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Index to MISC



FIRST AMENDMENT TO THE  
SECOND AMENDED AND  
RESTATED DECLARATION OF  
WESTWOOD VILLAGE  
CONDOMINIUM

**FIRST AMENDMENT**  
**TO THE SECOND AMENDED AND RESTATED DECLARATION OF**  
**WESTWOOD VILLAGE CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., an Idaho corporation, did on July 6, 2013, approve of the Second Amended and Restated Declaration of WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., which Declaration was recorded on August 21, 2013, as Instrument No. 849187, records of Bonner County, Idaho; and

WHEREAS, pursuant to Article XVII, of the Second Amended and Restated Declaration of Condominium of WESTWOOD VILLAGE, Owners representing an aggregate ownership greater than fifty (50%) percent of the Units in the Project may amend the provisions of the Declaration; and

WHEREAS, at the annual meeting of the Westwood Village Homeowners Association held on the 7<sup>th</sup> day of July, 2018, Unit Owners representing greater than 50% of the Units in Westwood Village did consent to amend the Declaration of Condominium;

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

**A. Article X. Paragraph 5 is hereby amended in its entirety to read as follows:**

5. Rules and Regulations. The Association may make reasonable Rules and Regulations pertaining to the use of the Common Area, as well as

individual Units, which Rules and Regulations shall be consistent with the rights and duties established in this Declaration. Subject to Article XIX, the Association may take action against any owner to enforce compliance with such Rules and Regulations including seeking damages for noncompliance and/or imposing reasonable fines, all to the extent permitted by law in this Declaration.

**B. Article XII is hereby amended in its entirety to read as follows:**

#### **ARTICLE XII. LAND USE RESTRICTIONS**

The following restrictions and limitations shall apply to the use of all property located within the Project. Subject to Article XIX, the Association may take action against any Owner to enforce compliance with land use restrictions or violations of Rules and Regulations adopted pursuant to Article X, including seeking damages for noncompliance and/or imposing reasonable fines, all to the extent permitted by law and this Declaration.

1. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on, upon or in a Unit, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to the other owners in the enjoyment of their units or the Common Area.

2. Sound Devices. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect a Unit shall be placed or used upon any Unit without prior written approval of the Design Committee (herein "Committee") organized pursuant to Article XIII below.

3. Camping. There shall be no overnight camping upon any Common Area.

4. Pets. Subject to such Rules and Regulations as are adopted by the Association, Owners of Units shall be entitled to house pets so long as they do not become a nuisance or cause unreasonable disturbance or annoyance to other Owners in the enjoyment of their Units or Common Area. Renters are not permitted house pets unless specifically allowed by the Rules and Regulations.

5. Signs. No signs whatsoever shall be erected or maintained upon a Unit, except:

(a) Such signs as may be required by legal proceedings;

(b) Such signs as the Association may erect or maintain on a Unit;

(c) Any sign which does not comply with the above, but has been allowed by written permission of the Design Committee, provided such sign complies with such permission.

6. Mobile Homes and Travel Trailers. No mobile home or travel trailer shall be placed or stored upon any Common Area except upon areas designated for such purposes by the Association, and then only in strict accordance with the Rules and Regulations in effect from time to time. No stripped down, wrecked or junk motor vehicles shall be kept, parked, stored or maintained on the Common Area. No commercial vehicle bearing commercial insignias or names shall be parked on Common Area except within an enclosed structure or a screened area which prevents a view thereof from adjoining units,

roads and common area, unless such vehicle is temporarily parked for the purpose of service to a Unit. The parking of vehicles on the roads shall at all times be subject to and in accordance with applicable laws and further restrictions established by Association Rules and Regulations.

7. Garbage. All garbage, rubbish and trash shall be kept in covered containers within Units, or in areas designated for such purpose by Association Rules and Regulations. In no event shall such container be maintained so as to be visible from neighboring Units, roads, or Common Area. The storage, collection and disposal of garbage, rubbish, recyclables and trash shall be in strict compliance with Association Rules and Regulations.

8. Clotheslines. Outside clotheslines or other outside clothes drying or airing facilities may be maintained only in such a manner and in such location as not to be visible from neighboring Units, roads or Common Area.

9. Work from Home. No gainful occupation, profession or trade shall be maintained in any Unit without the prior approval of the Association except that this provision shall in no way limit or prevent owners from renting their Units.

10. Hunting. There shall be no hunting or discharge of firearms within the Project.

11. Antenna. No exterior antenna of any sort shall be installed or maintained on a Unit except of a height, size and type approved by the Design Committee, provided, however, that this restriction shall not apply to any facility installed by the Association. No activity shall be conducted within the Project

which interferes with televisions or radio reception in the Project, except with prior approval of the Board of Directors.

12. Explosives. There shall be no blasting or explosives within the Project except as approved in writing by the Board of Directors or as set forth in the Rules and Regulations.

13. Storage. No furniture, fixtures, appliances or other goods shall be stored in such a manner that such property is visible from neighboring Units, roads or Common Area.

14. Fire Hazards. There shall be no exterior fires, except fires within the Common Area fire-pit located on the beach near the Marina and excepting fires contained within safe and appropriate appliances, facilities and receptacles; or in areas designated by the Association for such purpose. No Owner shall permit any condition which creates a fire hazard, creates a nuisance, or is in violation of any fire prevention regulations.

15. Private Roads. All roads within the Project are part of the Common Area of Westwood Village and will be maintained by the Association unless approved by a majority vote of the Owners and accepted by the City of Sandpoint as a public street.

16. Common Area. The use of Common Area shall be at all times subject to the Rules and Regulations prescribed pursuant to the Enabling Documents.

No improvement, excavation or other work which in any way alters any Common Area shall be made except upon written approval of the Design Committee and the Association Board of Directors.

There shall be no use of Common Area which injures, erodes or scars the Common Area or the vegetation thereon, or increases the cost of maintenance thereof, unless expressly permitted in writing by the Board of Directors of the Association and in any event, there shall be no use of Common Area which causes unreasonable embarrassment, disturbance or annoyance to owners in the enjoyment of their Units.

**C. Article XV. Paragraph 4 is hereby amended in its entirety to read as follows:**

4. Owner's Own Insurance. Notwithstanding the provisions of paragraphs 1 and 2 of Article XV above, each Owner shall maintain at its own expense general liability insurance covering the Unit with single limit coverage of not less than \$300,000.00 and shall provide proof thereof to the Association. Nothing contained within this provision shall diminish the Association's responsibility for maintaining such coverage as required by this Article.

**D. Article XV. Paragraph 5 is hereby amended in its entirety to read as follows:**

5. Insurance for Single Family Residences. In addition to the requirement for general liability coverage set forth in paragraph 4 above, the Owners of the Units constructed on Lots 16, 18, 19 and 42 and the Bullfrog Unit shall be individually responsible for maintaining their own fire and casualty insurance on their residence and the improvements they have installed in the

Limited Common Area surrounding their residence and shall provide proof of such coverage to the Association upon request.

**E. Article XV. Paragraph 6 shall be added as follows:**

6. Personal Property Coverage. Each Owner may obtain at its expense such coverage for personal property and such other risks as they deem appropriate.

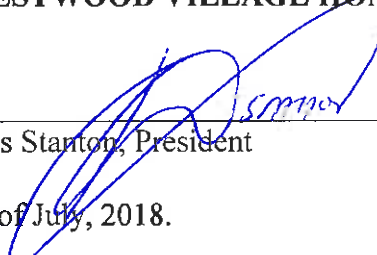
**F. All other terms and conditions of the Second Amended and Restated Declaration of Westwood Village Homeowners Association, Inc. recorded August 21, 2013, unless otherwise amended hereby shall remain in full force and effect.**

**CERTIFICATE OF ADOPTION**

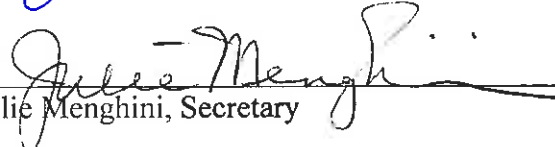
The undersigned, as President and Secretary of WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., hereby certify, upon oath, that the foregoing amendments to the Declaration of Condominium were duly approved, adopted and ratified as herein above stated.

Executed this 23<sup>rd</sup> day of ~~July~~ <sup>August</sup>, 2018. <sup>ES</sup>

**WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.**

By:  \_\_\_\_\_  
Kris Stanton, President

Attested to this 30 day of July, 2018.

By:  \_\_\_\_\_  
Julie Menghini, Secretary



STATE OF IDAHO )  
 ) ss.  
County of Bonner )

On this 23 day of August, 2018, before me, a Notary Public in and for said state, personally appeared KRIS STANTON, known or identified to me to be the President of WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., an Idaho corporation, 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.

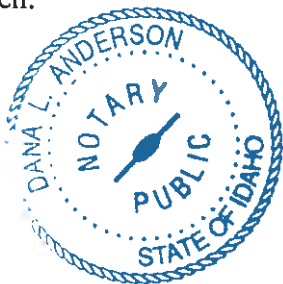


NOTARY PUBLIC—State of Idaho  
Residing at: Sandpoint, Idaho  
Commission Expires: 5/28/21

STATE OF IDAHO )  
 ) ss.  
County of Bonner )

On this 30<sup>th</sup> day of July, 2018, before me, a Notary Public in and for said state, personally appeared JULIE MENGHINI, known or identified to me to be the Secretary of WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., an Idaho corporation, 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.



NOTARY PUBLIC—State of Idaho  
Residing at: Sandpoint, Idaho  
Commission Expires: 8-5-2022