

WESTWOOD VILLAGE
(FORMERLY WESTWOOD PHASE I)
ADDENDUM NO. 3 TO DECLARATION
OF CONDOMINIUM

204363

DECLARANT: Westwood, Inc., an Idaho corporation, Box 219,
Sandpoint, Idaho.
DATE: July 28, 1978.

The Declaration of Condominium and addenda thereto on file are hereby amended as provided in this Declaration as follows:

I. CHANGE OF NAME OF CONDOMINIUM PROPERTY.

The name of the condominium property is changed from Westwood Phase I to Westwood Village.

II. LAND DESCRIPTION.

The land included within Westwood Village is changed to that shown on Exhibit A, page 1, attached hereto and incorporated herein to correct boundary lines and to add to Westwood Village, in accordance with the provisions of the Declaration entitled "Common Areas Outside Phase I Description," the land described as located South of the Phase I Land Description and lying between the extended sidelines thereof (i.e. the beach and marina property).

PROVIDED HOWEVER, that Declarant shall retain the use of that improvement thereon known as the "office/barn" without costs or assessments until Declarant files with the Recorder's office, Bonner County, State of Idaho, a notice of termination of its interest or until December 31, 1985, whichever shall first occur but such use shall be subject to the rights of owners of units within Westwood Village to the reasonable use of the second floor loft, and the rights of unit owners to use the storage space located therein until such time as Declarant locates substitute space, and,

PROVIDED ALSO that said property shall be subject to all existing licenses to use the docks located thereon.

III. RESERVATION OF RIGHT TO ADD ADDITIONAL LAND TO CONDOMINIUM PROPERTY.

A. In furtherance of the intention to Amend contained in the Declaration, Declarant reserves the right and agrees to submit the real property described on Exhibit AA, page 1, attached hereto and incorporated herein by reference, to the condominium form of ownership and fully incorporate it into Westwood Village. Declarant shall and does hereby, as a precondition to the incorporation of said property, agree to complete the construction of one (1) swimming pool and three (3) tennis courts at such time as thirty percent (30%) of the lots or units to be contained within said property have been sold, or, at such time as twenty (20) units have been constructed and sold, whichever shall first occur, UNLESS Declarant bonds completion of said facilities when

thirty percent (30%) shall and does hereby... said property, a swimming pool at... to be contained w... ant bonds complet... units have been c... shall, in a separa... portion of the exis... and shown on pag... Village.

The owners of... be added to Westwo... the right of access... after designated in... Addenda thereto, th... tion (herein "Associ... adopted pursuant to... presently within Wes... right to use all com... Exhibit AA when su... ownership in accord... Act."

B. The Assoc... authorized in accord... and the Idaho Code... tion and each owner... to the reservation pr... terms of the Declarat... constructed and sold... right of access and t... wood Village. The ap... be binding on the A... located in Westwood V... personal representative

C. At such time... dum or Addenda to De... real property describe... Association having been... and in this Addendum... as then constituted sh... ments may be required... property or part there... Village Condominium pr... Property Act" of the S... provisions set forth in... inclusion of such additi... dominium property.

IV. DESCRIPTION OF L...
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thirty percent (30%) of the units have been constructed. Declarant shall and does hereby, as a further precondition to incorporation of said property, agree to complete construction of one (1) additional swimming pool at such time as sixty percent (60%) of the lots or units to be contained within said property have been sold UNLESS Declarant bonds completion of said facilities when sixty percent (60%) of the units have been constructed. As a further precondition, Declarant shall, in a separate document, grant an easement for the use of that portion of the existing roadway located within the Exhibit AA property and shown on page 3, Exhibit A hereto, to owners within Westwood Village.

The owners of all condominium units located within the property to be added to Westwood Village shall, when such property is added, have the right of access and the right to use all common areas now or hereafter designated in Westwood Village, subject to the Declaration and Addenda thereto, the Bylaws of the Westwood Village Owners Association (herein "Association") and such Rules as may from time to time be adopted pursuant to said Bylaws. The owners of all units located presently within Westwood Village shall have the right of access and the right to use all common areas located within the land described in Exhibit AA when such land is submitted to the condominium form of ownership in accordance with the State of Idaho "Condominium Property Act."

B. The Association, for valuable consideration, having been authorized in accord with the provisions of the Declaration, the Bylaws and the Idaho Code dealing with amendment, on behalf of the Association and each owner of a condominium unit in Westwood Village consents to the reservation provided for herein and agrees that, pursuant to the terms of the Declaration and this Article, the owners of all units to be constructed and sold on the land described in Exhibit AA shall have the right of access and the right to use all common areas located in Westwood Village. The approval of the Association provided for herein shall be binding on the Association, the owners of all condominium units located in Westwood Village and the successors, heirs, assigns, and personal representatives of such parties.

C. At such time as Westwood, Inc., is prepared to file an Addendum or Addenda to Declaration of Condominium in order to include the real property described on Exhibit AA within Westwood Village, the Association having been authorized as set forth in Paragraph B above and in this Addendum on behalf of the owners of the condominium units as then constituted shall execute whatever certificates or other documents may be required in order to consent to the inclusion of the real property or part thereof described on Exhibit AA within the Westwood Village Condominium property in accordance with the "Condominium Property Act" of the State of Idaho, provided, however, that the provisions set forth in Article VII herein shall apply with respect to the inclusion of such additional real property to the Westwood Village Condominium property.

IV. DESCRIPTION OF LOTS, UNITS AND IMPROVEMENTS.

A. Addition to Existing Cluster. The designation of the cluster described as "The Eastern" cluster is changed to read as follows:

"The Eastern" Cluster:
Eastern units. Each Eastern unit shall contain a kitchen, 1 dining area, 1 living room, 1 bathroom, 1 interior area of each Eastern unit. The floor plan of the Eastern is as shown on Exhibit A. This is a two story unit.

"The Eastern" cluster is shown on Exhibit A.

B. Revised Description of "The Eastern" Cluster. Revised description of "The Eastern" cluster description at Page 2 of Addendum No. 2.

"The Western" Cluster:
Western units. Each Western unit shall contain a kitchen, 1 living room, 1 dining room, 1 bathroom, 1 interior area. The ground floor area (excluding porch) shall be 1,200 square feet. The floor plan is as shown on Exhibit A for the Western.

"The Western" cluster is shown on Exhibit A.

C. Revised Units Names. The units named Monarch, and Schweitzer are used in Paragraphs 2 through 5 of the Declaration. Therefore, henceforth all units and clusters will be named as shown on Exhibit A.

D. Substituted Cluster. Where the term "Mountain Belle" is used in the Addenda to the Declaration the term shall be deleted and the term "Mountain Belle" shall be substituted.

E. Addendum Voided. The Addendum No. 2, dated January 24, 1973, shall be null and void and the units shall be as designated on Exhibit A.

F. Reservations. Declarant reserves the right to make "Reservations" contained on Pages 3 and 4 of Addendum No. 2 as follows:

Notwithstanding the foregoing, in the event of future construction the area designated as "Mountain Belle" and "Bullfrog."

(1) "The Mountain Belle" cluster shall contain 8 Mountain Belle units. Each unit shall contain a first and second floor combined units, 2 bathrooms, 1 lavatory, 1 kitchen, 1 living room and 1 family recreation room. The total interior area for this unit shall be 1,200 square feet. Each floor unit shall be identical units and shall contain 1 kitchen, 1 den, 1 dining area, 1 living room. The total area of each third floor unit shall be 1,200 square feet. A garage for each unit will be located on the first level.

"The Eastern" Cluster: "The Eastern" cluster contains 8 Eastern units. Each Eastern unit has 2 bedrooms, 2 bathrooms, 1 kitchen, 1 dining area, 1 living room, 1 den and 1 garage. The interior area of each Eastern unit is 1292 square feet. The floor plan of the Eastern is as shown on Exhibit G. Each Eastern unit is a two story unit.

"The Eastern" cluster is shown on Exhibit A attached.

B. Revised Description of "The Western" Cluster. "The Western" cluster description at Page 2 of Addendum No. 2 is revised as follows:

"The Western" Cluster: "The Western" cluster contains 2 Western units. Each Western unit has 3 bedrooms, 2 bathrooms, 1 kitchen, 1 living room, 1 dining area, 1 loft room and 1 garage. The ground floor area (excluding the loft room and garage) is 1236 square feet. The floor plan and location is shown on Exhibit M for the Western.

"The Western" cluster is shown on Exhibit A attached.

C. Revised Units Names. The terms Pend Oreille, Sundance, Monarch, and Schweitzer are used as reference to unit names on Pages 2 through 5 of the Declaration. These terms shall be deleted and henceforth all units and clusters will be referred to by their respective names as shown on Exhibit A.

D. Substituted Cluster. Wherever in the Declaration or in the Addenda to the Declaration the term "Lady of the Lake" appears, it shall be deleted and the term "Mountain Belle" shall be inserted.

E. Addendum Voided. The Addendum to Declaration dated January 24, 1973, shall be null and void. The numbering system for the units shall be as designated on Exhibit A.

F. Reservations. Declarant revises that paragraph entitled "Reservations" contained on Pages 3 and 4 of the Declaration and on Page 2 of Addendum No. 2 as follows:

Notwithstanding the foregoing, the Declarant reserves to itself for future construction the area designated on Exhibit A as "Mountain Belle" and "Bullfrog."

(1) "The Mountain Belle" Cluster: "The Mountain Belle" cluster shall contain 8 Mountain Belle units. Four shall be identical first and second floor combined units, each unit containing 2 bedrooms, 2 bathrooms, 1 lavatory, 1 kitchen, 1 den, 1 entry, 1 dining area, 1 living room and 1 family recreation room on the first floor level. The total interior area for this unit shall be 2259 square feet. The third floor units shall be identical units and contain 2 bedrooms, 2 bathrooms, 1 kitchen, 1 den, 1 dining area, 1 living room, 1 entry,

(2) "The Bullfrog:" "The Bullfrog" shall contain one unit consisting of a single family residence. The exterior walls, roof and foundation of such residence and all enclosed thereby shall be part of the unit and not common area. Diagrammatic floor plans of the building, showing its precise location, approximate dimensions, elevations, number of rooms, and a description will be appended hereto upon approval thereof by the Design Committee.

G. Limited Common Property. The garages located north of "The Eagle" cluster, as shown on Exhibits A and D, shall be the limited common property of the units contained within "The Eagle" cluster.

H. Lots. Declarant may record Addenda with regard to the land described on Exhibit AA which provides for the construction thereon of single or multiple family dwellings as units and sell sites for such construction by the purchasers. Such sites will be defined in the Addenda and are referred to as "lots" herein. Construction on such lots will be in accord with the provisions of Article VII of this Addendum. At the completion of construction, designation as a lot shall cease and the completed construction shall constitute a unit or units in accord with the terms of the Addenda.

V. SHARES OF COMMON ELEMENTS AND EXPENSES.

On Pages 4 and 5 of the Declaration, Page 2 of Addendum #2, that Paragraph entitled "SHARES OF COMMON ELEMENTS AND EXPENSES" shall be revised as follows:

Each condominium within Westwood Village shall include an equal share of the common property contained within Westwood Village and all other common elements contained within Westwood Village and, except as limited by the Bylaws of the Association, shall be liable for an equal share of common expenses, effective January 1, 1978.

VI. INTENTION TO AMEND DECLARATION.

The following shall supercede that section of the Declaration entitled "INTENTION TO AMEND" located at Page 4:

It is Declarant's intention to submit that real property described on Exhibit AA to the condominium form of ownership. At such time as Declarant has prepared plans for the lots and units located on said property, Westwood Village owners, as provided in Article III above, and prior to sale thereof, shall amend the Declaration and Addenda thereto to provide for the inclusion of said lots, units and real property within the Westwood Village Condominium property, subject to the terms hereof and the Bylaws of the Association.

VII. LAND USE RESTRICTIONS

A. Land Use: The following provisions shall apply to the use of all property located within Westwood Village, PROVIDED, HOWEVER,

that these provisions shall be construed on the same basis as "Corporate" provisions as conveyed by C

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that these provisions shall not apply to any improvement or structure constructed on common property by Westwood, Inc. (hereinafter referred to as "Corporation"), or any lot prior to the time that such lot is conveyed by Corporation:

1. General Restrictions. (a, b, c, s and y do not Apply to Common Property)

- a. No improvement, excavation, fill or other work which in any way alters any Lot from its natural or improved state existing on the date such Lot was first conveyed by Corporation to an owner shall be made or done except upon strict compliance with the provisions hereof.
- b. Each lot and all improvements located thereon, shall be maintained by the owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at owner's expense.
- c. Vegetation within any lot shall be planted and maintained at the owner's expense in such a manner as to prevent or retard shifting or erosion.
- d. No noxious or offensive activity shall be carried on upon any lot 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 other owners in the enjoyment of their lots or condominium units or the common property. 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, or the lot and improvements located thereon, shall be placed or used upon any lot or unit without prior written approval of the Community Design Committee (herein "Committee") organized pursuant to Paragraph C of this Article.
- e. There shall be no camping upon any lot.
- f. Subject to any Rules adopted by the Association or the Board of Directors of the Association pursuant to the Association's Bylaws (herein "Association Rules"), only a reasonable number of generally recognized and well controlled house pets and no other animals shall be kept on any lot or in a condominium unit.
- g. No signs whatsoever shall be erected or maintained upon any lot or unit, except:
 - (1) Such signs as may be required by legal proceedings,
 - (2) Such signs as Corporation may erect or maintain on a lot or unit prior to sale and conveyance,
 - (3) Any sign which does not comply with the above, but has been allowed by written permission of the Committee, provided such sign complies with such permit.

h. Except to the extent that in connection with, a tent, truck camper, or other structure shall be placed upon the lot in effect from the Rules in effect from the date such junk motor vehicle shall be parked on any lot. No commercial names shall be parked on a screened area of adjoining lots, units, or vehicle is temporarily parked on a lot or unit, or unless a lot addendum to Declaration of Covenants on the roads shall apply with applicable laws and subsequent addendum to

i. No accessory structure shall be maintained upon any lot or unit except by written agreement subject to the limitations of the Rules. The structure shall not apply to the maintenance of the structure during, and the construction of the main structure shall apply to any structure on a sales office or in conjunction with lots by Corporation in Westwood.

j. All garbage, refuse, and containers. In no event shall be visible from neighboring property. The storage, and trash shall be in such

k. Outside clotheslines and drying facilities may be maintained at such location as not to be on roads or common property.

l. No drilling (except for refining, quarrying or mining) shall be permitted within Westwood or equipment designed for such purposes, installed, maintained or permitted.

m. No improvement destroyed shall be allowed to remain more than six (6) months from the date of destruction.

n. No gainful occupation shall be maintained on any lot or unit without the prior approval of the Committee.

- h. Except to the extent desired by Corporation to be used in connection with, and during, the development and sale of units and lots within Westwood Village, no mobile home, travel trailer, tent, truck camper, house trailer or similar facility, or any boat, shall be placed upon any lot in strict accordance with Association Rules in effect from time to time. No stripped down, wrecked or junk motor vehicle shall be kept parked, stored or maintained on any lot. No commercial vehicle bearing commercial insignias or names shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjoining lots, units, roads and common property unless such vehicle is temporarily parked for the purpose of serving such lot or unit, or unless a lot is specifically designated in a subsequent addendum to Declaration as a parking area. 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 a subsequent addendum to Declaration or Rules.
- i. No accessory structures shall be constructed, placed or maintained upon any lot prior to the construction of the main structure except by written permit of the Committee, but then only subject to the limitations of such permit, provided that this restriction shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of the main structure. This restriction shall not apply to any structure upon any lot to be used by Corporation as a sales office or in conjunction with the development of units or lots by Corporation in Westwood Village.
- j. All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring units, lots, roads, or common property. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with Association Rules.
- k. 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, lots, roads or common property.
- l. No drilling (except for a water well expressly permitted), refining, quarrying or mining operations of any kind shall be permitted within Westwood Village and no derrick, structure, pump or equipment designed for use in any such activity shall be erected, maintained or permitted within Westwood Village.

m. No improvement which has been partially or totally destroyed shall be allowed to remain on any lot in such state for more than six (6) months from the date of such destruction.

n. No gainful occupation, profession or trade shall be

provision shall in no way limit or restrict Corporation in its activities prior to the sale of all lots and units within Westwood Village nor prevent owners from renting their houses or condominium units.

o. There shall be no hunting or discharge of firearms within Westwood Village.

p. There shall be no water well on any lot unless (1) a permit has been obtained from the Association for the use of a water well thereon, and (2) the location and facilities used in connection with such well have been approved by the Association.

q. All improvements shall be constructed in accordance with applicable building line and setback provisions of applicable zoning ordinances and in compliance with any setback requirements prescribed by any applicable declaration.

r. All fuel tanks or similar storage facilities shall be constructed only with the prior written approval of the Association and in a manner approved by the Committee.

s. No outside toilet, other than self-contained portable toilet units used during construction, shall be constructed or maintained on any lot. All plumbing fixtures, dishwashers, garbage disposals, toilets or sewage disposal system shall be connected to a sewage system.

t. No exterior antenna of any sort shall be installed or maintained on any lot or unit except of a height, size and type approved by the Committee, provided, however, that this restriction shall not apply to any cable facility installed by Corporation or Association. No activity shall be conducted within Westwood Village which interferes with television or radio reception in Westwood Village, except with the prior written permission of the Association.

u. No structure shall be occupied until the same has been substantially completed in accordance with plans and specifications previously approved by the Committee.

v. All structures constructed on any lot shall be constructed with new materials unless otherwise permitted by the Committee, and no used structures shall be relocated or placed on any lot.

w. No owner of any lot, except Corporation, shall build or permit the building thereon, of any structure that is to be used as a model or exhibit.

x. No fence shall be constructed on any lot unless and until a permit for same has been issued by the Committee, and then only in strict accordance with the terms of such permit.

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y. No Single Family Residential lot shall be resubdivided.

z. There shall be no blasting or discharge of explosives within Westwood Village except as permitted by the Association and except that this provision shall in no way limit or restrict Corporation in its activities in connection with, and during, the development and sale of lots or units within Westwood Village.

aa. No furniture, fixtures, appliances or other goods and chattels shall be stored in such a manner that such property is visible from neighboring units, lots, roads or common property.

bb. There shall be no exterior fires, except barbeque fires contained within facilities or receptacles and in areas designated by the Board 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.

cc. There shall be no obstruction of the pedestrian walkways located within Westwood Village for purposes of circulation of foot traffic or any interference with free use thereof except such obstruction as may be reasonably required in connection with repairs of such walkways. Use of all the walkways shall be subject to Association Rules. The Association shall promptly take such action as may be appropriate to abate or enjoin any interference with or obstruction of the pedestrian walkways contrary to the provisions hereof and shall have a right of entry for purposes of removing the same, and any costs incurred by the Association in connection with such abatement, injunction or corrective work shall be specially assessed to the owner or owners responsible therefor. Any failure to abate or enjoin by the Association shall not constitute a waiver of future rights.

2. Construction and Alteration of Improvements: Change in Topography; Approval of Plans; Community Design Committee.

a. The right of an owner of a lot to construct, reconstruct, refinish, alter or maintain any improvement on his lot, or to install any utility line (wire, pipe or conduit) thereon, or to make any excavation, or to cut or remove any trees from his lot, or do any act which would affect the drainage thereof, shall be subject to all of the following:

(1) Any act mentioned in Paragraph a is absolutely prohibited unless and until the owner or owners of such lot first obtains the approval thereof from the Committee as provided in Paragraph C of this Article, and otherwise complies with the following provisions of this paragraph. The Association shall have the right to remove any improvement constructed, reconstructed, refinished, altered or maintained in violation hereof and the owner shall reimburse the Association for all expenses incurred in connection herewith.

(2) Any conditions mentioned above, shall be as follows:

(a) The approval shall be in writing, including a request:

(i) space, existing, proposed and vegetation; utility; of the site;

(ii)

(iii) structures;

(iv) color, wall;

(v) certification;

(vi) trees and during any construction;

(vii)

The Committee shall be accompanied by an amount not to exceed \$1000 in such review.

(b) If at any time it is determined that it would be in the best interest for such owner to design any improvement, the Committee shall determine, by a majority vote, designated by the Association, prepared by such owner.

(c) The Committee shall determine and specifications shall be as follows if the following conditions are met:

(2) Any owner proposing to do any of the things mentioned above, shall apply to the Committee for approval as follows:

(a) The owner shall submit to the Committee for approval such plans and specifications for the proposed work, including the following, as the Committee shall request:

(i) A plan of the lot showing (1) building space, (2) contour lines, (3) the location of all existing and/or proposed improvements, (4) the proposed drainage plan, (5) the location of all trees and vegetation including that/those which the owner proposes to remove, (6) the location of all proposed utility installations, and (7) the design and location of the sewage facilities to serve said lot;

(ii) Floor plans;

(iii) Drawings showing all elevations of structures;

(iv) Description of exterior materials and color, with samples;

(v) Working drawings and construction specifications of all structures;

(vi) Description of provisions for replanting trees and vegetation and for stabilizing slopes during and after construction;

(vii) The owner's proposed construction schedule.

The Committee may require that any such submission shall be accompanied by a reasonable inspection fee in an amount not to exceed \$100.00, plus actual costs incurred in such review.

(b) If at any time the Committee shall determine that it would be in the best interests of Westwood Village for such owner to employ an architect or engineer to design any improvement involved in the proposed work, the Committee shall inform such owner in writing of its determination, whereupon all plans and specifications designated by the Committee to be so prepared must be prepared by such an architect or engineer.

(c) The Committee shall approve the plans, drawings and specifications of any structure submitted to it only

(i) The Committee finds that the plans and specifications of the proposed structure, on the property, conforms to this Declaration and Addenda thereto and the Committee Rules; and

(ii) The Committee finds that the proposed structure is aesthetically compatible with the physical site, the adjoining properties, and the environment of Westwood Village; and

(iii) The Committee finds that any setback requirements have been complied with.

(d) Any application which has been neither approved nor rejected within sixty (60) days from the date of complete submission thereof to the Committee shall be deemed approved.

(3) Upon receipt of approval from the Committee, the owner shall, as soon as practical, proceed with the commencement, and completion of the work contemplated by the application, pursuant to the approved plans and specifications. If the owner shall fail to commence the work within six (6) months from the date of approval, he shall be required to resubmit the final plans and specifications, but the Committee shall either approve or disapprove the same in writing within thirty (30) days after such resubmission. In any event, the owner shall complete the construction of the foundation and all exterior surfaces (including the structure on his lot) within twelve (12) months after commencing construction thereof, or such longer period as the Committee may approve in writing, except and for so long as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, local emergencies, scarcity of materials or other causes beyond the control of owner. If the owner fails to comply with this paragraph, the Committee shall notify the Association of such failure, and the Association at its option, shall either complete the exterior of any structure in accordance with the approved plans or remove the structure, and the owner shall reimburse the Association for all expenses incurred in connection therewith.

(4) Upon the completion of any work for which approval of the Committee is required under this section, the owner shall give notice thereof to the Committee, and within thirty (30) days thereafter the Committee, or its duly authorized representative, may inspect such work to determine whether it was done in substantial compliance with the approved application. If the Committee finds that such work was not done in substantial compliance with an approved application, it shall notify the owner of such non-compliance within such thirty (30) day period and shall require the owner to remedy such non-compliance within the period of time specified in such notice. If upon the expiration of such period of time

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specified by the Committee the owner shall have failed to remedy such non-compliance, the Committee shall notify the Association of such failure, and the Association, at its option, shall have the right to remedy the non-compliance, and the owner shall reimburse the Association for all expenses incurred in connection therewith. If for any reason the Committee fails to notify the owner of any non-compliance within thirty (30) days after receipt of said notice of completion thereof from the owner, the work shall be deemed to be in accordance with said approved application.

3. General Restrictions Applicable to Construction and Alteration of Improvements on Single Family Residential Lots.

a. Such lot shall be used only for single family residential purposes and no more than one house shall be constructed on any single family residential lot, except that a guest house or servants quarters meeting all requirements of all applicable laws in effect from time to time, may be constructed on a single family residential lot upon obtaining approval of the Committee.

b. No structure or improvement shall be constructed having a height of more than thirty-five (35) feet above the finished ground level; provided, however, that the height of a structure or improvement may exceed thirty-five (35) feet above the finished ground level if permissible by law and if the Committee determines that the proposed height is compatible with the physical site involved and adjoining properties.

c. Each Single Family Residential Lot shall have "off the road" parking facilities for at least two automobiles.

d. No reflective finishes (other than glass) shall be used on exterior surfaces (other than surfaces of hardware fixtures).

e. There shall be no exterior lighting of any sort either installed or maintained, the light source of which is visible from neighboring property, except as permitted by the Committee.

4. General Restrictions Applicable to Construction and Alteration of Improvements on Multiple Family Residential Lots.

a. Dwelling Areas. Corporation, in accordance with applicable zoning, plans, and building permits, shall designate areas to be used for lots and structures and for services necessary and appurtenant to such uses and the installation of wells or pipelines for water, sewer service systems and other utilities.

b. Each dwelling unit shall contain not less than that number of square feet of fully enclosed floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, lanais, decks, garages, carports and other outbuildings), shown

with respect to each addenda thereto; nor of fully enclosed floor area shown in said declaration or addenda thereto.

c. Each dwelling unit shall contain not less than the number of square feet to be devoted to living purposes (exclusive of porches, terraces, lanais, decks, garages, carports, and other outbuildings) as shown in said declaration or addenda thereto.

d. The height of any structure shown with respect to any lot shall be in accordance with the ratio or addenda thereto.

e. Each and every lot shown on the map and e of this Article shall be equally applicable to all lots which are incorporated herein.

5. General Restrictions Applicable to Construction and Alteration of Improvements on Village Lots.

a. Roads. All roads on the Village shall be private and shall be dedicated to the public use of the property owners of the Village at the time of the dedication to the public.

b. Recreation Areas. The Association shall have an easement over the Village for recreational facilities for the use of the property owners as well as for recreation purposes.

c. The use of the recreational facilities shall be limited to the placing, construction, maintenance and operation of recreational facilities related or pertaining to the use of the center. The Association shall have the right to use of the recreational facilities.

d. The use of the recreational facilities shall be subject to the rules, regulations and policies of the Association as approved by the Board of Directors.

e. No improvement shall be made which way alters any common area or which is in compliance with the provisions of this Article.

f. There shall be no excavation, grading, or scars the surface of the land at the cost of maintenance of the Village.

with respect to each such lot in the applicable declaration or addenda thereto; nor shall each building contain more square feet of fully enclosed floor area than shown with respect to each lot in said declaration or addenda thereto.

c. Each dwelling unit within each building shall contain not less than the number of square feet of fully enclosed floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, lanais, decks, garages, carports, and other outbuildings) as shown in said supplemental plat or declaration or addenda thereto.

d. The height limitations of each building shall be those shown with respect to each lot in said supplemental plat, declaration or addenda thereto.

e. Each and every restriction set forth in Subparagraphs d and e of this Article with respect to Single Family Residential Lots shall be equally applicable to Multiple Family Residential Lots and are incorporated herein by this reference.

5. General Restrictions Applicable to Common Property.

a. Roads. All roads, curbs and sidewalks within Westwood Village shall be private roads, and not public roads, curbs and sidewalks unless as a condition of annexation to the City of Sandpoint, if such annexation is otherwise approved by the City and the property owners of Westwood Village, the City shall require the dedication to public use of such roads, curbs or sidewalks.

b. Recreation Areas. Recreational areas are to include recreational facilities for use by all owners of units. Each such owner shall have an easement for ingress and egress to and from as well as for recreational use of the said areas.

Use of the recreational areas for recreational uses shall include the placing, construction and remodeling of structures and improvements related or pertaining to such use including, without being limited to: tennis courts, marina, swimming pools, and social center. The Association shall have the power to set fees for the use of the recreational facilities.

c. The use of common property shall at all times be subject to the rules, regulations and user charges, if any, prescribed pursuant to the Association Bylaws by the Association and the Board of Directors.

d. No improvement, excavation or other work which in any way alters any common property shall be made except upon strict

Association or the Board of Directors of the Association and in any event, there shall be no use of common property which causes unreasonable embarrassment, disturbance, or annoyance to owners in the enjoyment of their lots or their condominium units.

6. Common Property: Construction and Alteration of Improvements, etc.

Subject to the rights of Corporation contained in Article VII, Section A, after the inclusion of common property into Westwood Village, no improvement, excavation or work which in any way alters such common property from its state on the date such common property is so included, shall be made or done except upon strict compliance with the following provisions of this Paragraph 6:

a. With the exception of the Association, or a public utility or governmental agency (by right of easement), no person shall have the right to construct any improvement upon, or shall make or create any excavation or fill upon or shall change the drainage of, or shall destroy or remove any tree, shrub, or other vegetation, from, or plant any tree, shrub or other vegetation upon any common property.

b. If the Association, or any person or entity, (with the exception of Corporation) proposes to construct or reconstruct, or to refinish or alter the exterior of, any improvement located or to be located upon the common property, to make or create any excavation or fill, or to change the natural or existing drainage of surface waters, or to remove any trees, shrubs, or ground cover, or to plant any trees, shrubs, or ground cover upon a common property, it shall not do so until a permit has been obtained from the Committee. The Association, person or entity proposing to do such work shall submit to the Committee for approval two sets of final plans and specifications for any such work in such form and containing such information as the Committee may require. The Committee shall not approve the plans and specifications submitted to it pursuant to this paragraph unless all of the following conditions have been satisfied:

(1) If the plans are to construct any new improvement, including any alteration of the exterior appearance of any existing improvement, upon a common property, the Committee finds that such improvement complies with these Land Use Restrictions; and

(2) That such improvement (aa) is reasonably necessary for any utility installation serving any property within Westwood Village or any property to be annexed to Westwood Village, or any property for which an easement has been reserved or granted by Corporation, or (bb) is desirable in order to provide or improve access to, or to enhance the use and enjoyment of, any such property; or (cc) is desirable to protect or preserve any property within Westwood Village; and

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(3) The Committee finds that the proposed work does not detract from the value, desirability and attractiveness of Westwood Village.

c. Without approval of the Committee, the Association may:

(1) Construct, reconstruct, replace or refinish any improvement or portion thereof upon common property in accordance with the plans for such improvement as they existed upon the common property when it was conveyed by Corporation, or previously approved by the Committee;

(2) Take whatever temporary or emergency measures may be necessary to prevent damage to any common property or injury to any person thereon.

7. Damage and Destruction Affecting the Common Property.

If any portion of the common property is damaged or destroyed by fire or other casualty, then

a. If:

(1) the insurance proceeds initially offered or paid by the insurer do not exceed the sum of Twenty Thousand Dollars (\$20,000.00); and

(2) the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than Twenty Thousand Dollars (\$20,000.00);

the insurance proceeds shall be paid to the Association, to be held and disbursed as hereinafter provided. The Association shall thereupon contract to repair or rebuild the damaged portions of the common property substantially in accordance with the original condition thereof. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Association shall levy a special assessment on all owners to make up any deficiency which shall be levied in the proportion that the owners share the general assessments provided for in Part VI hereof.

b. If subparagraph a is inapplicable, then:

(1) All insurance proceeds shall be paid to an insurance trustee designated by the Board of Directors of the Association (herein "Board") to be held for the benefit of the owners as their respective interests shall appear;

(2) The Board shall obtain firm bids (including a performance bond premium) from two or more responsible contractors to rebuild the common property substantially in accordance with its original condition. As soon as the Board has obtain bids, it shall call a special meeting of the owners to consider the bids. At such meeting, the owners may, by

vote of sixty-six voting power ent bids. Failure th Board to accept t

(3) If all s may prepare and plans for repair such plan to the the Committee an bond premium) fr perform the work with each such p two-thirds percen bids, or by fifty bids involving a insurance proceed (\$20,000.00). Fai rize the Board to

(4) If a bid assessment agains owners share the Association's Byla total insurance pr repair or rebuildi proceeds whether be paid to said in building. If any ment within thirty Board shall make maintenance funds contract to the suc

(5) If no su from the date such Board shall use a remove all damage from the common p thereof. In the ev are not required required shall be event the insuranc such demolition an Board shall levy a the same proportio nents as provided

B. Enforcement of Lan

The following persons s in law or in equity for the s Westwood Village.

vote of sixty-six and two-thirds percent (66-2/3%) of the total voting power entitled to vote thereat, elect to reject all such bids. Failure thus to reject all such bids shall authorize the Board to accept the bid it considers most favorable;

(3) If all such original bids are rejected, the Board may prepare and present to the owners various alternative plans for repair and reconstruction. Before presenting any such plan to the owners, the Board shall obtain approval of the Committee and obtain firm bids (including a performance bond premium) from two or more responsible contractors to perform the work of repair or reconstruction in accordance with each such plan. The owners may, by sixty-six and two-thirds percent (66-2/3%) vote elect to reject all of such bids, or by fifty percent (50%) vote elect to reject all such bids involving a total cost exceeding the amount of available insurance proceeds by more than Twenty Thousand Dollars (\$20,000.00). Failure thus to reject all such bids shall authorize the Board to accept the bid it considers most favorable;

(4) If a bid is accepted, the Board shall levy a special assessment against the owners in the proportion that the owners share the general assessments provided for in the Association's Bylaws to make up any deficiency between the total insurance proceeds and the contract price for such repair or rebuilding, and such assessment and all insurance proceeds whether or not subject to liens of mortgages, shall be paid to said insurance trustee to be used for such rebuilding. If any owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the maintenance funds. Upon payment, the Board shall let the contract to the successful bidder;

(5) If no such bid is accepted within twelve (12) months from the date such damage or destruction occurs, then the Board shall use any insurance proceeds to demolish and remove all damaged or destroyed structures or improvements from the common property and level and landscape the sites thereof. In the event that all of the said insurance proceeds are not required to perform this work, the excess not so required shall be deposited in the maintenance fund. In the event the insurance proceeds are not sufficient to accomplish such demolition and removal and site finishing, then the Board shall levy a special assessment against the owners in the same proportions that the owners share general assessments as provided for in Part VI hereof.

1. Corporation, so long as it has any interest in Westwood Village.

2. Any three (3) owners of lots and/or condominium units within Westwood Village, unless the violation is special to any one unit or any one lot, then the owner of one unit or one lot.

3. The Association.

In the event that any person or entity brings an action for the enforcement of these restrictions of Westwood Village, such person or entity shall be entitled to reasonable attorney's fees if he or it prevails in such action.

C. Community Design Committee.

1. Organization. A Community Design Committee is hereby created.

a. The Committee shall consist of three (3) members. The following persons are hereby designated as the initial members of the Committee:

Edward Wehrle
Edith Donnerberg
Sarah V. Otness

Each of said persons shall hold his office until such time as he has resigned, has been removed, or his successor has been appointed.

b. The right to appoint and remove members of the Committee shall be vested in the Board.

c. Any person affected by a decision of the Committee shall have the right within thirty (30) days after such decision to appeal Committee action to the Board, (in writing) whose decision shall be final.

2. Committee Duties. It shall be the duty of the Committee to consider and act upon such proposals or plans from time to time submitted to it pursuant to these restrictions and to adopt Committee Rules, and to perform such other related duties from time to time delegated to it by these restrictions and by the Board.

3. Committee Meetings; Action; Compensation; Expenses. The Committee shall meet from time to time as necessary to perform its duties. The vote or written consent of a majority of the members shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required. The Committee shall keep and maintain a record of all action taken by it at such meetings or otherwise. Unless authorized by the Board, the members of the Committee shall not

receive any compensation or reimbursement from the Association for the performance of any duties not entitled to other compensation.

4. Committee Authority. The Committee shall have exclusive power to adopt, amend, and repeal rules to be known as "Committee Rules" governing the administration of the provisions of the Declaration and the enforcement of matters within the jurisdiction of the Committee Rules, as they may be amended from time to time. The Committee Rules shall be maintained with the Declaration for inspection by any person at any time. The Committee shall have the power to establish setback lines on the minimum or maximum lot area to be erected on lots in accordance with the requirements and restrictions of the Declaration or restriction shall be in accordance with plans and specifications.

5. Non-Waiver. The Committee shall not constitute a waiver of any plan, drawing, specification, or other document in connection with any decision of the Committee under the Declaration, nor shall it constitute a waiver of any plan, drawing, specification, or other document.

6. Variance. The Committee shall have the power to grant reasonable variances to the Declaration in the event of practical difficulties and in the event of the following conditions are met:

a. A public hearing shall be held by the Committee upon notice to (1) the owner of the lot in Westwood Village, (2) the Association, and (3) the Board.

b. The Committee shall find that the variance is not materially detrimental to the health, safety, or general welfare in Westwood Village.

7. Estoppage. The Committee shall have the power to issue a written demand therefor upon payment thereof to time to be fixed by the Committee. The estoppel certificate shall be in effect from the date thereof either (a) upon or within said lot or (b) upon or within said lot comply with the Declaration and/or work done shall also (1) identify

receive any compensation, but all members shall be entitled to reimbursement from the Association for reasonable expenses incurred in the performance of any Committee function. The Committee shall not be entitled to other compensation.

4. Committee Rules. The Committee shall by vote have the exclusive power to adopt, amend and repeal, rules and regulations, to be known as "Committee Rules," which interpret or implement the provisions of the Declaration and Addenda thereto insofar as they relate to matters within the jurisdiction of the Committee. A copy of the Committee Rules, as they may from time to time exist or be amended, shall be maintained with the records of the Association and shall be available for inspection by any owner. The Committee Rules may from time to time establish setback requirements, height limitations, and restrictions on the minimum or maximum size and quality of structure permitted to be erected on lots in Westwood Village, design standards and guidelines and specific items to be required in plans and specifications, and such requirements and restrictions need not be uniform. No such requirement or restriction shall apply to any structure constructed in accordance with plans and specifications previously approved by the Committee.

5. Non-Waiver. The approval by the Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Committee under the Declaration and Addenda thereto shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter.

6. Variances. The Committee shall have the power to allow reasonable variances to the provisions of this part in order to overcome practical difficulties and prevent unnecessary hardships, provided the following conditions are met:

a. A public hearing on the application for such variance is held by the Committee after giving ten (10) days prior written notice to (1) owners of all lots and condominium units in Westwood Village, (2) the Association, and (3) the Corporation; and

b. The Committee finds that the variance will not be materially detrimental to other lots, units and/or common property in Westwood Village or property to be annexed.

7. Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Committee by any owner and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the Committee shall record an estoppel certificate executed by any two of its members, certifying with respect to any lot or condominium unit of said owner, that as of the date thereof either (a) all improvements and other work made or done upon or within said lot or condominium unit by the owner, or otherwise, comply with the Declaration and Addenda thereto, or (b) such improvements and/or work do not so comply, in which event the certificate shall also (1) identify the non-complying improvements and/or work,

and (2) set forth the amount of the fee to be paid from the owner or mortgagor, and to rely on said certificate as to the truth of such matters being contained in all owners and any purchaser.

8. Liability. No member shall be liable to the Association for any loss or damage suffered or claimed or incurred by the failure to approve or disapprove, whether or not defective work, whether or not such work complies with the specifications, (c) the developer's duty within Westwood Village to issue an estoppel certificate.

VIII. EXHIBITS REVISIONS

The following exhibits have been hereby revised, added or deleted:

1. Exhibit A: .
2. Exhibit AA: .
3. Exhibit B: .
4. Exhibit C: .
5. Exhibit D: .
6. Exhibit E: .
7. Exhibit F: .
- 7(a) Exhibit G: .
8. Exhibit H: .
9. Exhibit I: .
10. Exhibit J: .
11. Exhibit K: .
12. Exhibit L: .
13. Exhibit M: .
14. Exhibit N: .
15. Exhibit O: .
16. Exhibit P: .
17. Exhibit Q: .

IX. AMENDMENT OF DECLARATION

The Declaration and Addenda are hereby amended to conform with the provisions hereof. The voting power as provided in the mortgagees of all of the units by duly recorded such amendments or resolutions contained herein.

and (2) set forth the nature of such non-compliance. Any purchaser from the owner or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as among the Association, corporation and all owners and any purchaser, mortgagee or other encumbrancer.

8. Liability. Neither the Committee, nor any member thereof, shall be liable to the Association, or to any owner provided, that such member has acted in good faith, for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any property within Westwood Village, or (d) the execution and filing of an estoppel certificate

VIII. EXHIBITS REVISED AND ADDED.

The following attached exhibits to the Declaration and Addenda are hereby revised, added to, or deleted in the form attached as follows:

1. Exhibit A: . . . Replaced and revised
2. Exhibit AA . . . New Exhibit added
3. Exhibit B: . . . Name change - Eagle
4. Exhibit C: . . . Name change - Eagle
5. Exhibit D: . . . Name change - Eagle and inclusion of garages
as limited common property
6. Exhibit E: . . . Name change - Tye
7. Exhibit F: . . . Name change - Coyote
- 7(a) Exhibit G: . . . Added
8. Exhibit H: . . . Deleted
9. Exhibit I: . . . Name change - Coyote
10. Exhibit J: . . . Name change - Tye
11. Exhibit K: . . . Name change - Northern
12. Exhibit L: . . . Name change - Metaline
13. Exhibit M: . . . Name change - Western
14. Exhibit N: . . . Name change - Northern
15. Exhibit O: . . . Name change - Metaline
16. Exhibit P: . . . To be added by Declarant - Mountain Belle
17. Exhibit Q: . . . To be added by Declarant - Mountain Belle

IX. AMENDMENT OF DECLARATION.

The Declaration and Addenda thereto shall not be revoked or any of the provisions herein amended unless approved by the majority of the voting power as provided in the Association Bylaws and by the mortgagees of all of the mortgages, including deeds of trust, covering the units by duly recorded instruments, PROVIDED, HOWEVER, any such amendments or revocations must not affect Declarant's rights as contained herein.

X. RATIFICATION.

The Declaration of Condominium of Westwood Phase I, dated January 24, 1973, and Addendum #2 thereto dated December 2, 1976, are hereby ratified except as modified herein.

WESTWOOD, INC.

By: [Signature]
L. G. Moon, Jr., President

WESTWOOD VILLAGE OWNERS ASSOCIATION

By: [Signature]
By: [Signature]

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 28th day of Jan signed a Notary Public, in and commissioned and sworn, personally known to be the President of executed the foregoing instrument to be the free and voluntary uses and purposes therein authorized to execute the said the corporate seal of said Corp

Witness my hand and official first above written.

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 28th day of Jan signed a Notary Public, in and commissioned and sworn, personally known to be the President of the said instrument to be the Association, for the and on oath stated that he is a

Witness my hand and official first above written.

Unofficial Document

STATE OF WASHINGTON)
County of Spokane) ss.

152

The undersigned M
Addenda to Declaration
and others mentioned the
referred to herein.

On this 28th day of July, 1978, before me, the undersigned a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared L. G. MOON, JR., to me known to be the President of WESTWOOD, INC., the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said Corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Jesse M. Moon
Notary Public in and for the State
of Washington, residing at Spokane

STATE OF WASHINGTON)
County of Spokane) ss.

On this 28th day of July, 1978, before me, the undersigned a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Jesse M. Moon, President known to be the Pres. & Sec. of WESTWOOD VILLAGE OWNERS ASSOCIATION, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Assoc., for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Jesse M. Moon
Notary Public in and for the State
of Washington, residing at Spokane

The undersigned Mortgagees approve the form of the foregoing Addenda to Declaration and consent to the recording of this document ~~and others mentioned therein~~, together with the attached exhibits referred to herein.

LINCOLN MUTUAL SAVINGS BANK

By: *[Signature]*

FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: *[Signature]*

WASHINGTON TRUST BANK

By: *[Signature]*

IDAHO FIRST NATIONAL BANK

By: *[Signature]*

[Signature]
DALE LEE

[Signature]
E. B. PONACK

[Signature]
MRS. DALE LEE

[Signature]
MRS. E. B. PONACK

STATE OF WASHINGTON)
County of Spokane) ss.

154

On this 28th day of July, 1978, before me, the undersigned a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Morris C. Ferry, to me known to be the Sec. Vice President of LINCOLN MUTUAL SAVINGS BANK, the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said Corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Suzanne J. Kelley
Notary Public in and for the State
of Washington, residing at Spokane

STATE OF WASHINGTON)
County of Spokane) ss.

On this 9th day of AUGUST, 1978, before me, the undersigned a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared R. P. FRENCH, to me known to be the VICE-PRESIDENT of WASHINGTON TRUST BANK, the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said Corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Suzanne J. Kelley
Notary Public in and for the State
of Washington, residing at Spokane

STATE OF IDAHO
County of Banner

On this 28th day signed a Notary Public and sworn, personally known to be the Sec. Vice President of LINCOLN MUTUAL SAVINGS BANK, the Corporation acknowledged the said deed of said Corporation and on oath stated that and that the seal affixed

Witness my hand first above written.

STATE OF IDAHO
County of BANNER

On this day personally known to be the individual who executed the instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned.

GIVEN under my hand and seal this July, 1978.

STATE OF IDAHO)
County of Bonneville) ss.

155

On this 28th day of July, 1978, before me, the undersigned a Notary Public, in and for the State of Idaho, duly commissioned and sworn, personally appeared D. D. ZIMMERMAN, to me known to be the Assistant Manager of IDAHO FIRST NATIONAL BANK, the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said Corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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

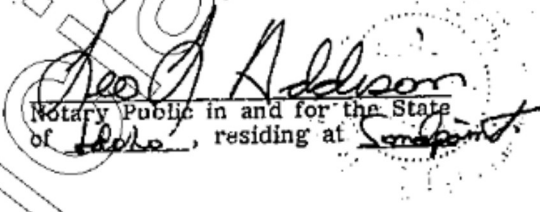


STATE OF IDAHO)
County of BONNEVILLE) ss.

On this day personally appeared before me MRS. DALE LEE, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of July, 1978.

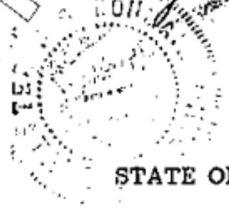
Dee A. Addison
Notary Public in and for the State
of Idaho, residing at Sandpoint



STATE OF Idaho)
County of My Place) ss.

On this day personally to me known to be the individual who executed the foregoing instrument, and acknowledged to me as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this August, 1978.



STATE OF IDAHO)
County of Bonneville) ss.

On this 25th day of July, 1978, before me, the undersigned a Notary Public, in and for the State of Idaho, duly commissioned and sworn, personally appeared Mrs. Dale Lee, known to be the Vice President of LOAN ASSOCIATION, Sandpoint, Idaho, and acknowledged to me that she signed the foregoing instrument, and acknowledged to me as her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said Corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



STATE OF Idaho)
County of Myer) ss.

156

On this day personally appeared before me MRS. E. B. PONACK, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of August, 1978.

[Signature]
Notary Public in and for the State
of Idaho, residing at Lewiston

STATE OF IDAHO)
County of Bonneville) ss.

On this 21st day of July, 1978, before me, the undersigned a Notary Public, in and for the State of Idaho, duly commissioned and sworn, personally appeared E. W. Anderson, to me known to be the Vice President of FIRST FEDERAL SAVINGS & LOAN ASSOCIATION, Sandpoint, Idaho, the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said Corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]
Notary Public in and for the State
of Idaho, residing at Sandpoint

STATE OF Idaho }
County of Bonner } ss.

157

MRS.

On this day personally appeared before me DALE LEE, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of August, 1978.

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

STATE OF Idaho }
County of Myer } ss.

On this day personally appeared before me E. B. PONACK, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of August, 1978.

Edith Sherman
Notary Public in and for the State
of Idaho, residing at Twistor

CERTIFICATION

DECLAR

STATE OF Idaho }
County of Bonner }

Edward L. Weber
President and Secretary,
OWNERS ASSOCIATION, et
and says: The foregoing
ium was duly enacted by
OWNERS ASSOCIATION, f
OWNERS ASSOCIATION, in
purpose on the 25th day
by owners representing mo
of all units in the project
of Westwood Phase I and
County, State of Idaho, Re

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1978.

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158

CERTIFICATION OF ADOPTION OF ADDENDUM NO. 3
TO
DECLARATION OF CONDOMINIUM

STATE OF Idaho }
County of Bonner } ss.

Edward L. Wehler and Stephen C. Bakke, being President and Secretary, respectively, of the WESTWOOD PHASE I OWNERS ASSOCIATION, each being first duly sworn on oath, deposes and says: The foregoing Addendum No. 3 to Declaration of Condominium was duly enacted by the members of the WESTWOOD VILLAGE OWNERS ASSOCIATION, formerly known as the WESTWOOD PHASE I OWNERS ASSOCIATION, in a duly constituted meeting called for such purpose on the 25th day of August, 1978, and were approved by owners representing more than fifty percent (50%) of the total value of all units in the project as shown in the Declaration of Condominium of Westwood Phase I and Addenda thereto on file with the Bonner County, State of Idaho, Recorder.

Edward L. Wehler
President

Stephen C. Bakke
Secretary

SUBSCRIBED AND SWORN to before me this 25th day of August, 1978.

Carol M. McCoy
Notary Public in and for the State
of Idaho, residing at Sanford

PARCEL 1:

That portion of Government 1 Range 2 West, Boise Meridian follows:

Beginning at a point 178 feet from the Northeast corner of said Section 14, thence South 72° 14' West 40 feet; thence West 180 feet; thence North 472.70 feet; thence East 362.06 feet to the Southeast corner of said Section 14. ALSO, that portion of said Section 14 Beginning at the Southeast corner of said Section 14 above; thence South 235.55 feet to the meander line of Lake Pend Oreille; thence along the original meander line to a point on the meander line from a point that is 1830 feet from the Northeast corner of said Section 14, thence South line of said hereinabove to an inner corner on the Southeast corner of said land; thence South 120 feet; thence West 120 feet; thence North 72° 14' West to the beginning.

INCLUDING the improvements thereon.

PARCEL I:

159

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 $72^{\circ} 14'$ 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;

ALSO, that portion of said Government Lot 2 described as follows:

Beginning at the Southeast corner of the land described hereinabove; thence South 235.55 feet, more or less, to the original meander line of Lake Pend Orielle; thence Westerly along said original meander line to a point in a line running South $0^{\circ} 03'$ East from a point that is 1830 feet South and 2090.7 feet West of the Northeast corner of said Section; thence North $0^{\circ} 03'$ West to the South line of said 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 $72^{\circ} 14'$ East 400 feet to the point of beginning.

INCLUDING the improvements located thereon.

PARCEL II:

162

That portion of Government Lot² in Section 28, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, described as follows:

Beginning at a point on the North and South centerline of said Section that is South $0^{\circ} 03'$ East 2549.0 feet from the North Quarter corner of said Section; thence East 536.0 feet; thence North $0^{\circ} 03'$ West 120.0 feet; thence West 165.0 feet; thence North $0^{\circ} 03'$ West 174.20 feet; thence East 165.0 feet; thence North $0^{\circ} 03'$ West to a point on the South line of the land described in that certain instrument entitled Addendum # 2 to Declaration of Westwood Phase I, recorded in book 64 of Miscellaneous, page 145 as instrument No. 182217, records of said county; thence West 30 feet to the most Westerly Southwest corner thereof; thence North 472.70 feet; thence East 348.86 feet; thence South 50 feet; thence East 362.06 feet; thence North 360 feet to a point 1410 feet West and 1425.6 feet South of the Northeast corner of said Section; thence West 696 feet to a point on the West right of way line of an existing County road; thence North along said right of way line to a point that is South $0^{\circ} 03'$ East 200 feet from the South right of way line of U.S. Highway No. 2; thence South $54^{\circ} 28'$ West 122.88 feet to the Southeast corner of the land conveyed to William W. Wyatt, et al, by Warranty deed recorded in book 132 of Deeds, page 518, records of said county; thence North $0^{\circ} 03'$ West 200 feet to the Southerly right of way line of said highway; thence South $54^{\circ} 28'$ West 517.35 feet to the North and South centerline of said Section; thence South along said North and South centerline to the point of beginning; EXCEPT the South 30 feet of the West 65.12 feet thereof, as conveyed to William Harvey Frazier by deed recorded in book 155 of Deeds, page 300, records of said county.

Official