 | S00°07'06"E | 86.88' |
| L8 | S00°14'56"W | 86.88' |
| L9 | S00°00'33"W | 93.11' |
| L10 | S00°03'33"W | 89.40' |
| L11 | S00°03'33"E | 3.84' |
| L12 | S31°28'39"E | 9.22' |
| L13 | S89°50'30"E | 14.79' |
| L14 | N89°40'23"E | 14.79' |
| L15 | N02°17'08"W | 76.43' |
| L16 | S89°30'05"E | 65.18' |
| L17 | N66°10'57"E | 14.79' |
| L18 | S89°37'23"W | 64.75' |

NOTE

THIS SURVEY SHOWS AN APPROXIMATION OF OWNERSHIP. WORK ATTEMPTS TO SHOW ALL EASEMENTS OF RECORD ON AN OPEN, NON-PHYSICAL FEATURES AND IMPROVEMENTS OF THE PROPERTY.

WESTWOOD VILLAGE CONDO ASSOCIATION

LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 28, TOWNSHIP 57 NORTH, RANGE 2 WEST,
BOISE MERIDIAN, BONNER COUNTY, IDAHO

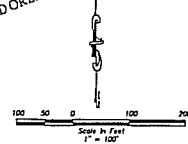
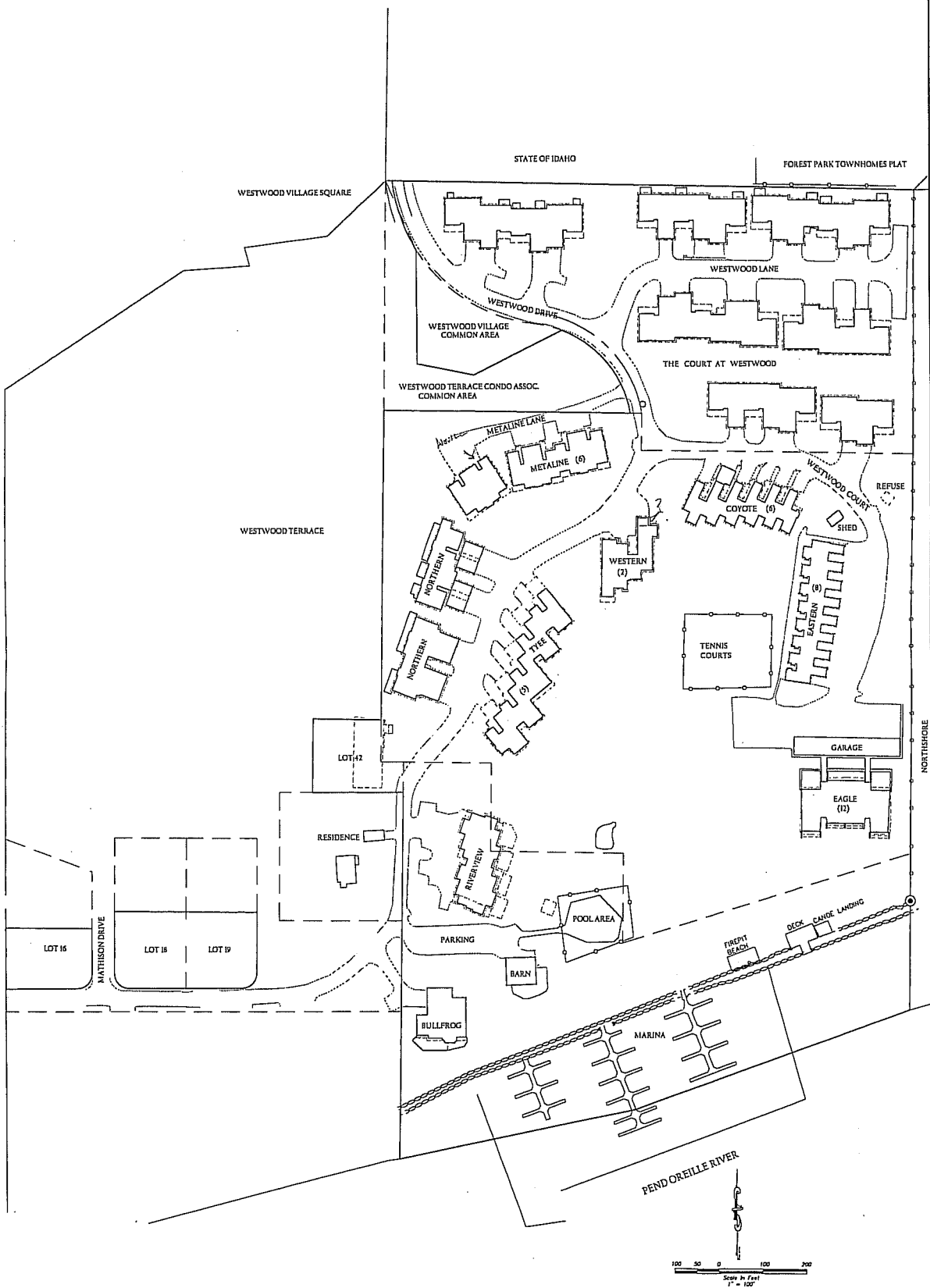


Exhibit A(2)

| | | | | | |
|--|-----|----------|----|-------|---|
| W | 1/4 | Section | 28 | Range | 2 |
| N | 28 | Township | 57 | Range | 2 |
| W | 2 | Range | 2 | Range | 2 |
| PROJECT No. 12-108 WESTWOOD PLAN DATE 1/24/2012 COUNTY Name: 12-108 BCC SURVEY | | | | | |

SITE SURVEY FOR WESTWOOD VILLAGE CONDO ASSOC.

BLANE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 OUPEN STREET
SANDSPRING, IDAHO 83264
208-265-4474

Scale: 1 in. = 100 ft.
Checked By: [Signature] Drawn By: [Signature]
Date: [Date] Sheet: 1 of 1

EXHIBIT "B"

LEGAL DESCRIPTION

WESTWOOD PHASE I

That portion of Government Lot 2 in Section 28, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, described as follows:

Beginning at a point 1785.60 feet South and 1410 feet West of the Northeast corner of said Section; thence South 540.65 feet; thence South 72°14' West 400 feet; thence North 120 feet; thence West 180 feet; thence North 120 feet; thence West 150 feet; thence North 472.70 feet; thence East 348.86 feet; thence South 50 feet; thence East 362.06 feet to the point of beginning.

WATERFRONT PROPERTY

That portion of Government Lot 2 in Section 28, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, described as follows:

Beginning at the Southeast corner of the tract described above as WESTWOOD PHASE I; thence South 235.55 feet, more or less, to the original meander line of Lake Pend Oreille; thence Westerly along said original meander line to a point in a line running South 0°03' East from a point that is 1830 feet South and 2090.7 feet West of the Northeast corner of said Section; thence North 0°03' West to the South line of the hereinabove described land; thence East 120 feet to an inner corner on the Southerly line of said above described land; thence South 120 feet; thence East 180 feet; thence South 120 feet; thence North 72°14' East 400 feet to the point of beginning.

WESTWOOD VILLAGE LOTS

Lots 16, 18, 19 and 42 of WESTWOOD VILLAGE, according to the Plat thereof, recorded in Book 3 of Plats, Page 130, records of Bonner County, Idaho.

THE COURT AT WESTWOOD

A parcel of land located in the Northeast Quarter of Section 28, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, more specifically described as follows:

Beginning at the Northeast corner of said Section 28; thence South $45^{\circ}44'11''$ West, 2005.10 feet to the True Point of Beginning; thence North $88^{\circ}56'54''$ West, 701.91 feet to a point on the West edge of the Westwood Drive right-of-way; thence Southerly and Easterly along a curve of radius 215 feet and concave to the Northeast, 294.28 feet to the beginning of a curve of radius of 145.00 feet and concave to the Southwest; thence Easterly and Southerly along said curve 49.12 feet; thence South $25^{\circ}35'26''$ West, 10.58 feet to the end of an existing culvert; thence along the East edge of an existing pond 137 feet, plus or minus, to a point on the North line of Westwood Phase I which bears South $40^{\circ}29'23''$ West, 126.72 feet from said culvert; thence South $88^{\circ}56'54''$ East, 183.07 feet; thence South $01^{\circ}03'06''$ West, 50.00 feet; thence South $88^{\circ}56'54''$ East, 362.06 feet; thence North $01^{\circ}03'06''$ East, 360.00 feet to the True Point of Beginning, containing 4.53 acres more or less.

COMMON AREA ACQUIRED FROM WESTWOOD TERRACE

A Parcel of land located in the Northwest Quarter of Section 28, Township 57 North, Range 2 West, Boise Meridian, City of Sandpoint, Bonner County, Idaho and more particularly described as follows:

Lot 30, Westwood Terrace Subdivision, according to the plat thereof, recorded in Book 4 of Plats, Page 15, records of Bonner County, Idaho,

LESS the West 2 feet thereof,

For use as Westwood Village Common Area for said Homeowners Association;

AND being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 30, a point on the southerly line of a platted road known as Westwood Drive with a 50 foot wide right-of-way, said point marked by a 5/8" Rebar:

Thence along said southerly right-of-way and along a curve to the left with an arc distance of 3.84 feet, a radius of 215.00 feet, a delta angle of 01°01'24", (the chord of which bears South 31°16'22" East, a distance of 3.85 feet) to a point marked by a 5/8" Rebar and cap stamped "Glahe 5713" to the **TRUE POINT OF BEGINNING**;

Thence leaving said right-of-way line and along a line parallel to the west line of said Lot 30, South 00°06'51" West, a distance of 153.30 feet to a point marked by a 5/8" Rebar and cap stamped "Glahe 5713";

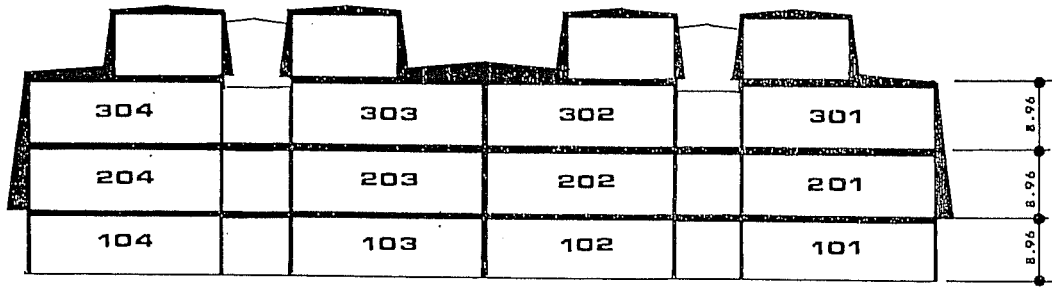
Thence leaving said parallel line, South 78°08'26" East, a distance of 78.05 feet to a point marked by 1/2" Rebar;

Thence North 63°39'40" East, a distance of 134.64 feet to a point on said southerly right-of-way of Westwood Drive, said point marked by a 5/8" Rebar and cap stamped "Glahe 5713";

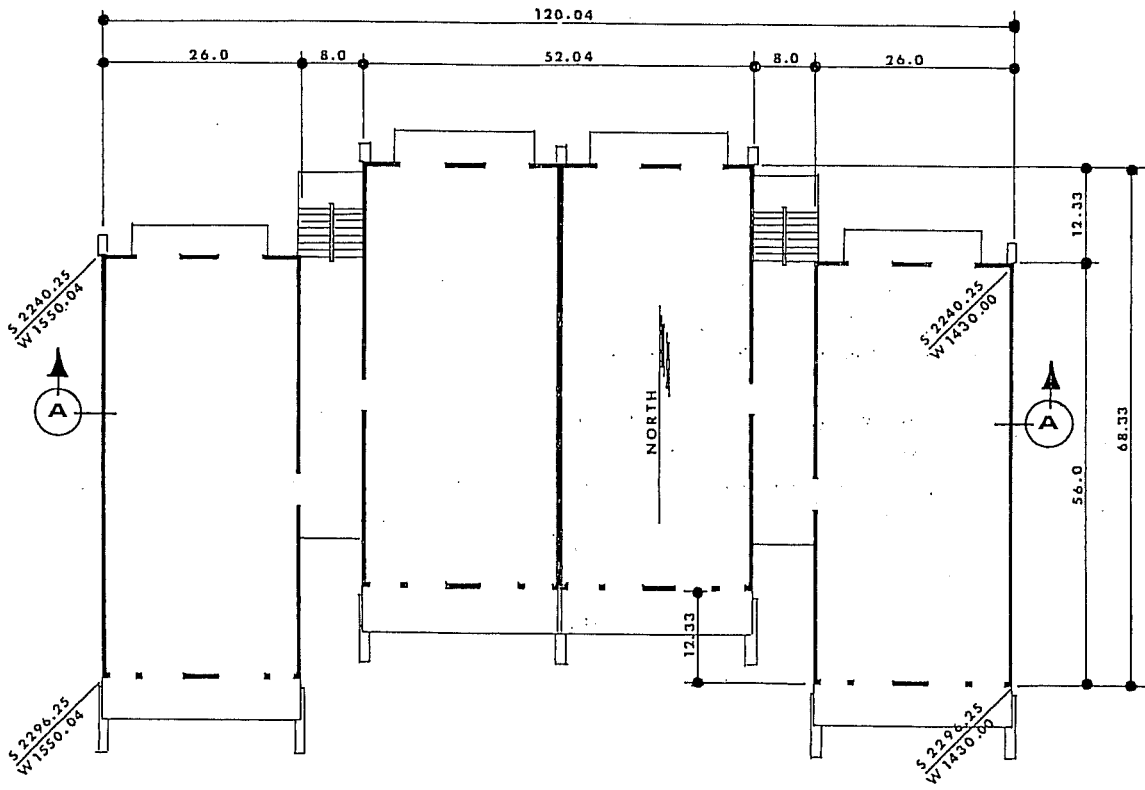
Thence northwesterly along said right-of-way the following two courses:

1. along a curve to the left with an arc distance of 38.34 feet, a radius of 145.00 feet, a delta angle of 15°08'59" (the chord of which bears North 76°14'35" West, a distance of 38.23 feet) to a point marked by a 5/8" Rebar and cap marked "Glahe 5713";
2. along a reverse curve to the right with an arc distance of 195.26 feet, a radius of 215.00 feet, a delta angle of 52°02'06" (the chord of which bears North 57°48'02" West, a distance of 188.62 feet) to the **TRUE POINT OF BEGINNING**.

CONTAINING 14468.6 square feet more or less



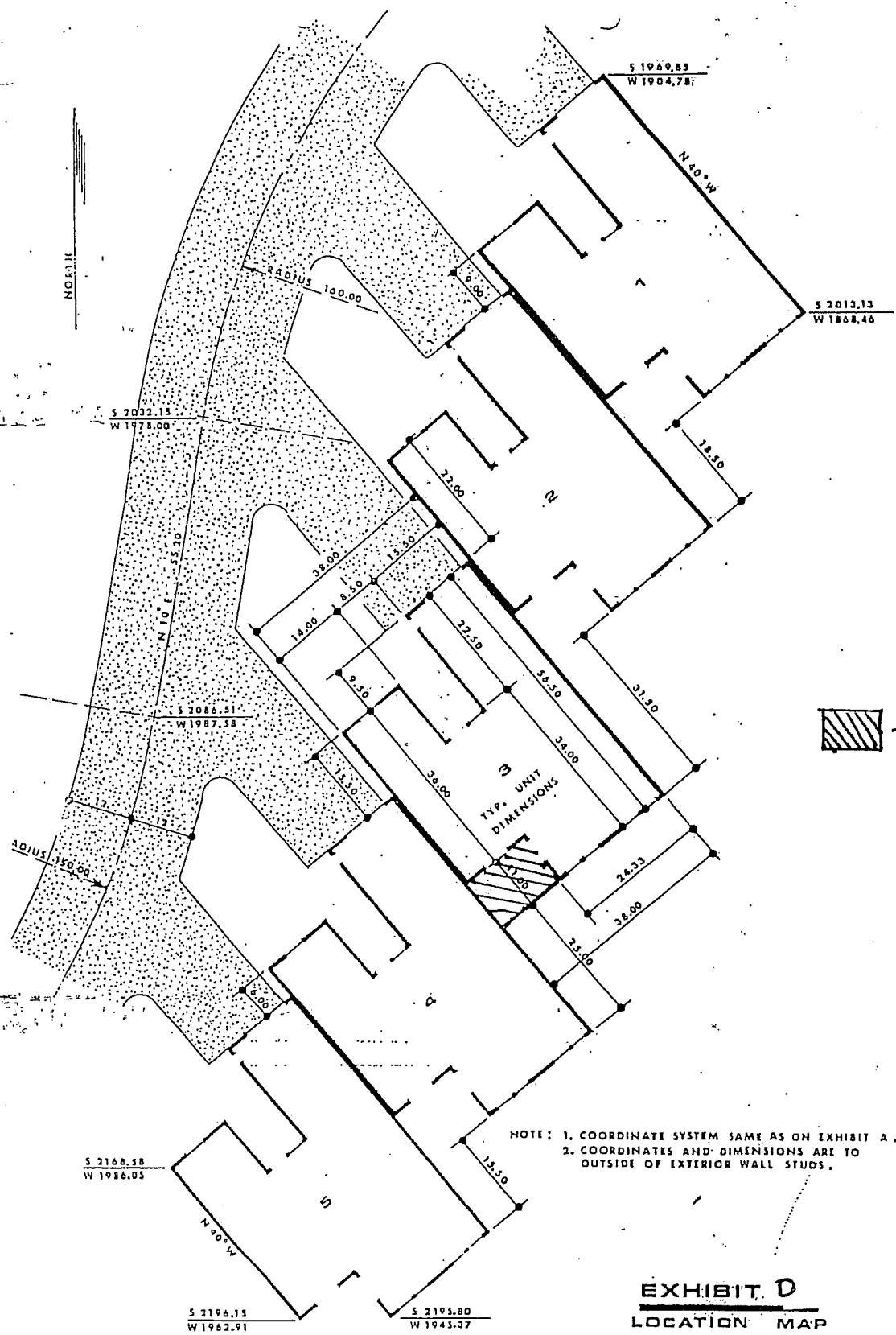
SECTION A




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 C
 LOCATION MAP
 "EAGLE" CLUSTER
 OF
 PEND OREILLE UNITS

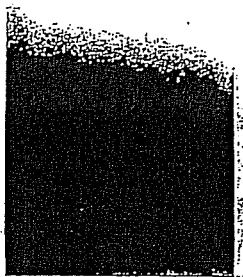


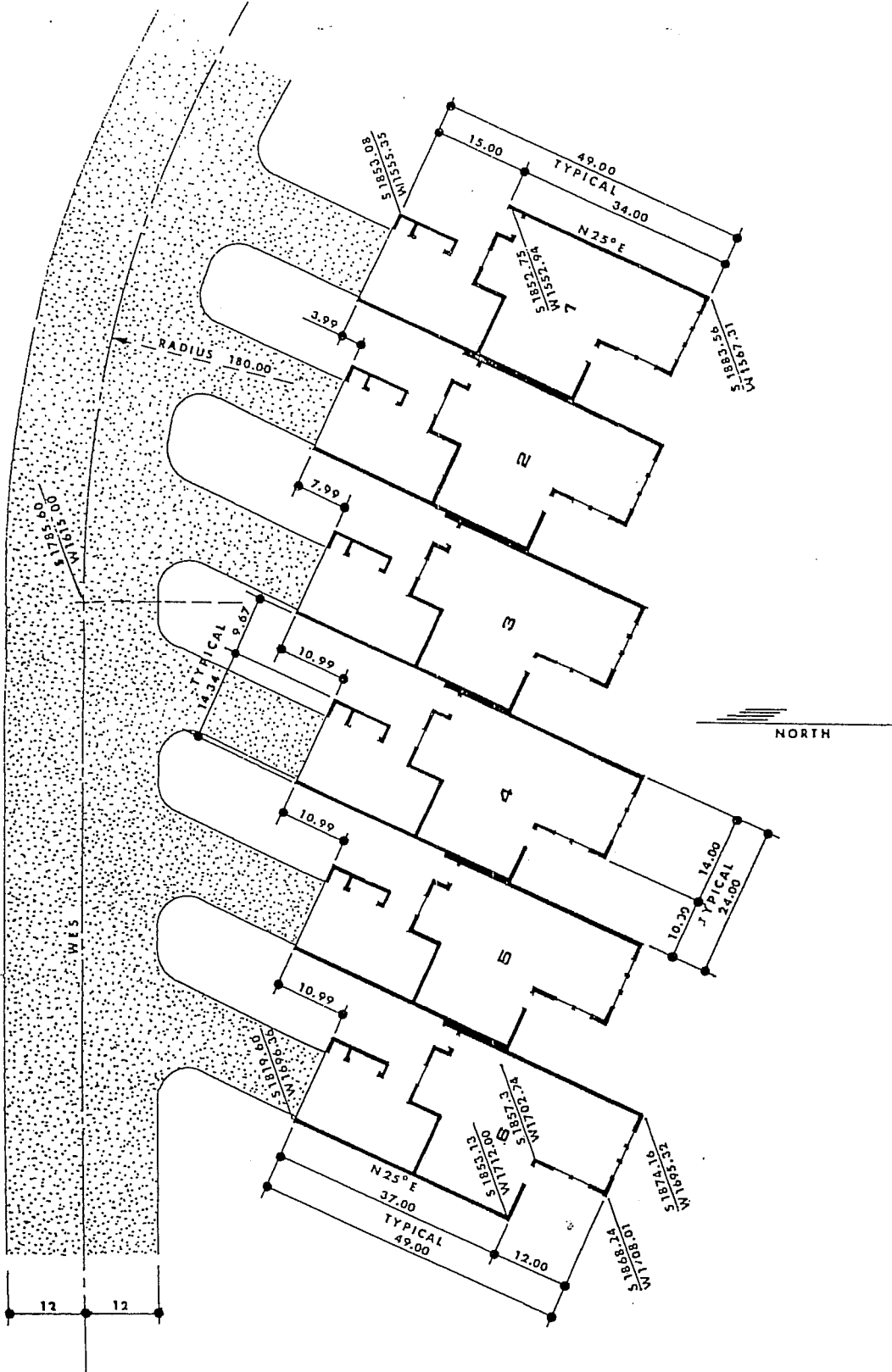
 - Expansion

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

EXHIBIT D
 LOCATION MAP
 "TYEE" CLUSTER
 OF
 BUNDANCE UNITS

Exhibit "D"





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

EXHIBIT E
 LOCATION MAP
 "COYOTE" CLUSTER
 OF
 SCHWEITZER UNITS

Discover A Very Private Community

169 Westwood CONDOMINIUMS, Inc.

BOX 219, SANDPOINT, IDAHO 83864
Phone 208-263-6836



- Lakefront Resort Living
- Snow Removal
- Complete Grounds Maintenance
- Marina and Boat Slips
- Heated Pools
- Tennis Courts
- Reflecting Pools
- Underground Utilities
- Park Like Atmosphere
- 1900' of Lakefront
- Paved Roads

The "EASTERN"

featuring . . .

- Two Floors, Two Bedrooms and Den
- Wall-to-Wall Carpeting
- Drapes
- All Appliances Including Refrigerator, Dishwasher, Washer and Dryer, Garbage Disposal and Air Conditioner
- Fireplace
- Counter Tile
- 2 Baths and Utility Room
- Garage
- Optional Furniture Package
- Electric Heat

RECEIVED
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SHINE, KENNEDY, STILES,
CATHCART & URQUHART

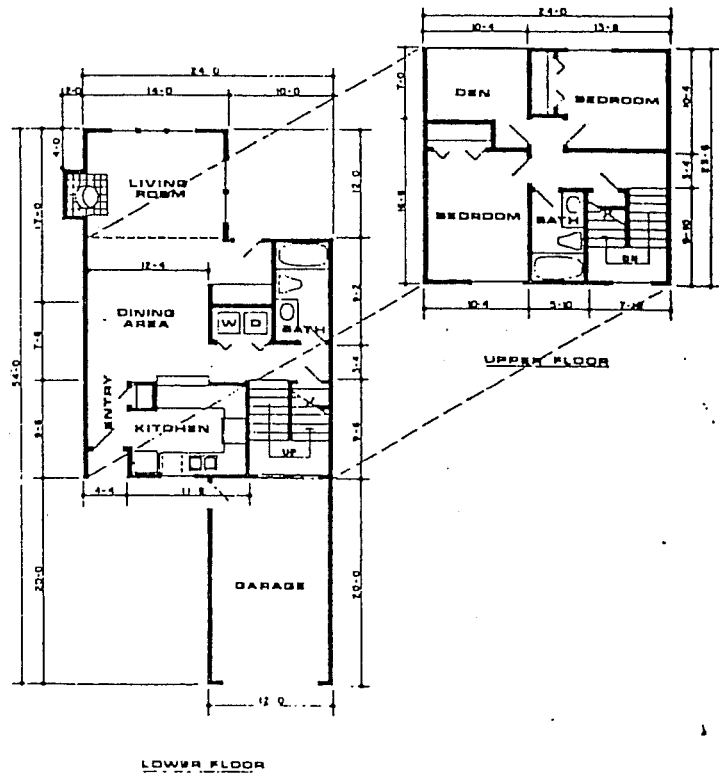
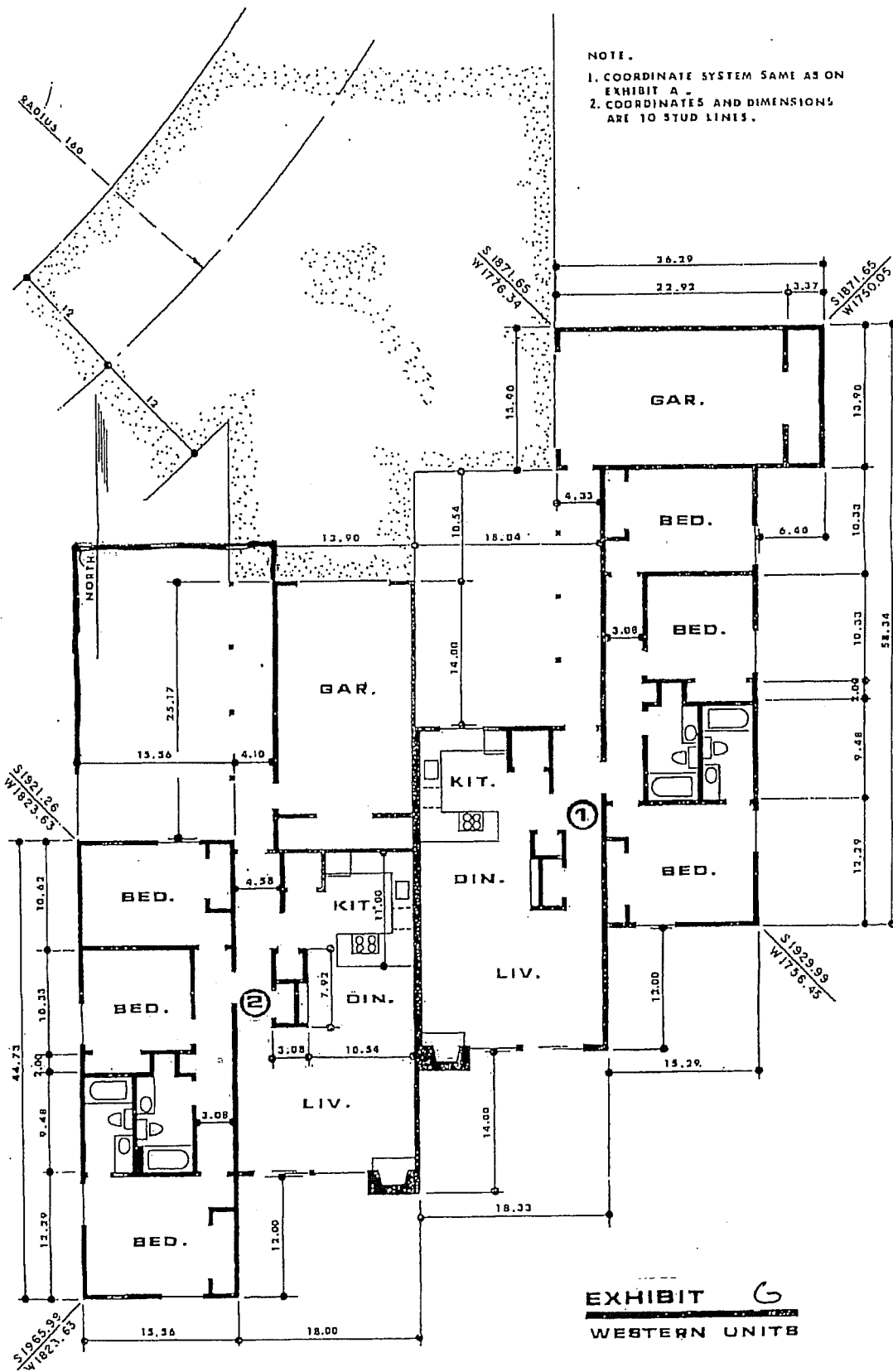


Exhibit "F"



NOTE.
 1. COORDINATE SYSTEM SAME AS ON EXHIBIT A.
 2. COORDINATES AND DIMENSIONS ARE TO STUD LINES.

EXHIBIT 6
WESTERN UNIT

44000

NORTH

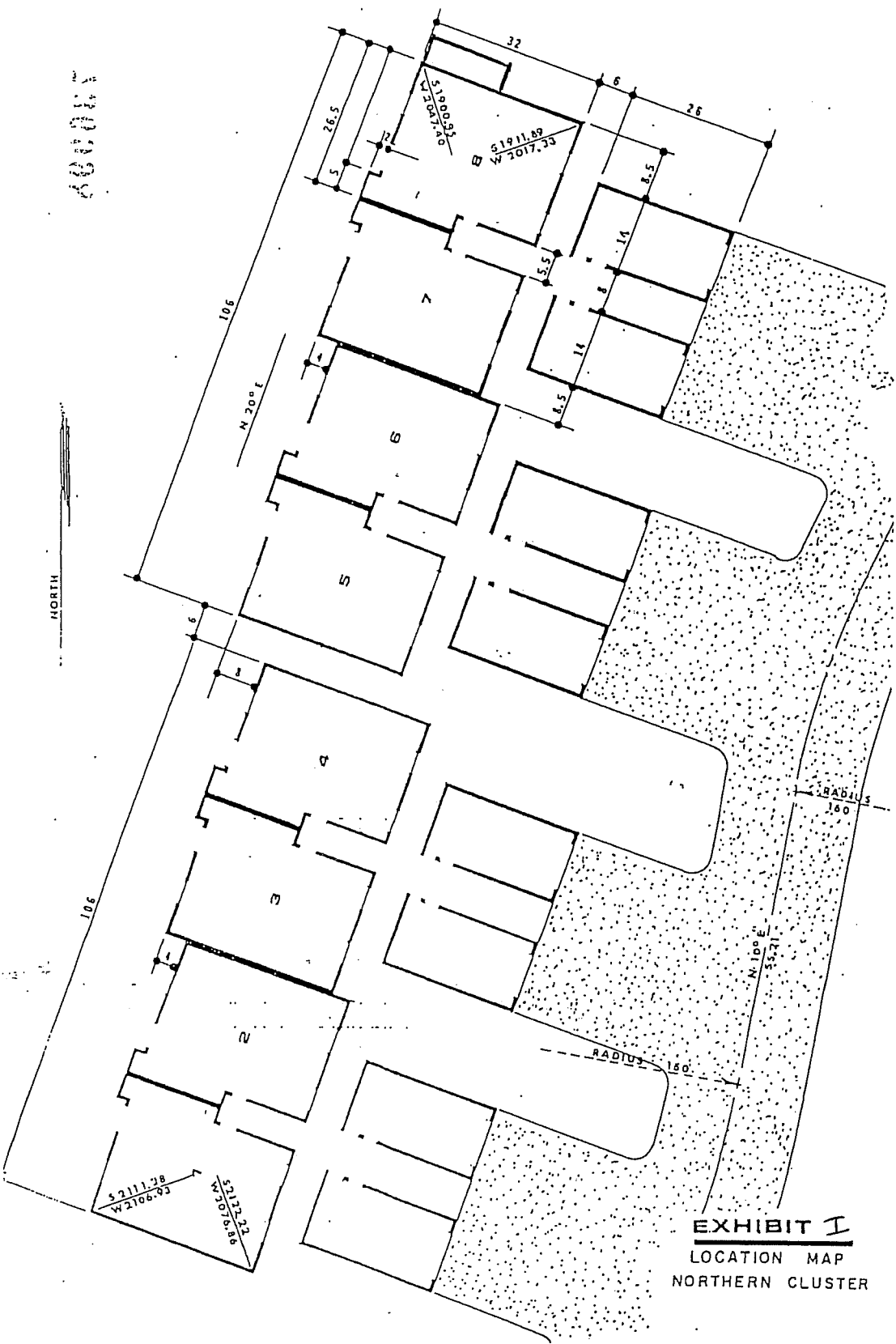
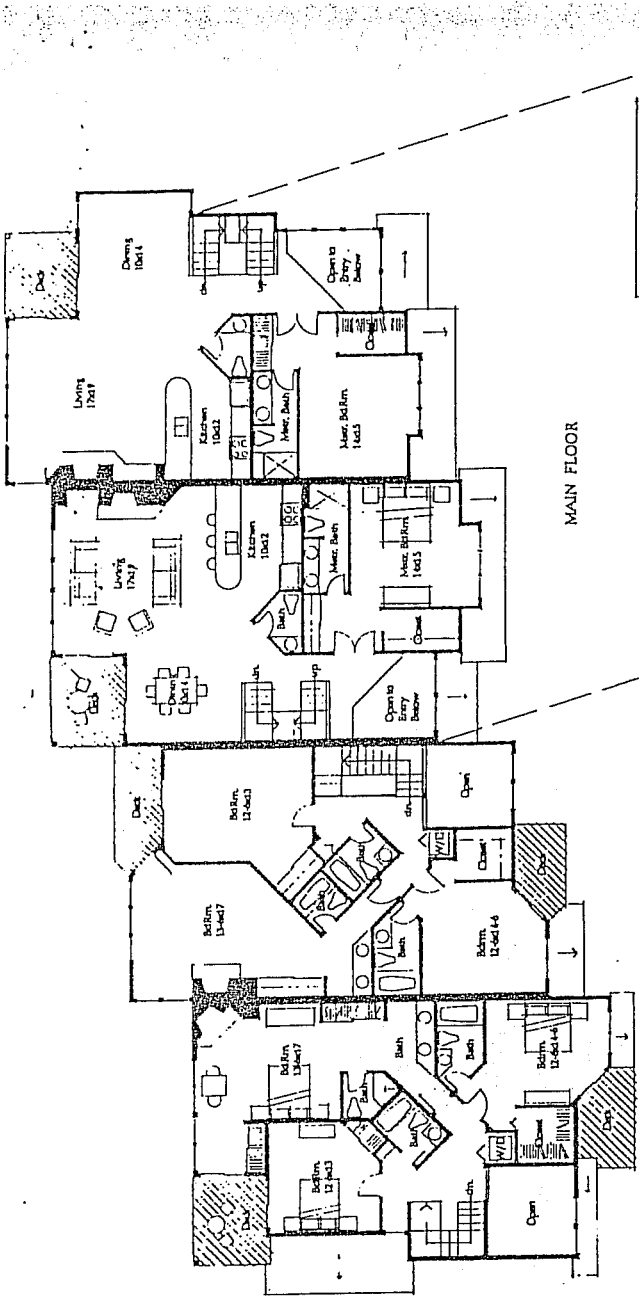
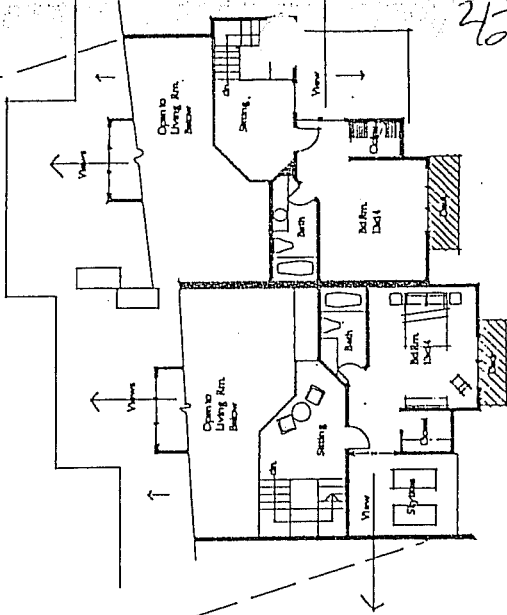


EXHIBIT I
LOCATION MAP
NORTHERN CLUSTER

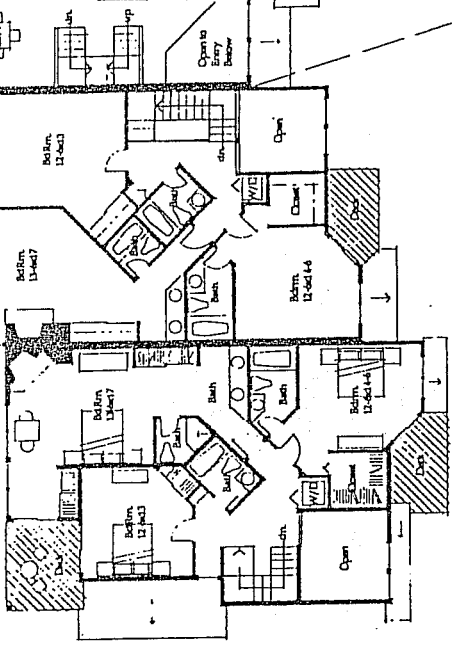
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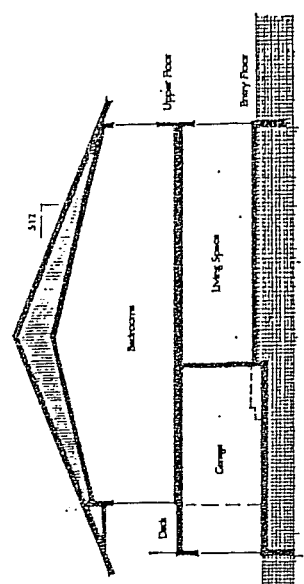
MAIN FLOOR



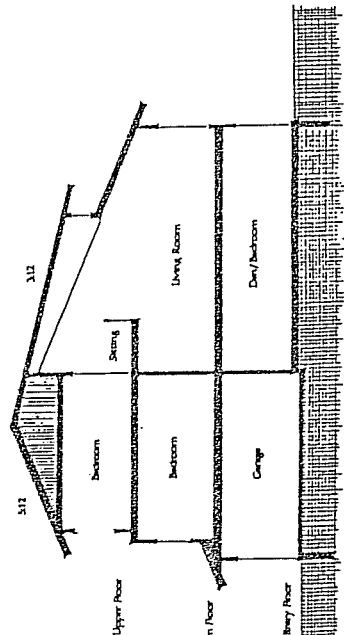
UPPER FLOOR



UPPER FLOOR



SECTION THRU UNITS A+B



SECTION THRU UNITS C+D

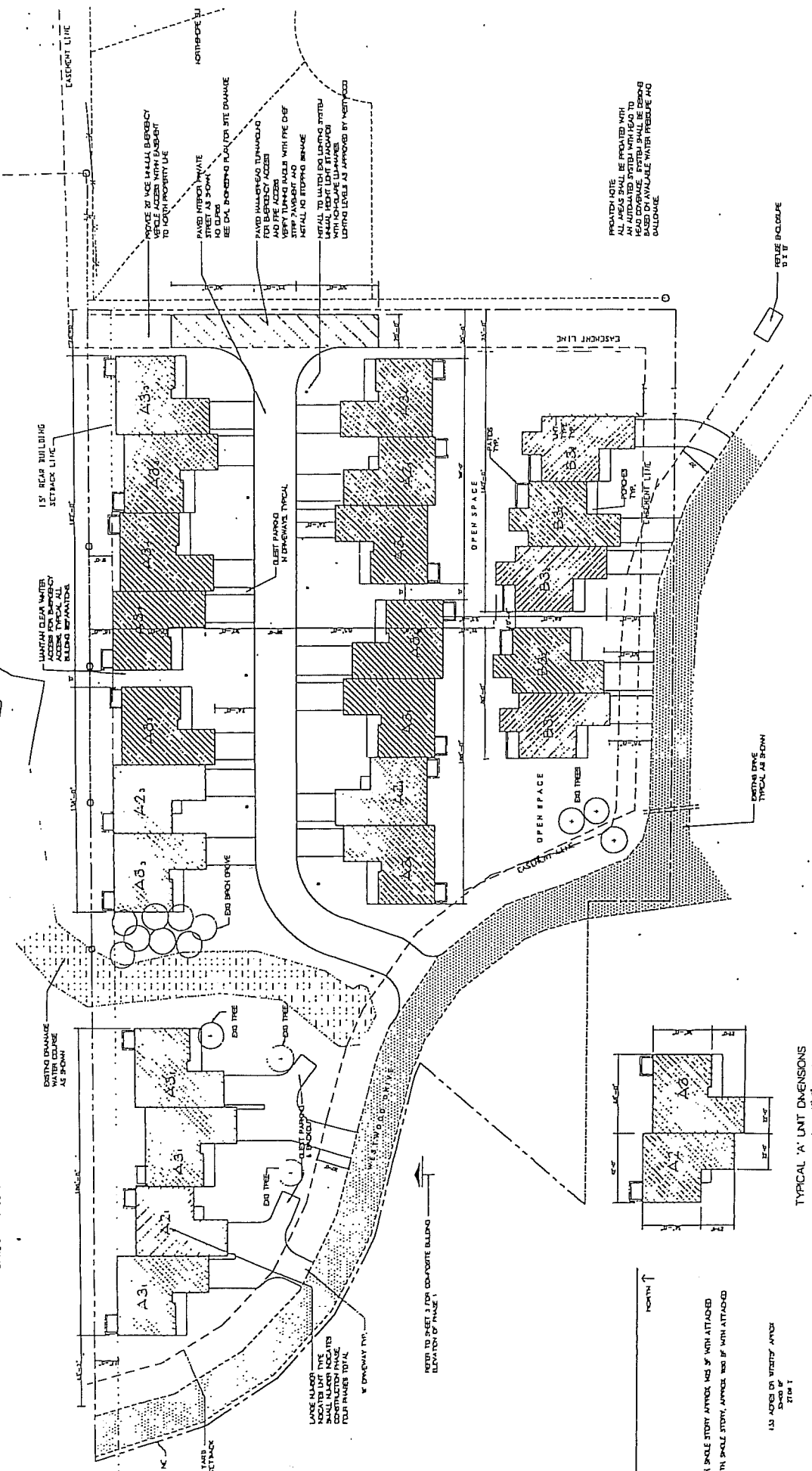
Exhibit "J"

Riverview at Westwood
WESTWOOD VILLAGE
SANDPOINT, IDAHO

Architectural Draft
David Bergman, Architect - Architects
Doree Hale - Landscape Architect
221 Home Park Avenue - SANDPOINT, IDAHO 83853-2811

UPPER FLOOR PLANS / BUILDING SECTIONS





REPLACEMENT NOTE
 ALL AREAS SHALL BE REPAVED WITH AN AUTOMATED STRIPPER WITH HEAD TO BE REMOVED. PAVED DRIVE SHALL BE REPAVED BASED ON AVAILABLE UNIT PRESSURE AND DRAINAGE.

PAVED INTERIOR DRIVE
 REMOVE EXISTING CONCRETE DRIVE AS SHOWN TO NORTH PROPERTY LINE.

PAVED INTERIOR DRIVE
 REMOVE EXISTING CONCRETE DRIVE AS SHOWN TO NORTH PROPERTY LINE.

PAVED INTERIOR DRIVE
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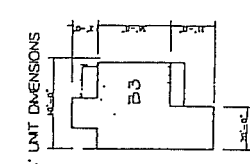
REMOVE EXISTING CONCRETE DRIVE
 REMOVE EXISTING CONCRETE DRIVE AS SHOWN TO NORTH PROPERTY LINE.

REMOVE EXISTING CONCRETE DRIVE
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THE COURT AT WESTWOOD
 113 ACRES ON VICTORY AVENUE
 WESTWOOD DEVELOPMENT CORP.
 771 NORTH FIRST AVE, SUITE 200, DALLAS, TX 75201

WESTWOOD DEVELOPMENT CORP.
 771 NORTH FIRST AVE, SUITE 200, DALLAS, TX 75201

TYPICAL 'A' UNIT DIMENSIONS



TYPICAL 'B' UNIT DIMENSIONS

NOTES:
 1. SEE EXHIBIT K(1) FOR UNIT DIMENSIONS.
 2. SEE EXHIBIT K(2) FOR UNIT DIMENSIONS.
 3. SEE EXHIBIT K(3) FOR UNIT DIMENSIONS.
 4. SEE EXHIBIT K(4) FOR UNIT DIMENSIONS.
 5. SEE EXHIBIT K(5) FOR UNIT DIMENSIONS.
 6. SEE EXHIBIT K(6) FOR UNIT DIMENSIONS.
 7. SEE EXHIBIT K(7) FOR UNIT DIMENSIONS.
 8. SEE EXHIBIT K(8) FOR UNIT DIMENSIONS.
 9. SEE EXHIBIT K(9) FOR UNIT DIMENSIONS.
 10. SEE EXHIBIT K(10) FOR UNIT DIMENSIONS.

Exhibit "K(1)"

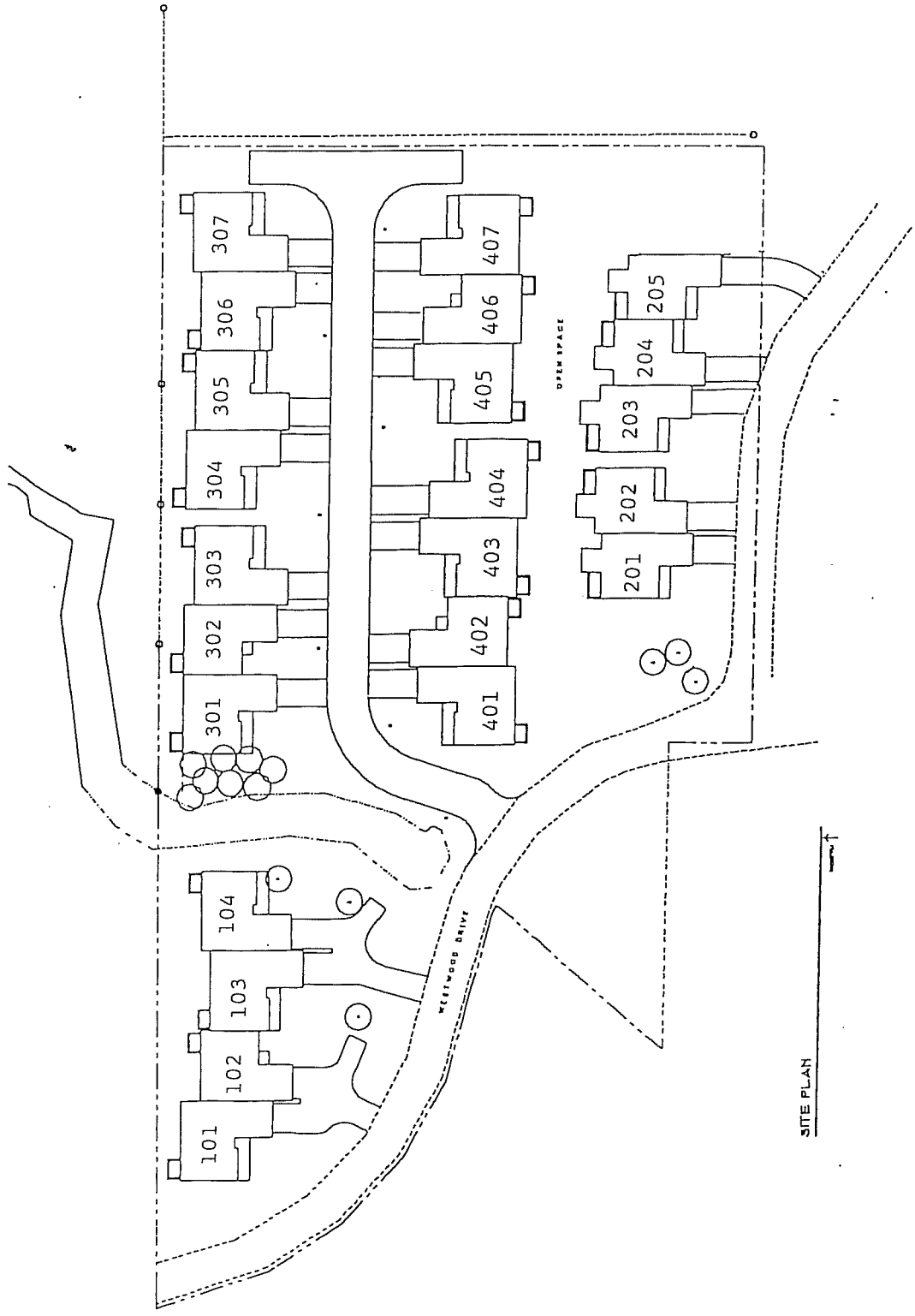
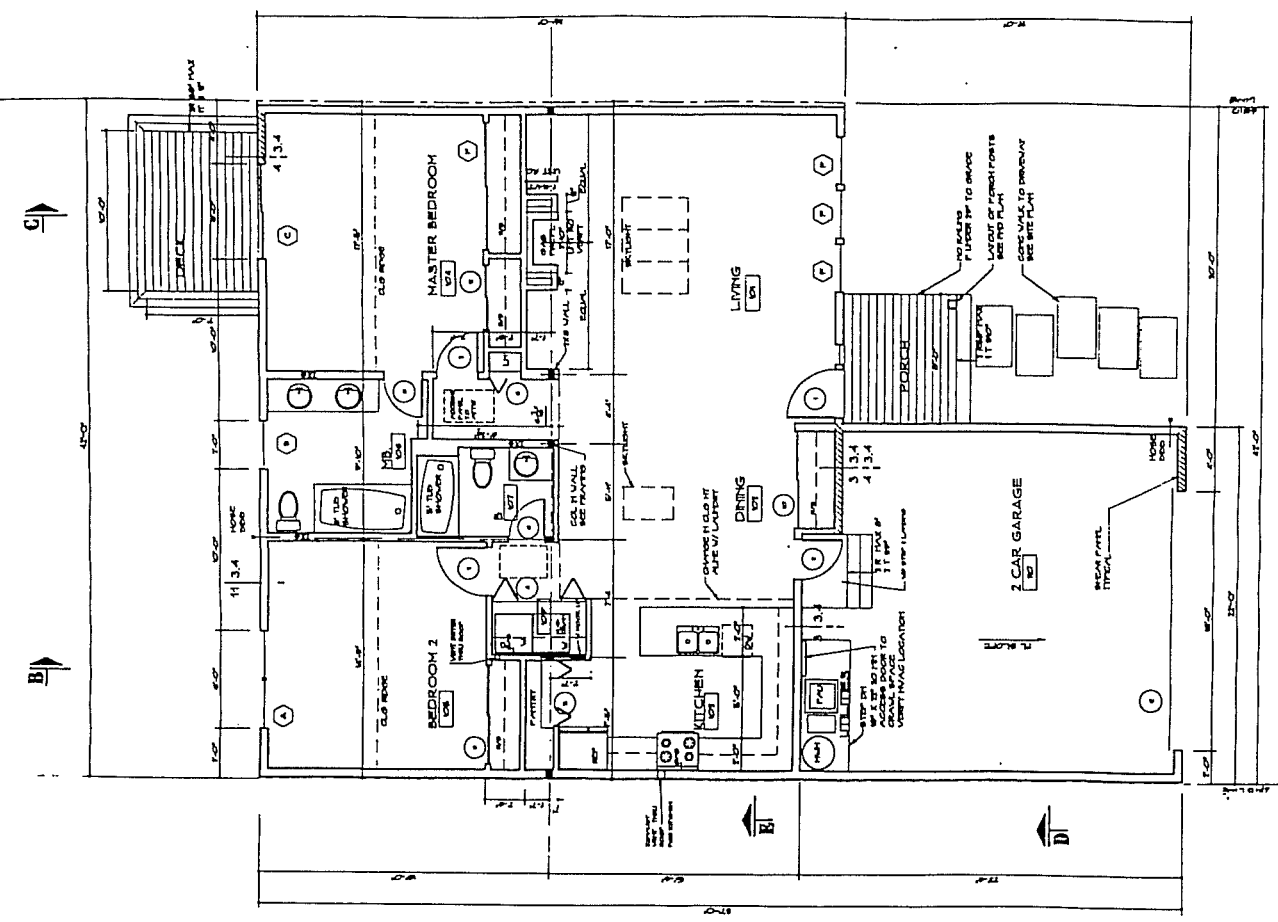
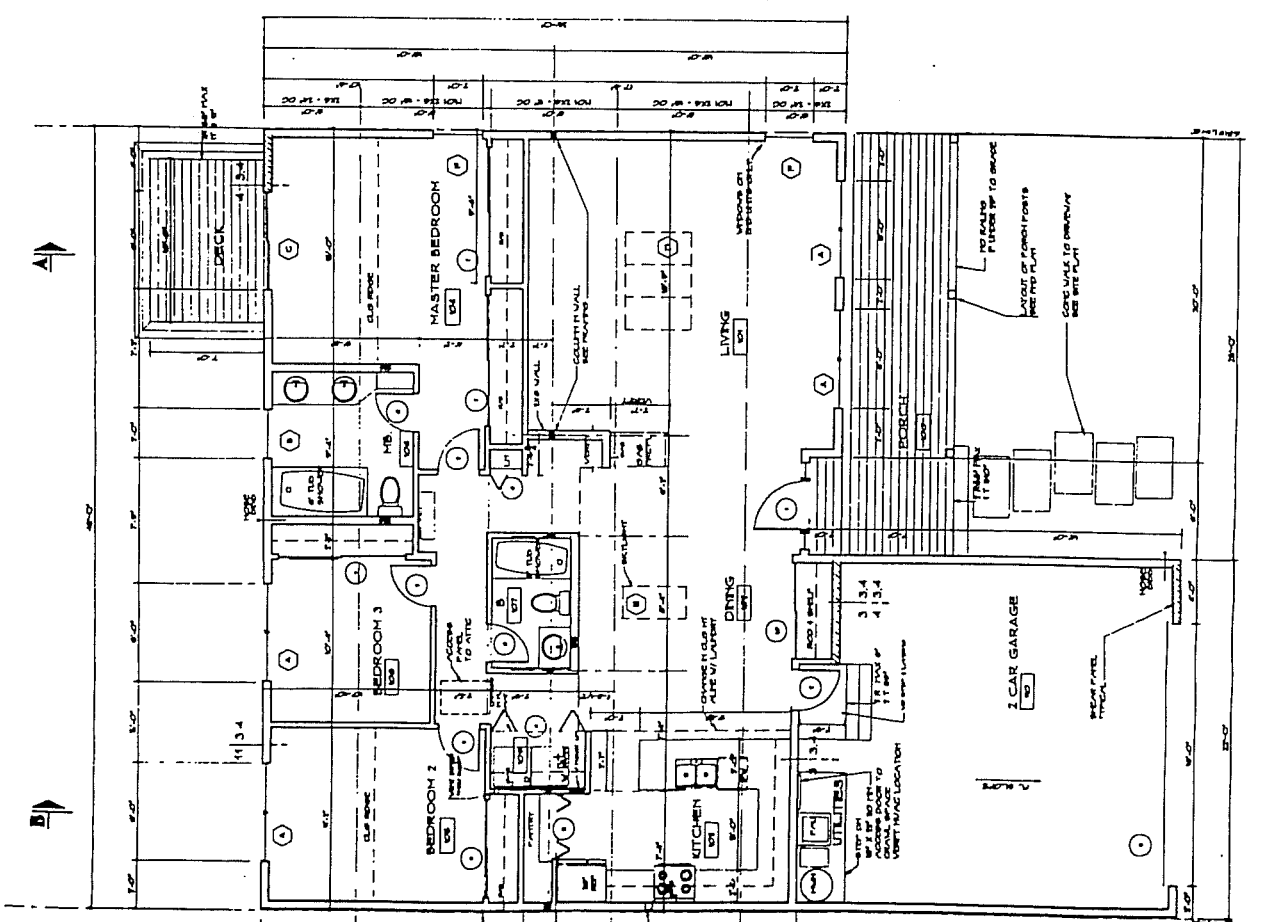


Exhibit "K(2)"



2 BEDROOM PLAN 'A' UNIT
 SCALE 1/8" = 1'-0"
 SEE SHEETS PLUS SURROUND

STANDARD STD. WALL. SEE DETAIL. SEE SHEET 101.
 ST. WALL. SEE DETAIL. SEE SHEET 101.
 ST. WALL. SEE DETAIL. SEE SHEET 101.



3 BEDROOM PLAN 'A' UNIT
 SCALE 1/8" = 1'-0"
 SEE SHEETS PLUS SURROUND

STANDARD STD. WALL. SEE DETAIL. SEE SHEET 101.
 ST. WALL. SEE DETAIL. SEE SHEET 101.
 ST. WALL. SEE DETAIL. SEE SHEET 101.

'79 JAN 31 AM 8 30

SECRETARY OF
STATE

Articles of Incorporation
of

Westwood Village Homeowners Association, Inc.

We, the undersigned persons, do hereby associate ourselves together for the purpose of incorporating a non-profit cooperating association under Chapter 10, Title 30, Idaho Code.

I

NAME

Section 1

The name of this corporation shall be the Westwood Village Homeowners Association, Inc. with its principal place of business at Westwood, Bonner County, Idaho.

II

PURPOSE

Section 1

The purpose of this organization shall be the advancement of the interests of the homeowners of Westwood Condominium, Bonner County, Idaho, including but not necessarily limited to management of the common interests of the association.

Section 2

This organization, in its activities, shall be nonpartizan, nonsectional and nonsectarian. It shall not by resolution or otherwise be committed to the support or endorsement of any candidate for public office. It shall not engage in conduct for the purpose, direct or indirect, of fixing the price, or regulating the production of any article of commerce or of produce of the soil, or for consumption by people.

III

POWERS

Section 1

The coporation may acquire, take by gift, purchase, devise or bequest, real and personal property, for purposes appropriate in the exercise of its power, and may lease, mortgage and dispose of real and personal property including the right to take, hold, and dispose of shares of stock in other corporations.

IV

DURATION

Section 1

The corporations existence shall be perpetual unless dissolved by a vote of the membership or by operation of law.

V

DIRECTORS

Section 1

The government of the corporation shall be invested in a Board of Directors, who shall be members of the corporation, and such officers and committees as their Board of Directors may appoint in conformity with these articles and with the By-laws of this corporation. The Board of Directors shall consist of six (6) members who shall be nominated and elected in the manner prescribed in the By-laws.

Section 2

The officers shall be President, Vice-President, Secretary and Treasurer.

The principal duties of the President shall be to preside at all meetings of the members and the Board of Directors and

to have the general supervision of the affairs of the corporation.

The principal duties of the Vice-President shall be to discharge the duties of the President in the event of absence or disability, for any cause whatsoever, of the President.

The principal duties of the Secretary shall be to countersign all deeds, leases and conveyances executed by the corporation, affix the seal of the corporation thereto and to such other papers as shall be required or directed to be sealed and to keep a record of the proceedings of the corporation and to safely and systematically keep all books, papers, records and documents belonging to the corporation.

The principal duties of the Treasurer shall be to keep an account of all monies, credits, and property of any and every nature of the corporation which shall come into his hands, and to keep an accurate account of all monies received and disbursed and of proper vouchers for monies disbursed, and to render such accounts, statements, and inventories of monies received and disbursed and of money and property on hand, and generally all matters pertaining to his office, as shall be required by the Board of Directors.

Section 3

The annual meeting of the members of the corporation shall be held on the date prescribed in the By-laws, the hour and place to be set by the Board of Directors.

VI

BY-LAWS

Section 1

The membership of the corporation shall adopt By-laws which may be altered, amended or new By-laws adopted by a vote

of the membership at any annual meeting or at any special meeting called for that purpose.

VII

MEMBERSHIP

Section 1

The owner of each unit of the condominium development shall automatically, upon becoming such an owner, be a member of Westwood Village Homeowners Association, Inc. and shall remain a member of said corporation until such time as his ownership ceases for any reason, at which time his membership in said corporation shall automatically.

Section 2

Each owner shall be entitled to one vote per membership and the voting power of each member shall be equal to that of each other member.

VIII

AMENDMENT

Section 1

These articles of incorporation may be amended by a vote of two-thirds (2/3) of the members in good standing in attendance at any given regular meeting, or at any special meeting called for that purpose, provided that such proposed amendment shall be plainly stated in the call for the meeting at which they are to be considered and said notice shall be deposited in the mail, addressed to each member not less than ten (10) day prior to the date set for the meeting.

IX:
LIABILITY

Section 1

The private property of the members of this corporation shall not be liable for the debts of this corporation but shall be wholly exempt therefrom.

XI
INCORPORATORS

Section 1

The name and address of each incorporator is:

Edward L. Wehrle
Director, President
Route 2 Box 187-38
Sandpoint, Idaho 83864

Patrick J. West
Director, Vice-President
W. 910 Comstock Ct.
Spokane, Washington 99203

Stephen Bakke
Director, Secretary
P.O. Box 1248
Sandpoint, Idaho 83864

Sarah Otness
Director, Treasurer
Route 2, Box 187-18
Sandpoint, Idaho 83864

T. A. Cooke, M.D.
Director
700 7th, #503
Spokane, Washington 99204

Donald Wolfe
Director
1208 E. 55th
Spokane, Washington 99203

XII
INITIAL DIRECTORS

Section 1

The incorporators above named shall serve as the initial directors of the corporation.

XIII
OFFICE AND AGENT

Sectinon 1

The registered office of the incorporation shall be at Westwood Village Condominiums, State Highway 200 and U.S. 2, Sandpoint, Idaho.

Section 2

The registered agent upon whom service may be effected on behalf of the corporation shall be Edward L. Wehrle, President or his successor in office.

IN WITNESS WHEREOF, we have made, subscribed and acknowledged these Articles of Incorporation this 27 day of December, 1978.

Edward L. Wehrle
Edward L. Wehrle, President

Patrick J. West
Patrick J. West, Vice-President

Stephen Bakke
Stephen Bakke, Secretary

Sarah V. Otness
Sarah Otness, Treasurer

T. A. Cook
T. A. Cook, M.D.

Donald Wolfe
Donald Wolfe

STATE OF IDAHO)
)
County of Bonner) ss.

On this 22nd day of December, 1978, before me a Notary Public, in and for said State, personally appeared Edward L. Wehrle, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Susan M. Maass
Notary Public-State of Idaho
Residing at: Bozeman

STATE OF WASHINGTON)
)
County of SPOKANE) ss.

On this 18th day of December, 1978, before me a Notary Public, in and for said State, personally appeared Patrick J. West, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Patrick J. West
Notary Public-State of Washington
Residing at: Spokane, Wa.

STATE OF IDAHO)
)
County of Bonner) ss.

On this 15th day of January, 1978, before me a Notary Public, in and for said State, personally appeared Stephen Bakke, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Susan M. Maass
Notary Public-State of Idaho
Residing at: Bozeman

STATE OF IDAHO)
)
County of Bonner) SS.

On this 29th day of December, 1978, before me a Notary Public, in and for said State, personally appeared Sarah Otness, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Jason M. Mead
Notary Public-State of Idaho
Residing at: Shelburne

STATE OF Washington)
)
County of Spokane) SS.

On this 18th day of December, 1978, before me a Notary Public, in and for said State, personally appeared T. A. Cook, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Monte J. Whitwood
Notary Public-State of Washington
Residing at: Spokane, WA

STATE OF Washington)
)
County of Spokane) SS.

On this 29th day of December, 1978, before me a Notary Public, in and for said State, personally appeared Donald Wolfe, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Monte J. Whitwood
Notary Public-State of Washington
Residing at: Spokane, WA

AMENDMENT TO ARTICLES OF INCORPORATION

OF

2006 JUN -5 AM 9:40

WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

SECRETARY OF STATE
STATE OF IDAHO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Articles of Incorporation of WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., were filed with the Secretary of State on January 31, 1979, and were also recorded in the records of Bonner County, Idaho, on August 23, 1985, as Instrument No. 210558; and

WHEREAS, the Articles of Incorporation currently allow for a six member Board of Directors; and

WHEREAS, at the annual meeting of the Homeowners Association held July 5, 2005, two-thirds of the members in attendance at the meeting approved the amendment to the articles to allow for membership on the Board of Directors to be within the range of not less than five members and not greater than ten members; and

WHEREAS, as a result of the affirmative vote, the WESTWOOD VILLAGE HOMEOWNERS' ASSOCIATION, INC.'s Articles of Incorporation shall be amended.

NOW, THEREFORE, THE UNDERSIGNED, HEREBY ADOPT AND DECLARE EFFECTIVE ON THE DATE OF EXECUTION HEREOF, THE FOLLOWING AMENDMENTS TO THE ARTICLES OF INCORPORATION OF WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.:

- 1. Article V--Section 1 is hereby amended in its entirety to read as follows:

Section 1

The government of the corporation shall be invested in a Board of Directors,

AMENDMENT TO ARTICLES OF INCORPORATION
OF WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC. 1-

IDAHO SECRETARY OF STATE
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who shall be members of the corporation, and such officers and committees as their Board of Directors may appoint in conformity with these Articles and with the Bylaws of this corporation. The Board of Directors shall consist of membership comprised of not less than five (5) members, nor more than ten (10) members who shall be nominated and elected in the manner prescribed in the Bylaws, or any amendments thereto.

2. All other terms, conditions and provisions of the Articles of Incorporation filed with the Secretary of State on January 31, 1979, and any subsequent amendments thereto shall remain in full force and effect.

The undersigned as President of Westwood Village Homeowners Association, Inc. hereby certifies, upon oath, that the foregoing amendment to the Articles of Incorporation was duly approved, adopted and ratified as herein above stated.

Executed in duplicate this 5th day of July, 2005.

WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

By: Don L Wolfe, President

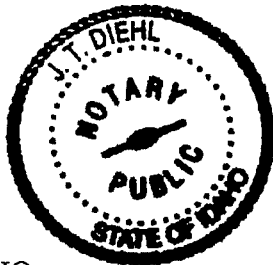
Attested to this 5th day of July, 2005.

By: Jerry Binder, Secretary

STATE OF IDAHO)
) ss.
County of Bonner)

On this 5th day July, 2005, before me, a Notary Public in and for said state, personally appeared Don L. White known or identified to me to be the President of 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.

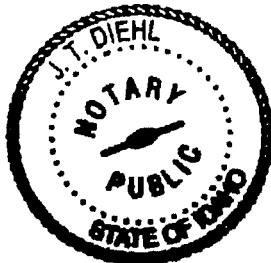


J.T. Diehl
NOTARY PUBLIC—State of Idaho
Residing at: Sandpoint
Commission Expires: 5-28-09

STATE OF IDAHO)
) ss.
County of Bonner)

On this 5th day July, 2005, before me, a Notary Public in and for said state, personally appeared Derry Binder known or identified to me to be the Secretary of 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.



J.T. Diehl
NOTARY PUBLIC—State of Idaho
Residing at: Sandpoint
Commission Expires: 5-28-09

AMENDED BYLAWS

OF

307509

WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

FILED FOR RECORD 8-23-85 AT 4:30 PM, REQUEST OF Roger Hardley
 CLIFFORD D. CHAPIN, BONNER COUNTY RECORDER STATE OF IDAHO # 36 BOOK NO. 122 Misc
By J. Loeble, Dep yes 36 pg 547

ARTICLE I

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Owner Defined. An "owner", as the term is used in these Bylaws, is a natural person, or persons, a corporation or any other entity who or which (1) holds title to a condominium unit as defined in the Declaration of Condominium of Westwood Phase I, together with all addenda and amendments thereto and re-statements thereof or a lot as defined in Paragraph H, Article IV of Addendum No. 3 to the Declaration of Condominium and who has the immediate right of possession or use of such property or (2) does not hold title to the property but has a vendee's interest or other contract interest in said property coupled with the immediate right of possession or use of such property.

Section 2. Voting Rights. Each owner of a condominium unit, located in Westwood Village, formerly known as Westwood Phase I, as said Westwood Village may now or hereafter be constituted pursuant to Declaration of Condominium and Addenda thereto filed with Bonner County, Idaho Recorder, shall be a member of the Westwood Village Homeowners Association and shall be entitled to one vote for each unit owned. When more than one person holds an interest in a condominium unit, the vote shall be exercised as the owners thereof determine, but votes attributable to the unit shall be cast by only one (1) person. Voting rights shall commence with respect to a unit concurrently with the commencement of liability for assessments pursuant to Section 1, Article VI of these Bylaws.

Section 3. Majority. As used in these Bylaws, the term "majority" shall mean more than 50% of the votes cast in accordance with the provisions of this Article.

Section 4. Quorum. Except as otherwise provided in these Bylaws, the presence, in person or by proxy, of a majority of owners entitled to vote as defined in Section 1 of this Article shall constitute a quorum.

Section 5. Proxies. Votes may be cast in person or by proxy executed in writing by an owner or owners or by an owner's attorney in fact. A proxy shall not be valid after 11 months from the date of its execution unless a longer period is expressly stated in it. Each proxy shall be revocable at the pleasure of the member who executed it.

ARTICLE II

ASSOCIATION DUTIES AND AUTHORITY

Section 1. Association Duties. The owners of the units will constitute the Association which shall have the obligation and duty, subject to the Declaration of Condominium of Westwood Phase I, together with all addenda and amendments thereto and restatements thereof, and Article IV Section 10 rules and regulations, to do and perform each and every one of the following for the benefit of the owners and for the maintenance and improvement of Westwood Village:

(a) The Association shall accept the owner of each condominium unit as a member of the Association.

(b) The Association, at the discretion of the Board of Directors, may accept title to any common property that may be conveyed to it by Westwood, Inc., by the owners, or by others, and may, in order to carry out the purposes of these Bylaws, acquire title to personal property.

(c) The Association shall, as appropriate, maintain, repair, replace and landscape the common area.

(d) To the extent not assessed to or paid by the owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the common property.

(e) Unless provided by a municipal, county or other governmental agency, or Westwood, Inc., the Association may contract for, employ or otherwise provide police, refuse disposal and other necessary or desirable services.

(f) The Association shall obtain and maintain in force the following policies of insurance:

(i) A policy or policies of fire insurance, with extended coverage endorsement, including, without limitation, insurance against theft, vandalism and malicious mischief, for the full insurable replacement value of any improvements on the common property, or

such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection, for the benefit of the Association and the condominium unit owners as their interests may appear; and

(ii) A policy or policies insuring against any liability to the public or to the owners, incident to the ownership and use of the common property and any other property or interest owned by the Association, and including the personal liability exposure of the owners with respect to such property. Limits of liability under such insurance shall not be less than \$500,000 for any one person injured, \$1,000,000 for any one accident, and \$100,000 for property damage per occurrence (such limits and coverage to be reviewed by the Board and increased in its discretion). The above policy of liability insurance shall cover as insured the Association, the Board, the owners, and their agents, representatives, members and employees.

(iii) A policy or policies insuring each Director of the Association against liability to the public or to the owners of any lot or unit within Westwood Village arising out of or in connection with any action suit or proceeding to which he may be made a party by reason of his being or having been a director of the Association.

(g) The Association shall approve the annual budget.

Section 2. Powers and Authority. The Association shall have all the powers set forth in this Article, together with its general powers to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of the Articles of Incorporation, the Declaration of Condominium of Westwood Phase I, together with all amendments and addenda thereto and restatements thereof, and any Article IV Section 10 rules and regulations, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(a) The Association shall have the power and authority at any time and from time to time and without liability to any owner for trespass, damage or otherwise, to enter upon any condominium unit for the purpose of maintaining and repairing any unit if for any reason the owner fails to maintain and repair such unit, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon a unit in violation of the Articles of Incorporation, the Declaration of Condominium

of Westwood Phase I, together with all amendments and addenda thereto and restatements thereof, and any Article IV Section 10 rules and regulations. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any owner or owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles of Incorporation, the Declaration of Condominium of Westwood Phase I, together with all amendments and addenda thereto and restatements thereof, and any Article IV Section 10 rules and regulations, or to enforce them by mandatory injunction or otherwise.

(b) In conjunction with such legal proceedings or as a separate remedy, the Association may enter upon the property in question and remove, remedy or abate the violation or threatened violation after first giving proper notice and a reasonable opportunity for the violator to take action himself to comply with the Articles of Incorporation, the Declaration of Condominium of Westwood Phase I, together with all amendments and addenda thereto and restatements thereof, and any Article IV Section 10 rules and regulations, or to show cause why he is not in violation of the same, as set forth below.

(c) Notice as required in this Paragraph (c) shall be in writing and shall be served on the person or entity concerned and shall specify the violation and/or threatened violation, identify the property, demand compliance with the terms and conditions of the Articles of Incorporation, the Declaration of Condominium of Westwood Phase I, together with all amendments and addenda thereto and restatements thereof, and any Article IV Section 10 rules and regulations, and shall state the action which will be taken under this Paragraph if the violation or threatened violation is not abated, remedied or satisfied. If such notice cannot be personally served after a reasonable effort to locate the person or entity to be served, service may be had by posting a copy of such notice at a conspicuous place on the property which is the subject of such violation and mailing a copy of the notice by Certified Mail, Return Receipt Requested, to the last known address and by publication in a newspaper of general circulation in Bonner County, Idaho, once a week for three weeks. *

Such notice must also set forth a time, date and place for a hearing where the owner shall have an opportunity to appear before the hearing officer to respond to the statements as set forth in such notice and to show cause why he is not in violation of the Articles of Incorporation, the Declaration of Condominium of Westwood Phase I, together with all amendments and addenda thereto and restatements thereof, and any Article IV Section 10 rules and regulations. Such

hearing shall be set at least twenty (20) days subsequent to (a) the date of service of notice or (b) the last day of publication, to the owner charged with such violation. Such hearing shall be presided over by an independent hearing officer selected by the Board who shall not be a property owner in the premises and who shall be an attorney at law duly licensed to practice in the State of Idaho. Following such hearing the hearing officer shall rule on whether a violation of the Articles of Incorporation, the Declaration of Condominium of Westwood Phase I, together with all amendments and addenda thereto and restatements thereof, and any Article IV Section 10 rules and regulations has incurred; if a violation is found, the hearing officer shall give the property owner charged with the violation a reasonable period of time within which to remedy such violation, not to exceed ninety (90) days. If not so remedied within the specified time, then the self-help abatement or litigation provision set forth herein may be invoked.

(d) Such self-help or abatement provisions as set forth above shall be in addition to any and all other right or proceedings available at law or in equity and an election of the remedies herein provided shall not operate to exclude other rights, remedies or proceedings.

(e) Actual costs, expenses and reasonable attorney's fees, including fees of the hearing officer, incurred in connection with successfully correcting, remedying, abating, preventing or removing any violation or threatened violation of the Articles of Incorporation, the Declaration of Condominium of Westwood Phase I, together with all amendments and addenda thereto and restatements thereof, and any Article IV Section 10 rules and regulations established either through litigation, entry or self-help following a hearing as provided above, shall constitute a claim by the owners or the Association initiating such action against the owner of the property which is the subject of such violation or threatened violation. If the owner allegedly violating the Articles of Incorporation, the Declaration of Condominium of Westwood Phase I, together with all amendments and addenda thereto, and any Article IV Section 10 rules and regulations, prevails in such an action, he shall be entitled to recover such costs from the persons commencing the action. Such claim shall be enforceable through appropriate court action. The owner or the Association making such claim may file a lien against the subject property in the amount of and for the collection of, the claim by filing a verified statement of the lien with the office of the Clerk and Recorder, Bonner County, Idaho, which shall have the same effect as a mortgage. Such lien statement shall set forth the name of the claimant, a description of the property, the amount of the claim, the date of the claim and a brief statement of the manner in which the costs and expenses constituting the claim were in-

curred. Once filed, the lien shall remain of record as a claim against the property until paid in full or foreclosed in the manner otherwise provided by law for mortgages on real property subject to rights of redemption.

(f) Having fulfilled the requirements a, b, c, d, and e, it shall be the duty of the Board of Directors to cause the removal of any additions, alteration or improvement on common property placed or installed by any persons without the express written authorization of the Design Committee. The Board of Directors shall make a special assessment under Article VI, Section 5 against any persons altering common property in violation of the prohibitions, limitations, prescriptions herein in the amount equal to the cost of the removal of the alteration and the restoration of common property, plus such sum as the Board may determine as liquidated damages to defray administrative expenses. Any assessment so made shall bear interest at the highest legal rate provided by Idaho law for money on account. The Board shall have power to initiate such legal action as may be recommended by counsel to enforce these provisions.

(g) In fulfilling any of its duties under these By-laws, or in exercising any of its rights to construct improvements or other work upon any common property, the Association shall have the following power and authority; provided, however, that any contract for goods or services having a term of more than one (1) year shall provide that it may be terminated by either party at the end of the first year or at any time thereafter upon not less than ninety (90) days written notice:

(i) To contract and pay for, or otherwise provide for, construction, maintenance, repair and landscaping of the common property on such terms and conditions as the Association shall deem appropriate;

(ii) To obtain, maintain and pay for such insurance policies or bonds as the Board of Directors may deem appropriate for the protection or benefit of the Association, the members of the Board of Directors, or the owners;

(iii) To contract and pay for, or otherwise provide for, such utility services including, but without limitation, water, sewer, trash, electrical, telephone and gas services as the Board of Directors may from time to time deem desirable;

(iv) To contract and pay for, or otherwise provide for the services of architects, engineers, attorneys and certified public accountants or such other professional or nonprofessional services and the Board of

Directors may deem desirable;

(v) To contract and pay for, or otherwise provide for, fire, police and such other protection services as the Board of Directors deem desirable for the benefit of the owners or any property located within Westwood Village;

(vi) To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment, services and labor as and to the extent the Board of Directors deem necessary, and to pay and discharge any and all liens placed upon any common property on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration, provided, however, that if any such materials, supplies, furniture, equipment, services and labor are provided for particular condominium units, the cost thereof shall be specially assessed to the owners of such condominium units unless covered by insurance.

(h) The Association shall be required to grant and convey to any third parties easements or rights-of-way in, on, over or under any common property without payment to the Association, when required by Westwood, Inc., for the purposes of the development of Westwood village; provided, however, that such easements or rights-of-way must be exercised in such manner as not to materially interfere with the use to which the Association has devoted such common property. The Board shall have the right to dedicate or convey all or any part of the common property, or any interest therein, to any public entity or agency which agrees, in connection with such dedication or conveyance, to hold the same subject to restrictions upon use; identical to, or more restrictive than, those applicable to the particular common property so conveyed or dedicated while it was owned by the Association.

(i) The Association shall have the right, but shall not be obligated, to pay, compromise or contest any or all taxes and assessments levied against all or any part of the common property.

(j) The Association may charge owners or others reasonable fees for use of any facilities on the common property to help defray the costs of construction, maintenance, repair or operation of such facilities.

ARTICLE III

MEETINGS AND NOTICES

Section 1. Place of Meetings. The meetings of the Association shall be held at Westwood Village, Sandpoint, Idaho, or such other suitable place, convenient to the owners, as may be designated by the Board of Directors.

Section 2. Annual Meetings. The Annual Meeting of the Association shall be held at such time as the Board of Directors shall determine. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Article IV of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

Section 3. 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 owners having at least one-tenth (1/10th) of the votes entitled to be cast at such meeting 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.

Section 4. 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 twenty (20) but not more than thirty (30) days prior to such meeting. The deposit of an envelope containing the name and address of an owner at the address on file with the Association, containing the notice, postage prepaid, with the United States Postal Service, 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 5. 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 scheduled meeting to a time not less than seventy-two (72) hours from the time the original meeting was called, and at such adjourned meeting, provided a quorum is then present, any business that could have been conducted at the original scheduled meeting may be conducted at such adjourned meeting.

Section 6. 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.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Unfinished business.
- (g) New business.

- (h) Presentation and approval of annual budget.
- (i) Election of Board of Directors.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number, Qualifications, and Term of Office. The Association shall be governed by a Board of Directors (herein "Board") of seven (7) persons. The members of the Board shall be elected by the owners of condominium units. The Directors of the Association shall be owners of property within Westwood Village and shall be elected by a majority of such owners. Not more than one individual representing a single unit shall serve on the Board at the same time.

Section 2. Vacancies. Vacancies in the Board 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 3. Removal of Directors. At any regular or special meeting of the Association any one or more of the Directors may be removed with or without cause by a majority of the owners present, and a successor may then and there be elected by a majority of the owners present to fill the vacancy thus created. Provided, however that no action for removal of a director shall be taken until the following conditions are met:

- (a) The meeting notice must specify the proposed action.
- (b) The challenged director must be given the opportunity to be heard at the meeting and prior to any vote.

Section 4. Regular Meetings. Regular meetings of the Board 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. The Board shall have an organizational meeting, for the purpose of election of officers and such other business as may come before the Board, immediately after the adjournment of the annual meeting of the Association. Notice of regular meetings of the Board shall be given to each Director, personally, by mail, telephone or telegraph, at least two (2) days prior to the day named for such meeting.

Section 5. Special Meetings. Special meetings of the Board may be called by the President on two (2) days notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Special meetings of the Board shall be called by the President or Secretary in like manner, and on like notice on the written request of at least two (2) Directors, or at the request of the Community Design Committee.

Section 6. Waiver of Notice. Before or at any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent of having received 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 7. Board Quorum. 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. If, at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the scheduled meeting from time to time. At any such adjourned meeting, if a quorum is then present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 8. Powers and Duties. The Board 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 Bylaws directed to be exercised and done by the owners.

Section 9. Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board shall be responsible for the following:

(a) Care, upkeep and surveillance of the project and the common areas and facilities and the limited 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 limited common areas.

Section 10. Rules and Regulations. The Board may at any time and from time to time adopt such reasonable rules and regulations as it may deem necessary pertaining to operation and use of the common areas. Such rules and regulations may be amended from time to time by the Board, provided however, that upon request by twenty-five percent (25%) of the unit owners the Secretary shall call a special meeting of the Association for the purpose of discussing, ratifying or amending such rules and regulations.

Section 11. Management Agent. The Board may employ the services of a manager to manage the affairs of the Association; provided, however, that no such employment shall be by contract having a term of more than one (1) year. The Board may delegate to the manager any of its duties hereunder; provided, however, the Board cannot delegate to such manager the power to execute any contract binding on the Association for a sum in excess of \$1,000 or such other limit imposed by the Board from time to time; nor for the performance of any work or services, which work or services are not to be completed within one hundred twenty (120) days; nor the power to sell, convey, mortgage or encumber any common property.

Section 12. Fidelity Bonds. The Board 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 13. Payment of Vouchers. At quarterly or such other convenient intervals as the Board may determine, the Board 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 ensuing quarter or other convenient interval 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 such claim is made has been furnished.

Section 14. 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 Association.

Section 15. Miscellaneous. The Board 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 areas.

ARTICLE V

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. The Board 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 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, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, 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. 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 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 5. 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 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.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board 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 monies 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.

ARTICLE VI

ASSESSMENTS

Section 1. Responsibility. Each owner of any condominium unit or lot shall be deemed to covenant and agree to pay his proportionate share of assessments commencing as follows:

(a) When Westwood, Inc., or its successor, is the first owner of any condominium unit, the first day of the fifth (5th) month after completion of the unit.

(b) When the Owner of any condominium unit is not Westwood, Inc., the first day of the month following the closing of a sale of such unit if assessments are not otherwise

already in force, whether or not it shall be so expressed in any contract, deed, or any other conveyance, and if already in force, assessments shall continue unabated by a sale.

Each owner of any lot, as defined in Paragraph H. Article IV of Addendum No. 3 to the Declaration of Condominium, other than Declarant, shall be deemed to covenant and agree to pay assessments amounting to fifty percent (50%) of the proportionate share of assessments imposed on an owner of a condominium unit commencing on the date the sale of his lot is closed.

Section 2. Assessments shall be fixed, allocated and collected from time to time as provided herein.

Section 3. General Assessment. At least thirty (30) days prior to the commencement of each fiscal year, the Board shall prepare a budget for operation of the common property in accordance with generally accepted accounting practices. Such budget shall include the estimated costs for the care, upkeep, insurance, surveillance, repair and replacement of the common areas for such fiscal year, the estimated receipts for such fiscal year from such persons as may utilize the common areas and a reserve fund in an amount deemed adequate by the Board. The excess of the estimated costs plus the amount of the reserve fund less the estimated receipts, other than assessments, shall be allocated equally among the owners who are obligated to pay assessments under Section 1 of this Article. If the owner of property shall be obligated to pay for only a portion of a year, pursuant to Section 1 of this Article, assessments shall be prorated from the commencement date of the assessments for that unit. Each owner shall pay assessments so levied against his condominium unit to the Association in equal quarterly or monthly installments or in such other reasonable manner as the Board shall designate. A copy of the estimated budget shall, within ten (10) 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 twenty-five percent (25%) or more of the owners petition the Secretary for a hearing on such budget within twenty (20) days from the date of the mailing of such estimated budget, the Secretary shall, notwithstanding any provision herein to the contrary, call within ten (10) 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 (10) 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 4. Purpose. The assessments levied by the Association shall be used exclusively for the purposes provided for in these Bylaws. Each owner of a lot in Westwood Village shall be equally liable for real property taxes or assessments assessed against the common property of Westwood Village in an amount equal to fifty per-

cent (50%) of the liability of each owner of a unit commencing on the date of the sale of the lot was closed.

Section 5. Special Assessments. In addition to the assessment authorized above, the Board shall also levy an assessment against any owner for monies expended by the Association in performing its functions under the Articles of Incorporation, the Declaration of Condominium of Westwood Phase I, together with all amendments and addenda thereto and restatements thereof, and any Article IV Section 10 rules and regulations, which functions were directly or indirectly caused by such owner's act or failure or refusal to act or otherwise comply with the Articles of Incorporation, the Declaration of Condominium of Westwood Phase I, together with all amendments and addenda thereto and restatements thereof, and any Article IV Section 10 rules and regulations. Such assessment shall be in the amount so expended and shall be due and payable to the Association when levied. Monies so expended shall include without limitation, reasonable engineers', architects', attorneys' and accountants' fees incurred by the Association.

Section 6. Lien and Default. Each assessment under this Article shall be a separate, distinct and personal debt and obligation of the owner against whom it is assessed, and each owner by acceptance of or entry into, a purchase and sale agreement or deed, or other transfer, including by operation of law, whether or not it shall be so expressed in any such purchase and sale agreement, deed, or other transfer, shall be deemed to covenant and agree to pay the same to the Association, provided that no mortgagee, or any officer, director or trustee thereof, shall be personally obligated to pay any assessment although the assessment will be a charge against the condominium unit subject to the assessment as provided hereafter. If the owner does not pay such assessment or any installment thereof when due, the owner shall be deemed in default and the amount of the assessment not paid, together with the amount of any subsequent default, plus interest at the statutory rate for money on account, and costs, including reasonable attorneys' fees, shall be and become a lien upon the property of such owner upon filing by the Association of a notice of default in the Office of the Bonner County Recorder. Such lien shall be subject to and subordinate to the lien of certain mortgages as more particularly set out in Section 9 of this Article, and to the lien of any water or sewer assessments. Association liens may be foreclosed through suit in like manner as a mortgage of real property, and the Association shall have power to bid on the condominium unit at foreclosure sale and to acquire and hold, lease, mortgage or convey the same. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation.

Section 7. Exemption. The common property shall be exempt from assessment pursuant to the provisions of this Article.

Section 8. Estoppel Certificate. When requested by an owner, the Association shall execute a certificate stating the indebtedness secured by lien upon the property of the owner, and such certificate shall be conclusive upon the Association and the owners in favor of all persons who rely thereon in good faith as to the amount of such indebtedness as of the date of the certificate. The Association shall be entitled to a reasonable fee as a condition to issuing the certificate.

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Section 9. Mortgagee Protection. Notwithstanding all other provisions of this Article:

(a) The lien which may be created hereunder upon any condominium unit shall be subject and subordinate to the indebtedness secured by any recorded first mortgage (meaning a mortgage or deed of trust with first priority over other mortgages and deeds of trust) upon such interest which is made in good faith and for value and to any recorded purchase money mortgage; provided, however, that after the foreclosure of any such mortgage a lien may be created pursuant to Section 6 of this Article on the interest of the purchaser at such foreclosure sale to secure all assessments, assessed hereunder to such purchaser as an owner, after the date of such foreclosure sale;

(b) No amendment to this Article shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof;

(c) By subordination agreement authorized by the Board, the benefits of (a) and (b) above may be extended to mortgages not otherwise entitled thereto.

ARTICLE VII

OBLIGATIONS OF OWNERS

Section 1. Assessments. All owners are obligated to pay at intervals adopted by the Board, assessments imposed by the Association to meet all project communal expenses as provided in Article VI of these Bylaws.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within or upon his own unit (as such unit is defined in the Declaration or Addenda) which, if omitted, would affect the project in its entirety or, in a part, belonging to other owners. Where the exterior of a structure is part of a unit, painting or alteration shall be sub-

ject to Design Committee approval. Every owner shall be 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 owner 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 the intentional, negligent, recklessness, or careless act of the owner or the owner's guest.

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 unless such owner complies with the procedures established in the Declaration and Addenda thereto.

Section 4. Right of Entry.

(a) An owner shall be deemed to grant the right of entry to the management agent or to any other person authorized by the Board 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. All owners and residents shall comply with (a) all Rules and Regulations which the Board may adopt pursuant to Section 10, Article IV of these Bylaws, (b) all Land Use Restrictions set forth in the Declaration and all Addenda thereto, and (c) all rules promulgated by the Community Design Committee.

ARTICLE VIII
AMENDMENTS TO BYLAWS

Section 1. Bylaws. These Bylaws may be amended by the Association in a meeting called for such purpose and no amendment shall take effect unless approved by more than fifty percent (50%) of the owners entitled to vote as set forth in Article I, Section 1 of these Bylaws.

ARTICLE IX
MORTGAGEES

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 in the event there is no Management Agent, of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees 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 X
COMPLIANCE

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

ARTICLE XI
PREVIOUS BYLAWS REPEALED

All Bylaws heretofore adopted are hereby repealed.

CERTIFICATION OF ADOPTION

The undersigned President and Secretary certify that the fore-going Bylaws were duly adopted on the 3rd day of September, 1983 at a meeting of the members of the association called for that purpose.

James R. Willis
President

Joyce Rulon
Secretary

SUBSCRIBED AND SWORN TO before me this 3rd day of September, 1983.

[Signature]
Notary Public - State of Idaho
Residing at: Sandford



705984

FIRST AMENDMENT TO AMENDED BYLAWS

OF

WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

FILED BY
JT Diehl
2006 JUN 13 A 10:33
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MARIE SCOTT
BONNER COUNTY RECORDER
LH DEPUTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Amended Bylaws of Westwood Village Homeowners Association, Inc. were adopted on September 3, 1983, and recorded on August 23, 1985, as Instrument No. 307509, records of Bonner County, Idaho; and

WHEREAS, the current Board of Directors of Westwood Village Homeowners Association desire to amend the Bylaws to allow for three-year staggered terms of the Board of Directors; and

WHEREAS, at the annual meeting of the homeowners' association held July 5th, 2005, Owners representing an excess of fifty (50%) percent of the votes cast at the meeting approved the amendment to the Bylaws to allow for three-year staggered terms; and

WHEREAS, as result of the affirmative vote of the unit owners, the Westwood Village Homeowners Association Bylaws shall be amended;

NOW, THEREFORE, THE UNDERSIGNED, HEREBY ADOPT AND DECLARE EFFECTIVE ON THE DATE OF EXECUTION HEREOF, THE FOLLOWING AMENDMENTS TO THE AMENDED BYLAWS OF WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.:

1. Article IV–Section 1 is hereby amended in its entirety to read as follows:

Section 1. Number, Qualifications and Term of Office. The Association shall be governed by a Board of Directors (herein "Board") of seven (7) persons who shall be elected by the owners of the condominium units. The Directors of the Association shall be owners of property within Westwood Village and shall be elected by a majority of such owners. Not more than one individual representing a single unit shall serve on the Board at the same time. The Directors shall hold office for a term of three years. At the annual meeting held for the adoption of these

Bylaws, there shall be an election for seven directors of the corporation, two of whom shall be elected for a term of one year; two for a term of two years; and three for a term of three years. At each annual meeting thereafter, a number of directors equal to that of those whose terms have expired shall be elected for a term of three years. At the expiration of any term of three years, any director may be re-elected.

2. All other terms, conditions and provisions of the Amended Bylaws of Westwood Village Homeowners Association, Inc. recorded August 23, 1985, shall remain in full force and effect.

CERTIFICATE OF ADOPTION

The undersigned President of Westwood Village Homeowners Association, Inc., hereby certifies, upon oath that the foregoing Amendment was duly approved, adopted and ratified as herein above stated.

DATED this 5th day of July, 2005.

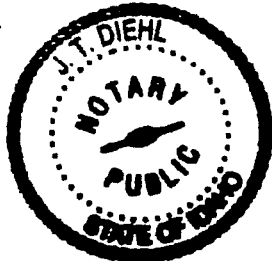
WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

By: Don L. Wolfe Pres.
Don L. Wolfe, President

STATE OF IDAHO)
) ss.
County of Bonner)

On this 5th day of July, 2005, before me, a Notary Public in and for said state, personally appeared Don L. Wolfe 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.



J.T. Diehl
NOTARY PUBLIC—State of Idaho
Residing at: Sandpoint
Commission Expires: 5-28-09

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FILED BY
JT Diehl
2009 AUG 13 A 11: 24
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MARIE SCOTT
BONNER COUNTY RECORDER
LA DEPUTY

**SECOND AMENDMENT TO AMENDED BYLAWS
OF
WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Amended Bylaws of Westwood Village Homeowners Association, Inc. were adopted on September 3, 1983, and recorded on August 23, 1985, as Instrument No. 307509, records of Bonner County, Idaho; and

WHEREAS, the First Amendment to Amended Bylaws of Westwood Village Homeowners Association, Inc. was adopted July 5, 2005, and recorded June 13, 2006, as Instrument No. 705984, records of Bonner County, Idaho; and

WHEREAS, the current Board of Directors of Westwood Village Homeowners Association desire to amend the Bylaws to clarify responsibilities relating to Limited Common Area; and

WHEREAS, at the annual meeting of the Homeowners' Association held July 4, 2009, Owners representing in excess of fifty (50%) percent of the votes cast at the meeting approved the amendment to the Bylaws; and

WHEREAS, as result of the affirmative vote of the unit owners, the Westwood Village Homeowners Association Bylaws shall be amended;

NOW, THEREFORE, THE UNDERSIGNED, HEREBY ADOPT AND DECLARE EFFECTIVE ON THE DATE OF EXECUTION HEREOF, THIS SECOND AMENDMENT TO THE AMENDED BYLAWS OF WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.:

1. Article IV–Section 9(a) is hereby amended to read as follows:

(a) Care, upkeep and surveillance of the project and the common areas and facilities; and the care, upkeep and surveillance of the limited common areas and facilities to the extent the unit owner is not responsible, or if necessary to preserve the value and the appearance of the condominium project.

2. Article VII, Section 2(b) is hereby amended to read as follows:

(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 owner shall be at the owner’s expense. It shall also be the owner’s responsibility and expense to maintain and repair the limited common areas for which such owner enjoys the exclusive benefit.


3. All other terms, conditions and provisions of the Amended Bylaws of Westwood Village Homeowners Association, Inc. recorded August 23, 1985, and as amended in the First Amendment to Amended Bylaws recorded June 13, 2006, shall remain in full force and effect.

CERTIFICATE OF ADOPTION

The undersigned President of Westwood Village Homeowners Association, Inc., hereby certifies, upon oath that the foregoing Amendment was duly approved, adopted and ratified as herein above stated.

DATED this 5th day of August, 2009.

WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

By: 
MICHAEL PALKERT, President

