

FOR YOUR  
INFORMATION

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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 5<sup>th</sup> day of August, 2009.

WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

By:   
MICHAEL PAUKERT, President

