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REQUEST OF *Wm. J. Williams*
CLIFFORD D. CHASE, COUNTY RECORDER, STATE OF IDAHO
BY *Robert D. Book* BOOK 113 PAGE 149
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AMENDMENT AND RESTATEMENT OF

WESTWOOD VILLAGE CONDOMINIUM DECLARATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS Westwood, Inc., an Idaho corporation, as Declarant, did on July 24, 1973, execute a Declaration of Condominium of Westwood Phase I (subsequently amended to be entitled "Westwood Village") which Declaration was recorded as Instrument No. 153321, records of Bonner County, Idaho, on the 25th day of October, 1973, and which Declaration was subsequently amended as follows: (1) by document entitled Addendum to Declaration of Westwood Phase I, dated January 24, 1973, and recorded with and under the same recording number as the Declaration of Condominium of Westwood Phase I; (2) by document entitled Second Addendum to Declaration of Westwood Phase I, dated October 31, 1973, and recorded as Instrument No. 153483 in the records of Bonner County, Idaho, on October 31, 1973; (3) by document entitled Addendum No. 2 to Declaration of Condominium of Westwood Phase I, dated December 2, 1976, recorded as Instrument No. 182217, records of Bonner County, Idaho, on December 13, 1976; (4) by a document entitled Westwood Village (formerly Westwood Phase I) Addendum No. 3 to Declaration of Condominium, dated July 26, 1978, recorded as Instrument No. 204363, records of Bonner County, Idaho, on August 25, 1978; and (5) by instrument entitled Addendum No. 4 to Declaration of Condominium of Westwood Village, dated January 17, 1979, recorded as

Instrument No. 213740, r
1979; all of which condo
constitutes the existing
Village Condominuims and
this reference as if set

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documentation; and

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deficiencies therein, a
property which may here
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hereinabove described;

NOW, THEREFORE
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Westwood, Inc. (as the
referred as the "Declara

Instrument No. 213740, records of Bonner County, Idaho, on May 7, 1979; all of which condominium documentation taken as a whole constitutes the existing condominium declaration for Westwood Village Condominiums and which is incorporated in toto herein by this reference as if set forth in full; and

WHEREAS, the intent of the Declarant, and of purchasers of real property interests from Declarant, with regard to the real property described in the aforesaid Declaration, as amended, was to establish a condominium form of ownership as to such real property, to be governed by the Idaho Condominium Property Act and the Declaration (as amended); and

WHEREAS, issues have arisen with regard to the lack of clarity as to meaning and intent of the condominium Declaration documentation above described, taken as a whole, and as to possible legal defects which exist or may exist in said documentation; and

WHEREAS, it is the intent of the parties hereto to clarify said condominium Declaration and to correct any legal deficiencies therein, and further to exclude certain real property which may heretofore have been added to the condominium regime imposed by the Declaration of Condominium, as amended, as hereinabove described;

NOW, THEREFORE, the undersigned (collectively hereinafter sometimes referred to as the "Amending Parties") and Westwood, Inc. (as the original Declarant, sometimes hereinafter referred as the "Declarant"), pursuant to § 9 (entitled Amendment

to Declaration) of Declaration of Condominium (as described) do hereby hereinafter provide for said condominium Declaration.

1. Declaration of the real property described in every part thereof conveyed, devised or otherwise affected by the provisions of the Declaration of Condominium, as amended, declared to be a condominium owned in accordance with the Idaho Condominium Property Act. The real property to, or as to which the Declaration of Condominium, as amended, applies to, shall be included within the scope of Exhibit A attached hereto and shall be free from the Westwood, Inc. effects of this Declaration. The Declaration to this Declaration shall be deemed to run with the land and burdens to

to Declaration) of the Westwood Village Addendum No. 3 to Declaration of Condominium (hereinabove more specifically described) do hereby adopt and declare effective as of the date hereinafter provided, the following amendments and restatement to said condominium Declaration:

1. Declarant and amending parties hereby declare that the real property described in Exhibit A attached hereto and every part thereof is held and shall hereafter be held, conveyed, devised, leased, used, occupied and improved, and otherwise affected in any and every manner subject to the provisions of this Revised and Restated Declaration of Condominium, each and all of which provisions are hereby declared to be in furtherance of a general plan and scheme of condominium ownership pursuant to the Idaho Condominium Property Act. Any and all real property heretofore subject to, or as to which an attempt was made to subject such property to, the Westwood Village Condominium Declaration, as amended, as hereinbefore described, and which property is not included within the description of real property set forth in Exhibit A attached hereto, is hereby specifically excluded from the Westwood Village Condominium Project, and the effects of this Declaration or any prior form of or amendment to this Declaration, as amended. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, the Amending Parties, and all

owners of condominium units within the Condominium Project subject hereto. Exhibit AA, attached hereto and incorporated herein by this reference, is a survey plat of the surface of the ground included within the Condominium Declaration depicting the relative location of the condominium units now existing or to be constructed upon the real property included within the Project (hereinafter referred to as the "Plat").

2. Declarant and the Amending Parties specifically hereby include within the Condominium Project herein described that certain real property depicted upon the Plat, as Suzanne Court, which real property is included within the legal description set forth in Exhibit A, and which real property is separately and particularly described in Exhibit AA-2 attached hereto and incorporated herein by this reference. Such other real property as was included within the provisions of Addendum No. 4 to Declaration of Condominium of Westwood Village, and which is not included within the legal description set forth in Exhibit A hereto, is hereby excluded and deleted from this Condominium Declaration and shall not be a part of this condominium. The provisions of Addendum No. 4 to the Declaration of Condominium of Westwood Village are hereby rescinded and deleted from this Declaration.

3. Declarant and Amending Parties hereby specifically amend the Declaration by the addition of Article VIII, Section 7 to the Amended and Restated Declaration of

Condominium hereinafter follows: "The Association to negotiate and enter into agreements with Westwood Assoc. and other adjacent Association on a contract for properties, and for common amenities by adjacent Association to adjacent Board of Directors of beneficial and advantage to members.

4. Declarant and Amending Parties specifically amend the provisions of the Declaration to provide that (equal in value) shall be the Common Area of the units in the Condominium Project. Each unit owner owns, undivided 1.17% interest in the Condominium Project.

5. Declarant and Amending Parties specifically amend the Condominium Declaration to provide that one tennis court shall be designated upon the Project in the area known as

Condominium hereinafter set forth in full, to provide as follows: "The Association shall have the specific authority to negotiate and enter into cross access, use and easement agreements with Westwood, Inc. and Westwood Terrace Owners Assoc. and other agreements for provision of services by the Association on a contractual basis to owners of adjacent real properties, and for cross-use or access to Common Area amenities by adjacent property owners and by members of the Association to adjacent property, upon such terms as the Board of Directors of the Association may determine to be beneficial and advantageous to the Association and its members.

4. Declarant and Amending Parties hereby amend the provisions of the Declaration with regard to Common Area interests, to provide that each unit (being approximately equal in value) shall have an equal and undivided interest in the Common Area of the Condominium Project. The total number of units in the Condominium Project are 85, and therefore, each unit owner owns, as a element of his condominium, an undivided 1.17% interest in the Common Area of the Condominium Project.

5. Declarant and amending parties do hereby amend the Condominium Declaration to provide that a swimming pool and one tennis court shall be constructed upon the area so designated upon the Plat incorporated herein as Exhibit AA, in the area known as Suzanne Court, and further that such

amenities shall be made available for 30% of the units t (as set forth on t
6. Declaran
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Declarant, the other parties exer Amending Parties), do Condominium of Westwo Westwood Phase I) and hereinafter defined) devised, encumbered, affected in any and e this Revised and Rest.

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amenities shall be constructed by declarant and completed and made available for the use of the unit owners at such time as 30% of the units to be constructed in the Suzanne Court area (as set forth on the Plat) have been sold.

6. Declarant and the Amending Parties do hereby declare that the Condominium Declaration, as amended, is hereby further amended, consolidated and restated, superceding all prior forms of this declaration and amendments thereto, to provide, and shall upon the date of execution hereof be effective to provide as follows:

RESTATED AND AMENDED DECLARATION OF CONDOMINIUM OF
WESTWOOD VILLAGE

ARTICLE I. DECLARATION

Declarant, Westwood, Inc., an Idaho corporation, and the other parties executing this document (collectively, the Amending Parties), do hereby amend and restate the Declaration of Condominium of Westwood Village (in part previously denominated Westwood Phase I) and do hereby declare the Project (as hereinafter defined) is held and shall be held, conveyed, devised, encumbered, used and occupied, and otherwise used and affected in any and every manner subject to the provisions of this Revised and Restated Declaration of Condominium, each and

all of which provisions are hereby declared to be in general furtherance of a general plan and scheme of condominium ownership, as hereinafter set forth (the Condominium regime) pursuant to the provisions of the Idaho Condominium Property Act (Title 55, Chapter 15, Idaho Code). All provisions hereof shall run with the land, and shall constitute benefits and burdens to the Declarant, the Amending Parties, and all present and future Unit Owners.

Declarant and the Amending Parties intend to provide for, and do hereby provide for condominium ownership of the Project, and all improvements thereon, pursuant to the Condominium Property Act of the State of Idaho.

ARTICLE II. DEFINITIONS

The following terms shall have the following meaning when used herein, unless the context otherwise requires:

1. **The Project.** The term Project shall collectively mean the Property, and all buildings and other improvements upon the Property.

2. **Building.** "Building" means any of the buildings constructed on the Property pursuant to this Declaration.

3. **Unit.** "Unit" means the separate interest in a condominium as bounded by the interior surfaces of the walls, floors, ceilings, windows and doors thereof and the interior

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condominium Plat fil
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4. **Common Area.**
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surfaces of built-in fireplaces as shown and numbered on the condominium Plat filed herewith, and described herein, together with all fixtures and improvements therein contained. Notwithstanding the foregoing, the following are not part of a Unit: bearing walls, columns, floors and roofs (except for the interior surface thereof, if a perimeter wall, floor or ceiling), foundations, clothes chutes, shafts, central heating, reservoirs, tanks, pumps and other services used by more than one Unit, pipes, vents, ducts, flues, chutes, conduits, wires, garages and other utility installations, whenever located, except outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area, as herein defined. Each Unit also includes the interior of any storage areas which are shown on the Condominium Plat as belonging to such Unit, bounded as described herein for the other portions of the Unit.

4. Common Area. "Common Area" means the entire Project excepting all Units.

5. Limited Common Area. "Limited Common Area" means that Common Area designated herein for exclusive use by Owners of particular Units, as those terms are herein defined.

6. General Common Area. "General Common Area" means all Common Area excepting

7. Condominium. "Condominium" means the undivided fee interest in a Unit and undivided fee interest in Common Area improvements (entire Common Area) as set

8. Owner. "Owner" means the person, including Declarant, at any time, who, under the term "Owner" shall not refer to a mortgagee, as defined, unless such Mortgagee is a party to a foreclosure or any proceeding

9. Mortgage. "Mortgage" means a mortgage, trust, or other security instrument, in which any part thereof is encumbered

10. Mortgagee. "Mortgagee" means the mortgagee, successor to the interest in the mortgage, trust beneficiary, or other party as mortgagee is defined in the instrument in which the interest of any person is encumbered, or interest of such Owner, in

11. Association. "Association" means the Condominium Association, its successors and assigns, as defined herein.

6. General Common Area. "General Common Area" means all Common Area excepting all Limited Common Area.

7. Condominium. "Condominium" means a separate fee interest in a Unit and Unit improvements together with an undivided fee interest in common in the Common Area and Common Area improvements (expressed as a percentage of the entire Common Area) as set forth in Article V hereof.

8. Owner. "Owner" means any person or entity, including Declarant, at any time owning a Condominium; the term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

9. Mortgage. "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

10. Mortgagee. "Mortgagee" means any person, or any successor to the interest of such person named as the mortgagee, trust beneficiary, or creditor under any mortgage, as mortgage is defined in Section 9 of this Article, under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

11. Association. "Association" means Westwood Village Condominium Association, Inc., an Idaho Corporation not for profit, its successors and assigns, organized as provided herein.

12. Condominium Plat. "Condominium Plat" means the Condominium Plat for Westwood Village Condominiums, attached hereto as a part of Exhibit AA, consisting of a plat of the surface of the ground of the Property showing the dimensions thereof, the location of each Building with respect to the boundaries of the Property. The Plat shall also include the dimensional drawings of Units as set forth in Exhibits described in Article IV hereof.

13. Property. "Property" means the real property described in Exhibit A, attached hereto and incorporated herein by this reference.

ARTICLE III. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

1. Estates of an Owner. The Property is hereby divided into Condominiums, each Condominium consisting of a separate interest in a Unit and an interest in common in the Common Area in accordance with the Schedule set forth in Article V hereof. The percentage of interest in the Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514 of the Idaho Code and for purposes of liability as provided in Section 55-1515 of such code shall be the same as set forth in Article V. Such common interests in the Common Area are hereby declared to be appurtenant to the respective Units.

2. Limited Common Areas. Limited Common Areas shall consist of: balconies, patios, terraces, porches, the crawl space, or utility rooms, and attached garages and

Condominium Plat as shown on the Plat or balconies and the individual heating equipment and all other Limited Common Areas shall be used in conjunction with the exclusion of the use of the Common Area except by

3. Right to Combine. The right to combine physical areas with the area or space shall not be a combination shall not be a Condominium after the right to combine reserves the right to combine of such combined Units, walls, floors or other areas so combined, or any other structural separation shall become General Common Areas subject to separate declaration of combined.

2. Limited Common Area. "Limited Common Area" shall consist of: balconies, porches, heating equipment located in the crawl space, or under each Unit, unattached garages and attached garages and such other areas indicated on the Condominium Plat as being Limited Common Area. The balcony or balconies and the porch or porches adjoining a Unit, the individual heating equipment, attached and unattached garages and all other Limited Common Area, as referred to above, shall be used in connection with the associated Unit to the exclusion of the use thereof by the other Owners of the Common Area except by invitation.

3. Right to Combine Units. Declarant reserves the right to combine physically the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separation of ownership of such Condominium after they have once been combined. Declarant reserves the right to designate and convey to any purchaser of such combined Units as additional Limited Common Area any walls, floors or other structural separations between Units so combined, or any space which would be occupied by such structural separations and such space shall automatically become General Common Area if the combine Units become subject to separate ownership after they have once been combined.

4. Title. Title to real property may be held

5. Inseparability. legal rights comprising ownership separated from any other part of Condominium ownership present and the undivided interest in such Unit shall always be subject to encumbrances and otherwise as if the Condominium. Every gift, conveyance, encumbrance, conveyance or any part thereof, shall be subject to bequest, transfer, encumbrance of the entire Condominium and rights created by law or otherwise.

6. Partition not Permitted. Common Area shall be owned by all Condominiums, and no owner shall have a right of partition thereof.

7. Owner's right to use. Owner shall have the nonexclusive right to use the Common Area, and shall have the right to enjoy the Limited Common Area for the use by Owner.

4. Title. Title to a Condominium may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

5. Inseparability. No part of a Condominium or of the legal rights comprising ownership of a Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be assigned, conveyed, devised, encumbered and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance or disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium together with all appurtenant rights created by law or by this Declaration.

6. Partition not Permitted. The interest in the Common Area shall be owned in common by all owners of Condominiums, and no owner may bring any action for partition thereof.

7. Owner's right to Common Area. Subject to the limitations contained in this Declaration, each owner shall have the nonexclusive right to use and enjoy the General Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by Owner.

Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Units. Encroachments referred to herein, include, but are not limited to, encroachments caused by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

11. Easements of Access for Repair, Maintenance and Emergencies. Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the

interior of any part of a maintenance, repair, emergency of the Common Area or as another Unit at the instance shall be an expense of all that if such damage is the of a Unit, then such Owner for all of such damage. If the property shall be restored condition as existed prior Owners pursuant hereto shall by Assessment pursuant to

12. Owner's right to Each Owner shall have the upon and across the Common Unit and to the Limited Co connection with his Unit, horizontal and lateral support shall be appurtenant to any condominium.

13. Association's Right Association shall have a use of the Common Area as perform the duties and functions permitted to perform pursuant

interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by Assessment pursuant to Article IX, below.

12. Owner's right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit and to the Limited Common Areas designated for use in connection with his Unit, and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each condominium.

13. Association's Right to use of Common Area. The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including

the right to construct and maintain in the General Area maintenance and storage facilities for use by the Association.

14. Declarant's Right Incident to Construction. Declarant, and persons it shall select, shall have the right to ingress and egress over, upon and across the Common Area, the right to store materials thereon and to make such other use thereof as may be reasonable necessary or incident to complete development of the Project.

15. Easements deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Section 10, 11, 12, 13 and 14 above, even though no specific reference to such easements or to those Sections appears in any such conveyance.

ARTICLE IV. DESCRIPTION OF CONDOMINIUM UNITS

The Condominium Units built or to be built in the Project shall consist of, and be described by Building name and unit number as follows:

1. Eagle. The building denominated "Eagle" on the Condominium Plat, consisting of units 101 through 104, units

201 through 204, and indicated in Exhibit

2. Tyee. The Condominium Plat, consisting of units indicated on Exhibit

3. Coyote. The Condominium Plat, consisting of units as indicated on Exhibit

4. Eastern. The Condominium Plat, consisting of units as indicated on the

5. Western. The Condominium Plat, consisting of units indicated on Exhibit

6. Metaline. The Condominium Plat, consisting of units as indicated on Exhibit

7. Northern. The Condominium Plat, consisting of units as indicated on Exhibit

8. Bull Frog. The Condominium Plat, consisting of units indicated on Exhibit

9. Mountain Belle. The Condominium Plat, consisting of 8 units as indicated on the building location as

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201 through 204, and units 301 through 304, respectively as indicated in Exhibit D hereto.

2. Tyee. The building denominated "Tyee" on the Condominium Plat, consisting of units 1 through 5 respectively, as indicated on Exhibit J hereto.

3. Coyote. The building denominated "Coyote" on the Condominium Plat, consisting of units 1 through 6 respectively, as indicated on Exhibit I hereto.

4. Eastern. The building denominated "Eastern" on the Condominium Plat, consisting of units 1 through 8 respectively, as indicated on the Condominium Plat, Exhibit "AA" hereto.

5. Western. The building denominated "Western" on the Condominium Plat, consisting of units 1 and 2 respectively, as indicated on Exhibit M hereto.

6. Metaline. The building denominated "Metaline" on the Condominium Plat, consisting of units 1 through 8 respectively, as indicated on Exhibit O hereto.

7. Northern. The building denominated "Northern" on the Condominium Plat, consisting of units 1 through 8 respectively, as indicated on Exhibit N hereto.

8. Bull Frog. The "Bull Frog" shall contain 1 unit as indicated on Exhibit "BB" hereto.

9. Mountain Belle. The building denominated "Mountain Belle" on the Condominium Plat, shall be a building consisting of 8 units as indicated on Exhibit Q herein, with the relative building location as indicated on Exhibit "AA" hereto.

10. Suzanne Court" on the Condominium Plat numbered 101 through 104, as indicated on Exhibit "CC-1" hereto.

11. Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, as indicated on Exhibit AA hereto.

12. Unit Floor Plans

(a) Eagle

shall consist of Units 1 through 8 as depicted on the plans attached hereto as Exhibit CC-1.

(b) Tyee

shall consist of Units 1 through 5 as depicted on the plans attached hereto as Exhibit CC-2.

(c) Coyote

shall consist of Units 1 through 6 as depicted on the plans attached hereto as Exhibit CC-3.

Buildings

Tyee

Coyote

Eastern

Western

Metaline

Northern

Bull Frog

(c) Mountain Belle

shall consist of Units 1 through 8, as depicted on the plans attached hereto as Exhibit CC-4.

(d) Suzanne Court

shall consist of Units 101 through 104 as depicted on the plans attached hereto as Exhibit CC-5.

10. Suzanne Court. The buildings denominated "Suzanne Court" on the Condominium Plat, consisting of 24 units to be numbered 101 through 124 respectively, as indicated on Exhibit "CC-1" hereto.

11. Lots 16, 18, 19 and 42, Westwood Village, as shown on Exhibit AA hereto.

12. Unit Floor Plans and Specifications.

(a) Eagle Units 101 through 104 and 201 through 204 shall consist of Units depicted by the plans and specifications attached hereto as Exhibit B. Eagle Units 301 through 304 shall consist of units depicted by the plans and specifications attached hereto as Exhibit C.

(b) Tyee, Coyote, Eastern, Western, Metaline, Northern, and Bull Frog Units shall, respectively, consist of Units depicted by plans and specifications attached hereto as follows:

<u>Building</u>	<u>Exhibit</u>
Tyee	E
Coyote	F
Eastern	G
Western	M
Metaline	L
Northern	K
Bull Frog	none

(c) Mountain Belle 8 Units to be numbered 101 through 104, and 201 through 204, shall consist on units depicted by the plans and specifications attached hereto as Exhibit Q.

(d) Suzanne Court Units 101 through 124 shall consist of Units depicted by the plans and specifications attached hereto as Exhibit CC-1 through CC-7.

13. The coordinate notes on Exhibits B, J, and I, attached hereto, make reference to Exhibit A of the original Declaration of Condominium of Westwood Phase I recorded on October 25, 1973, as Instrument No. 153321, Book: 52 of Miscellaneous, Page 32.

14. Legal Description of a Unit. Every contract for the sale of a Condominium and every Deed or other instrument affecting title to a Condominium may describe that Condominium by the Building and the Unit number hereinabove set forth (and depicted in the referenced Exhibits hereto) with the appropriate reference to this Declaration as it appears in the records of the County Recorder of Bonner County, Idaho, in the following fashion:

Condominium Number - _____
Building as defined, depicted and described in the Amended and Restated Declaration of Condominium of Westwood Village on the Condominium, appearing in the records of Bonner County, Idaho, as Instrument No. _____.

Such description will be construed to describe the separate fee interest in the Unit, together with the appurtenant common interest in the Common Area, to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in this Declaration.

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Each unit approximately equal to the common Area, a expenses and asses total, so that each interest in common

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No labor consent of or at contractor or sub a lien against th part thereof, or except that such Owner who has ex of such labor or express consent of any Condomini Labor performed Project, if duly to be performed

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ARTICLE V. COMMON AREA INTERESTS

Each unit in the Project is declared to be of approximately equal value, and shall include an equal interest in the common Area, and shall be proportionately liable for common expenses and assessments. The project consists of 85 Units total, so that each Unit Owner also owns a 1.17% undivided interest in common in the Common Area.

ARTICLE VI. MECHANIC'S LIEN RIGHTS

No labor or services or material furnished with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner, or against any part thereof, or against any other property of any other Owner, except that such lien may apply to the Condominium of such other Owner who has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each

Owner. Any Owner
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Owner. Any Owner may remove his Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to the cost of work upon or materials furnished to his Condominium.

ARTICLE VII. THE ASSOCIATION

1. Membership. The Articles of Incorporation and Bylaws of the Westwood Village Condominium Association, Inc. ("Association"), are attached hereto as Exhibit "2" and hereby made a part of this Declaration. Every Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by all such persons in same proportionate interests and by the same type of tenancy in which title to the Unit is held. An Owner shall be entitled to one membership for each Unit owned by him. No person or entity other than an Owner may be a member of the Association. The memberships in the Association may not be transferred except in connection with the transfer of a Unit. Provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a Lien on a Unit but a Mortgagee may only exercise

such rights in the event it obtains title to such Condominium (as contrasted to a lien) by foreclosure or by a proceeding in lieu thereof.

2. Voting Rights. Each Owner shall be entitled to cast one vote for each Unit owned on any matter for which Association members are entitled to vote, as provided in the Articles and Bylaws of the Association.

3. Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

4. Amplification. The provisions of this Article are amplified by the Articles of Incorporation of the Association and the By-Laws of the Association; provided, however, that no present or future provision of such Articles of Incorporation or By-Laws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein except with the written consent of all of them who own interests at the time of such consent.

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ARTICLE VIII.
CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

1. The Management Body. The Association is hereby designated to be the "Management Body" as provided in Section 55-1503 and 55-1506 of the Idaho Code and shall administer the Project in accordance with the Condominium Property Act of such code, the Articles of Incorporation and By-Laws of the Association and the provisions of this Declaration.

2. The Common Area. The Association, subject to the rights of the Owners set forth in Article III hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair; however, each Owner of a Unit shall keep the Limited Common Area designated for use in connection with his Unit in a clean, sanitary and attractive condition, and shall maintain and repair the heating equipment and water heater servicing his Unit exclusively. The Association shall be responsible for the maintenance and repair of exterior surfaces of buildings and improvements located on the Project, including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, the maintenance and repair of the Common Area, including utility lines, areas for access to any automobile parking structures

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constituting part of the Project and all other improvements or materials located within or used in connection with the Common Area with the exception of broken windows to a particular Unit the replacement of which shall be the responsibility of the Owner of such Unit. The Association shall maintain in a proper first class manner all landscaping and natural vegetation constituting part of the Common Area, including assuring the preservation of good visual continuity between landscaped areas and natural vegetation. The specifications of duties of the Association with respect to particular Common Area shall not be construed to limit its duties with respect to the other Common Area, as set forth in the first sentence in this Section. The cost of such management, maintenance and repair by the Association shall be borne as provided in Article III.

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

3. Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are

furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each Unit.

4. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owner, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Area. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under a foreclosure shall entitle the purchase to the interest in such personal property associated with the foreclosed Unit.

5. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. Such rules and regulations may include,

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without limitation, assignment of particular portion of storage areas within the Common Area for exclusive use by Owners of particular Units. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or obligations, or to obtain damages for non-compliance, all to the extent permitted by law.

6. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by Law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

7. Agreements with Adjacent Property Owners. The Association shall have the specific authority to negotiate and enter into cross access, use and easement agreements with Westwood Inc. and Westwood Terrace Owners Assoc. and other agreements for provision of services by the Association on a contractual basis to owners of adjacent real properties, and for cross-use or access to Common Area by adjacent property owners and by members of the Association to adjacent property, upon such terms as the Board of Directors of the Association may determine to be beneficial and advantageous to the Association and its members.

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ARTICLE IX. ASSESSMENTS

1. Agreement to Pay Assessment. Declarant, as to each Condominium, and each Owner of any Condominium (by the acceptance of a deed from Declarant whether or not the covenant be so expressed in the deed) hereby covenants and shall be deemed to covenant and agree with each other and with the Association to pay to the Association periodic assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

2. Amount of Total Periodic Assessments. The total periodic assessments against all Condominium shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area or furnishings, electricity, water sewer and trash collection services, and other common services, which estimates may include, among other things, expenses of management; taxes and special assessments until the Condominiums are separately assessed as provided herein or to the extent they are not separately assessed; premiums for all insurance which the Association is required or

permitted to maintain pursuant hereto; landscaping and care of grounds; common lighting and heating; water charges; trash collection; sewer service charges; repairs and maintenance; wages for Association employees, legal and accounting fees; any deficit remaining from an insufficient advance estimate from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking funds; and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

3. Apportionment of Periodic Assessments. Expenses attributable to the Common Area and to the Project as a whole shall be apportioned among all Owners in equal proportion to the interest in the Common Area owned by each.

4. Notice of Periodic Assessments and Time for Payment Thereof. The Association shall make periodic assessments, which assessments shall be annually, quarterly or monthly as the Association shall from time to time determine. The Association may, in its discretion, allow assessments to be paid in installments. Written notice of assessment shall be given to each Owner, which notice shall specify the amount of the assessment and the date or dates of payment of the same. No payment shall be due less than fifteen (15) days after the said written notice has been given. Each periodic assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid

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within thirty (30) days after such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Unit for such assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen days after such notice have been given.

5. Special Assessments for Capital Improvements. In addition to annual assessments authorized by this Article, the Association may levy at any time a special assessment, payable over such a period as the Association may determine, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common area owned by each. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of twelve

percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

6. Lien for Assessments. All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association upon recording of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such Unit except only for: (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; (b) liens for all sums unpaid on a first Mortgage, or on any Mortgage to Declarant, duly recorded in Bonner County, Idaho real estate records, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (c) labor of materialmen's liens, to the extent required by law. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To create a lien for sums assessed pursuant to this Article, the Association shall prepare a written notice of assessment setting forth the amount of the assessment, the

date due, the amount remaining unpaid, the name of the record Owner of the Unit and a description of the Unit. Such notice shall be signed by the Association and recorded in the Office of the County Recorder of Bonner County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale by the Association after failure of the Owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust, or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Bonner County, Idaho real estate records,

upon payment of all sums made the subject of a record. Any encumbrancer holding a lien shall not be required to pay, but shall not be required to release the lien created by this instrument. The encumbrancer shall be subject to the same provisions of this Association with respect to the same.

The Association shall have the right to foreclose on any unpaid assessments against the Unit more than ninety days after the date of recordation provided, however, that such notice shall be furnished to the Association at least ten days prior to the encumbrance.

Unless sooner satisfied, the lien created by this instrument (foreclosure) in this Section, any lien created by this instrument shall expire and be of no further force and effect on the date of recordation of said instrument; however, that said one year period shall be extended by the Association for not to exceed one year by a written extension signed by the Association and filed in the office of the County Recorder prior to the expiration of the one year period.

7. Personal Obligations. The Association shall have the right to assess periodic or special assessments against the Unit for the maintenance of the common areas.

upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Any encumbrancer holding a lien on a Condominium may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall report to any encumbrancer of a Condominium any unpaid assessment remaining unpaid for longer than ninety days after the same shall have become due; provided, however, that such encumbrancer shall first have furnished to the Association written notice of such encumbrance.

Unless sooner satisfied and released or the enforcement thereof (foreclosure) initiated as provided earlier in this Section, any lien created pursuant to this Section shall expire and be of no further force or effect one year from the date of recordation of said notice of assessment, provided, however, that said one year period may be extended by the Association for not to exceed one additional year by a written extension signed by the Association and recorded in the office of the County Recorder of Bonner County, Idaho, prior to the expiration of said first one-year period.

7. Personal Obligation of Owner. The amount of any periodic or special assessment against any Unit which is assessed against the Unit after ownership is acquired by a

particular Owner shall be the personal obligation of such Owner thereof to the Association for such assessment, and the Association shall have no obligation or liability for such assessment, and the Association shall not be required to secure the same.

personal obligation of the Common Area of the Association.

8. Statement of Account. The Association shall provide to the fee not to exceed \$25.00 or any Mortgagee, purchaser of a Condominium, or any other person who has provided a written statement of account for Assessments, if any, the amount of the most recent assessment due, and that such assessment shall be a credit for the benefit of the person making payments or prepaid assessments. Such statement shall be conclusive upon the person who relies thereon in good faith. The Association shall provide a statement of account for any assessment which became due prior to the date of the statement, and such statement shall become subordinate to the lien for such unpaid assessments, and shall automatically as to such

particular Owner shall be the personal obligation of such Owner thereof to the Association. Suit to recover a money judgement for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his Unit.

8. Statement of Account. Upon payment of a reasonable fee not to exceed \$25 and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth: the amount of the unpaid Assessments, if any, with respect to such Condominium; the amount of the most recent periodic assessment and the date that such assessment becomes or became due; the amount of credit for the benefit of such Condominium for advanced payments or prepaid insurance premiums. Said statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with by issuance of a statement within twenty days, all unpaid assessments which became due prior to the date of making such request shall become subordinate to the lien of Mortgagees who acquire their interest subsequent to requesting such statement, and the lien for such unpaid assessments shall be released automatically as to its effect upon any purchaser who

acquires his interest after making such request if the statement is not furnished within the twenty-day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten days thereafter.

9. Personal Liability of Purchaser for Assessments. A purchaser of a Condominium shall be jointly and severally liable with the Seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance provided that such unpaid prior assessments are disclosed by the Statement of Account, if one is requested and given, as provided in Section 8 hereof and provided such unpaid prior assessments are not released by reason of failure of the Association to provide the statement within the allowable time as provided in Section 8. Said liability shall be without the prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such unpaid prior assessment.

IX. LAND USE RESTRICTIONS

1. The following restrictions and limitations shall apply to the use of all property located within the Project PROVIDED, HOWEVER, that these provisions shall not apply to any improvement or structure constructed on Common Area by

Declarant, or to any other person during the construction period.

a. No noxious or offensive odors, fumes, or vapors shall be carried on or from any unit or shall anything be done which may be or become a source of unreasonable embarrassment or annoyance to other owners of their units or the

b. Without limitation of the foregoing, no external signs, whistles, bells or other devices or security devices used in connection with a unit shall be placed on or about the unit without prior written approval of the Community Design Committee ("Committee") organized pursuant to Article of this Article.

c. There shall be no use of the Common Area.

d. Subject to the rules and regulations of the Association (hereinafter referred to as the "Association") a reasonable number of dogs and well controlled cats and animals shall be kept

Declarant, or to any original unit construction during the construction period.

a. 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 other owners in the enjoyment of their units or the common area.

b. 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 Community Design Committee (herein "Committee") organized pursuant to Paragraph 2 of this Article.

c. There shall be no camping upon any Common Area.

d. Subject to any Rules adopted by the Association (herein "Association Rules"), only a reasonable number of generally recognized and well controlled house pets and no other animals shall be kept in a Unit.

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

(1) Such signs as may be required by legal proceedings,

(2) Such signs as Declarant may erect or maintain on a 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 complied with such permit.

f. Except to the extent desired by Declarant to be used in connection with, and during, the development and sale of units within the Project, 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 Association Rules in effect from time to time. No stripped down, wrecked or junk motor vehicle 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.

g. All garbage, rubbish, and trash shall be kept in covered containers within units, or in areas designated for such purpose by Association 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 and trash shall be in strict compliance with Association Rules.

h. 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.

i. No gainful occupation, profession or trade shall be maintained in any Unit without

the prior approval of the Association that this provision shall not restrict Declarant's right to sell the sale of all Units and shall not prevent owners from

j. There shall be no discharge of firearms

k. No exterior signs shall be installed on the Project except of a height, as determined by the Committee, provided that such restriction shall not apply to a facility installed by the Association. No action shall be taken within the Project with respect to televisions or radio receivers except with the prior approval of the Association.

l. There shall be no storage of explosives within the Project except as permitted by the Association. This provision shall not restrict the Declarant's right to sell in connection with, and the sale of Units with

the prior approval of the Association except that this provision shall in no way limit or restrict Declarant in its activities prior to the sale of all Units within the Project nor prevent owners from renting their Units.

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

k. No exterior antenna of any sort shall be installed or maintained on a 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 the Declarant or the Association. No activity shall be conducted within the Project which interferes with televisions or radio reception in the Project, except with the prior written permission of the Association.

l. There shall be no blasting or explosives within the Project except as permitted by the Association and except that this provision shall in no way limit or restrict the Declarant in its activities in connection with, and during, the development and sale of Units within the Project.

m. No or other goods such a manner from neighboring property.

n. The except barbecue facilities or designated for purpose. No which create nuisance, or prevention of

o. All within the Project not public roads as a condition of Sandpoint, Idaho approved by the Association shall require such roads, and

p. The all times be used and user charges to the Association

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

n. There shall be no exterior fires, except barbeque fires contained within facilities or receptacles and 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.

o. All roads, curbs and sidewalks within the Project 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 owners, the City shall require the dedication to public use of such roads, curbs or sidewalks.

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

g. No improvement, excavation or other work which in any way alters any common area shall be made except upon written assent of the Committee and the Association Board of Directors.

r. There shall be no use of common area which injures, erodes, or scars the same or the vegetation thereon, or increases the cost of maintenance thereof, unless expressly permitted 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 lots of their Units.

2. Community Design Committee. A Community Design Committee (the "Committee") is hereby created, subject to the following:

a. The Committee shall consist of three (3) members, to serve at the pleasure of the Association Board of Directors. Committee members shall be appointed by the Board of Directors annually. Each of said Committee members shall hold his office until such time as he has resigned, has been removed, or his successor has been appointed.

b. The members of the Board of Directors

c. Any action of the Committee shall be subject to the approval of the Board of Directors. The Board of Directors may refer any matter to the arbitration of the Association.

d. It shall be the duty of the Committee to consider and recommend proposals or plans to the Board of Directors to it pursuant to the authority delegated to it by the Board of Directors.

e. The Committee shall have the right to call upon the members of the Association for information and shall keep and maintain records of its activities.

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

c. Any person affected by a decision of the Committee shall have the right within (30) days after such decision to appeal Committee action to the Board of Directors of the Association. The decision of the Board of Directors may be brought to arbitration under the arbitration provision of the by-laws of the Association.

d. 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 of Directors of the Association.

e. 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

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taken by it at such meetings or otherwise. Unless authorized by the Board of Directors of the Association the members of the Committee shall not 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.

f. The Committee shall have the exclusive power to adopt, amend and repeal rules and regulations subject to approval of the Board of Directors, to be known as "Committee Rules," which interpret or implement the provisions of the Declaration 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 shall have specific authority to review the design, expressly including exterior finish, of any unit or building to be constructed within the project, as to quality and compatibility with structures and

improvements then existing, subject to the limitation that Committee actions shall be taken in good faith. No new structure shall be constructed without prior submission of plans and specifications to the Committee prior to initiation of construction. Any Committee rule or regulation may be appealed to the Board of Directors of the Association.

g. 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, or (c) the development or manner of development of any property within the Project.

1. Types of Insurance. The Association shall obtain and keep in full force and effect insurance coverage provided by the State of Idaho business in Idaho. The provisions shall be construed to limit the power of the Association to obtain and maintain insurance coverage required hereunder in such forms as the Association may determine at any time.

(a) Property Insurance. The Association shall obtain insurance on the project for full replacement thereof in the event of destruction from the perils covered by the policy obtained, all in the manner and form similar multiple family residential property of the Project would, in the Association's judgment, obtain such insurance. The policy shall include fire and extended coverage for theft, mischief, and such other risks as the Association shall deem it prudent to insure against.

(b) Comprehensive Liability Insurance. The Association shall purchase comprehensive liability insurance in such amounts and in such form

XI. INSURANCE

1. Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

(a) Property Insurance. The Association shall obtain insurance on the project in such amounts as shall provide for full replacement thereof in the event of damage or destruction from the perils against which such insurance is obtained, all in the manner in which a corporation owning similar multiple family residential buildings in the vicinity of the Project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate.

(b) Comprehensive Liability Insurance. The Association shall purchase comprehensive general liability coverage in such amounts and in such forms as it deems advisable.

(c) Workmen's Insurance. The Association shall obtain workmen's compensation and employer's liability insurance in the amounts and in such forms as shall be required by law.

(d) Fidelity Insurance. The Association shall purchase, in such amounts and in such forms as shall be appropriate, coverage against theft, destruction or destruction of records, forgery, and such other risks as shall be deemed appropriate.

(e) Other. The Association shall obtain such other insurance as it shall deem appropriate, including any policies or coverages thereon.

2. Form. The Association shall execute one or more forms or forms naming the Association as the insured for the Owners, and which shall provide for a standard loss payable clause which shall provide that proceeds to the Association shall be paid to the Association's respective first Mortgagee. The Association shall give notice to the Association's Mortgagee that the Association shall be used in accordance with the provisions of this Article. The Association shall also provide that the Association shall be insured or the insurance shall be assigned to the Association.

(c) Workmen's Compensation, and Employer's Liability Insurance. The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance in respect of employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance. The Association shall purchase, in such amounts and in such forms as it shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

(e) Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

2. Form. Property Insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the Owners, and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee of the Owners, and for the respective first Mortgagees which from time to time shall give notice to the Association of such first Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty days' prior

written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner who requests it and to Declarant a true copy of such policy together with a certificate identifying the interest of the Owner.

Public liability and property damage insurance shall name the Association the insured, as trustee for the Declarant and the Owners, and shall protect Declarant and each owner against liability for acts of the Association or of each other in connection with the ownership, operation, maintenance or other use of the Condominiums and the real property.

3. Insurance Proceeds. The Association shall receive the proceeds of any property damage insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein the Proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the damaged buildings shall not be rebuilt, the proceeds shall be distributed to the Owners of damaged Units in such a manner as to fairly and proportionately, to the largest practical extent, reimburse the Unit Owner for his loss.

4. Owner's own Insurance. Notwithstanding the provisions of Section 11.1 and 11.2 hereof, each Owner may obtain insurance at his own expense providing coverage upon his Unit,

his personal property, for such other risks as he may shall provide that it does insurance carrier's coverage insurance policies which th Article.

XII. CASUALTY

1. Affects Title. made subject to the terms and Declarant and all subsequent expressed in the deed by which
2. Association as irrevocably constitute and a lawful attorney in fact in the purpose of dealing with the destruction as hereinafter provided
3. General Authority. In fact, the Association shall have right and power to make, execute or other instrument with respect which may be necessary or appropriate herein granted. Repair and replacement used in the succeeding subparagraph

his personal property, for his personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the Association's insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article.

XII. CASUALTY, DAMAGE OR DESTRUCTION

1. Affects Title. Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires his Unit.

2. Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided.

3. General Authority of Association. As attorney in fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a Unit Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs mean restoring the Project

or a particular building which it existed prior to Area having substantially boundaries as before. The shall be available to the and reconstruction unless having interests in a part to rebuild.

In the event any rebuild the Association s Mortgage by payment in full Owners of the affected by agreement not to rebuild. for such purchase by special Declaration and shall rep the insurance pertaining agree not to rebuild.

4. Estimate of event causing damage to, project, the Association reliable and complete of that part of the Project

5. Repair or Re after receiving these estimates pursue to completion the the Project damaged or de

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or a particular building to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair and reconstruction unless the Owners and all first Mortgagees having interests in a particular Building unanimously agree not to rebuild.

In the event any Mortgagee should not agree not to rebuild the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners of the affected building or buildings are in unanimous agreement not to rebuild. The Association shall obtain the funds for such purchase by special assessments under Article IX of this Declaration and shall repay said assessments from the proceeds of the insurance pertaining to the Owner whose mortgagees refuse to agree not to rebuild.

4. Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the project, the Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

5. Repair or Reconstruction. As soon as practicable after receiving these estimates the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all

necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith if the insurance proceeds are adequate to pay the costs of such repair or reconstruction. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five per cent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications and the location of the Buildings shall be substantially the same as prior to damage or destruction.

6. Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article IX hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in that Article except that special assessments for reconstruction costs of a building or a Unit shall be assessed to Owners of Units in the Building or Buildings

affected by the damage not affected. Further amounts collected for reconstruction.

7. Disbursement. The insurance proceeds received from the Association hereinabove constituted and reconstruction first money disbursement reconstruction shall a balance after payment reconstruction such proportion to the cost from each Owner pursuant under Section 6 hereof.

8. Decision. The holders of first mortgage shall agree not to reimburse shall be proportionate of any cleanup or from the decision

affected by the damage or destruction and not to those who are not affected. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

7. Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 6 hereinabove constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction such balance shall be distributed to the Owners in proportion to the contributions (if any) which could be required from each Owner pursuant to the assessments by the Association under Section 6 hereinabove.

8. Decision Not to Rebuild. If all Owners and all holders of first Mortgages on Units in a particular building agree not to rebuild, as provided herein, the insurance proceeds shall be proportionately disbursed to said Owners, after payment of any cleanup or restoration costs associated with or arising from the decision not to rebuild.

XIII. REVOCATION

This Declaration shall not be construed to modify or repeal the provisions herein before made relating to the ownership of an aggregate ownership in the Units in the Project covering or affecting any interests as Mortgagees as to such revocation or amendment. Any such revocation or amendment shall not affect the Owner and every Unit whose interest is not decreased by any such amendment. Each and every Condominium

XIV. PERIOD

The Condominium shall continue until the provisions of Article XIII

1. Compliance

By-Laws of the Association and the provisions of this Declaration shall conform to the By-Laws of the Association

XIII. REVOCATION OR AMENDMENT TO DECLARATION

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of in excess of 50% or more of the Units in the Project and holders of any recorded Mortgage covering or affecting any or all of the consenting Units, whose interests as Mortgagees appear in such records, consent and agree to such revocation or amendment by instruments duly recorded. Any such revocation or amendment shall be binding upon every Owner and every Unit whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Condominium consents thereto.

XIV. PERIOD OF CONDOMINIUM OWNERSHIP

The Condominium ownership created by this Declaration shall continue until the Declaration is revoked in the manner provided in Article XIII of the Declaration.

XV. MISCELLANEOUS

1. Compliance with Provisions of Declaration and By-Laws of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the decisions and resolutions

of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

2. Registration of Mailing Address. Each Owner shall register his mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the By-Laws of the Association. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. All notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

3. Transfer of Declarant's Rights. Any right or any interest reserved hereby to the Declarant may be transferred or

assigned by the Declarant or any other person to any person of such rights or interests. 4. Owner's Obligations. The obligations of the Owner under and by this Declaration shall continue in full force and effect whether the Owner has leased or rented such property or not. The Owner shall have no obligation to pay any taxes accruing after he makes a conveyance to the extent that subsequent to the conveyance of the Association as to the conveyance.

5. Severability. If any provision of this Declaration or any clause hereof is held to be invalid by a court of law, the application thereof shall not affect the validity of the remainder of this Declaration, and the application of this Declaration, and the application of this Declaration, paragraph, sentence, clause or word shall not be affected in any circumstances shall not be affected.

6. Statute. This Declaration shall be in addition and supplement to the laws and Statute of the State of Idaho and

assigned by the Declarant either separately or with one or more of such rights or interests, to any person or entity.

4. Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue notwithstanding that he may have leased or rented such interest, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after he makes a valid conveyance of his Unit, except to the extent that subsequent expenses arise from collection efforts of the Association as to obligations arising prior to such conveyance.

5. Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

6. Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of Law.

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AMENDMENT

This Amended and Restated Declaration of Condominium is executed and adopted as of this 10 day of May, 1984.

DECLARANT:

WESTWOOD, INC.

By: [Signature]
MARC A. BRINKMEYER,
President

STATE OF IDAHO
County of Bonner

On this 10 day of May, 1984, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared MARC A. BRINKMEYER, known to me 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 of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

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

Idaho

[Signature]
Notary Public in and for
Residing at: [Signature]

CERTIFICATE OF ADOPTION

203

OF

AMENDMENT AND RESTATEMENT OF

WESTWOOD VILLAGE CONDOMINIUM DECLARATION

STATE OF IDAHO)
County of Bonner) ss.

JAMES WILLIS and Joyce Rubin, being the President and Secretary of the Westwood Village Homeowner's Association, also referred to as the Westwood Phase I Owner's Association and the Westwood Village Owner's Association, each being duly sworn upon their oath, deposes and says:

The foregoing Amendment and Restatement of Westwood Village Condominium Declaration, was duly enacted, approved and ratified by the members of the Westwood Village Homeowner's Association, in a duly constituted meeting called for such purpose on the 3rd day of September, 1983, and said Amendment and Restatement of Westwood Village Condominium Declaration was approved and ratified by owners representing more than fifty (50%) percent of the total percentage ownership of all units of Westwood Village.

JAMES WILLIS, President

Secretary

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

Notary Public in and for Idaho
Residing at: Pratt River

STATE OF IDAHO
County of Bon

On this the undersign Idaho, person the President the Associati acknowledged Association.

IN WITNE affixed my of last above wr

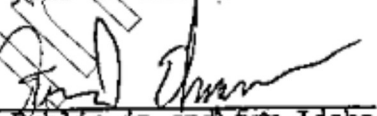
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STATE OF IDAHO)
County of Bonner } ss.

On this 31st day of December, 1983, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared JAMES WILLIS, known to me to be the President of WESTWOOD VILLAGE HOMEOWNER'S ASSOCIATION, the Association that executed the within instrument, and acknowledged to me that he executed the same for said Association.

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


Notary Public in and for Idaho
Residing at: _____

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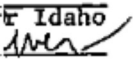
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SCHEDULE OF EXHIBITS

TO

AMENDMENT AND RESTATEMENT OF
WESTWOOD VILLAGE CONDOMINIUM DECLARATION

Unofficial Document

EXHIBIT A

AMENDMENT AND RESTATEMENT OF
WESTWOOD VILLAGE CONDOMINIUM DECLARATION

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 80 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 of 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.

SUZANNE COURT

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:

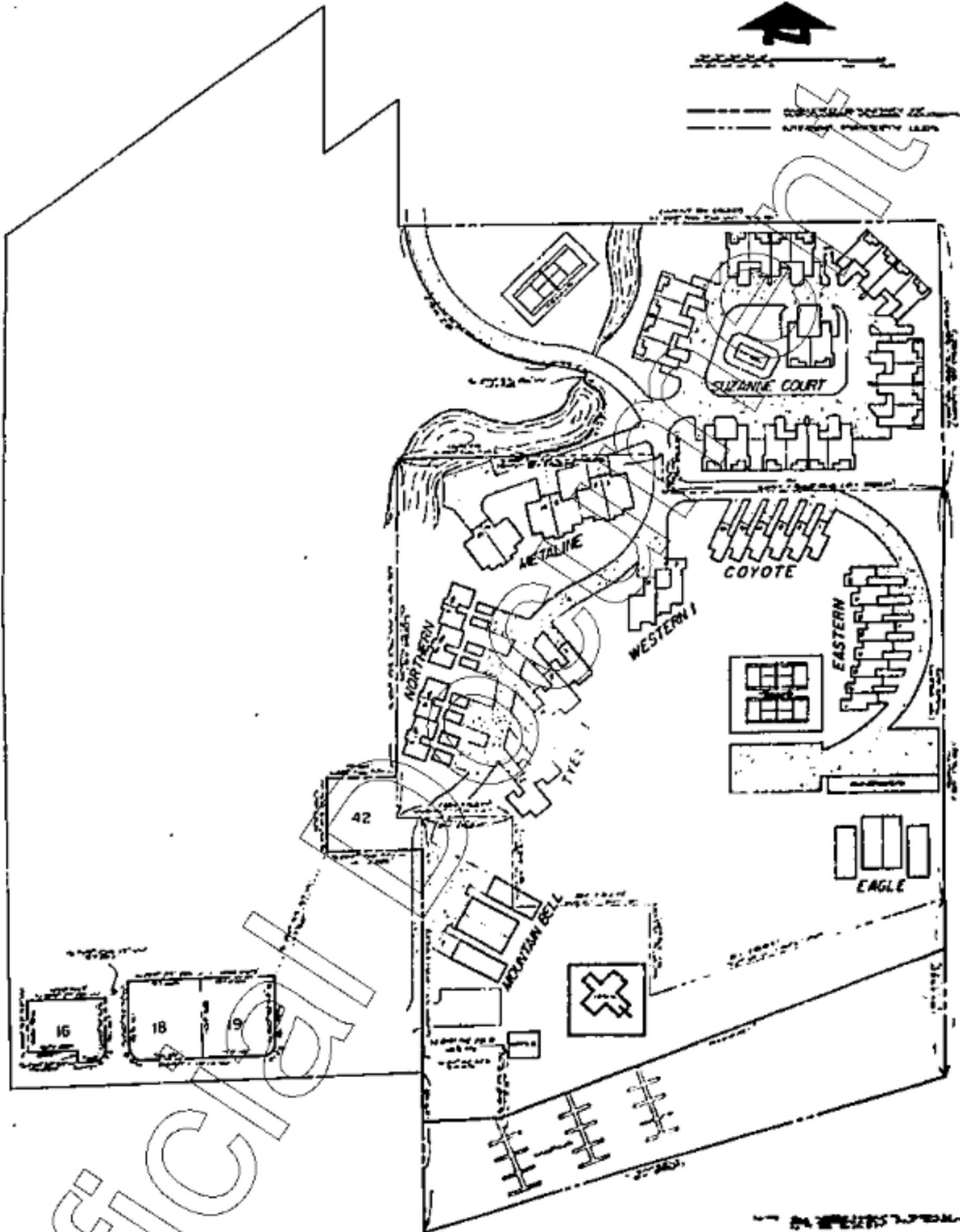
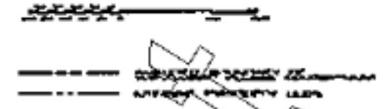
Beginning at the Northeast corner of said Section 28; thence South $45^{\circ}44'11''$ West, 2005.10 feet to the True Point of Beginning; thence North $88^{\circ}56'54''$ West, 701.91 feet to a point on the West edge of the Westwood Drive right-of-way; thence Southerly and Easterly along a curve of radius 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.



AMENDMENT AND RESTATEMENT OF
WESTWOOD VILLAGE CONDOMINIUM DECLARATION

EXHIBIT AA

208



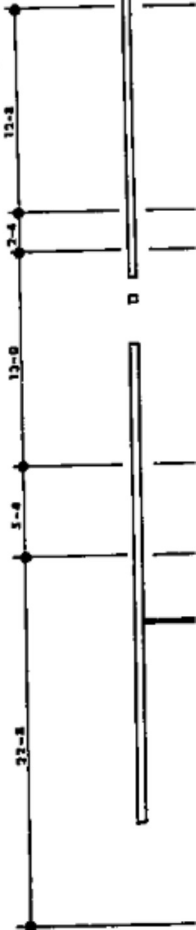
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AMENDMENT AND RESTATEMENT OF
WESTWOOD VILLAGE CONDOMINIUM DECLARATION

SUZANNE COURT

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 45.00 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.



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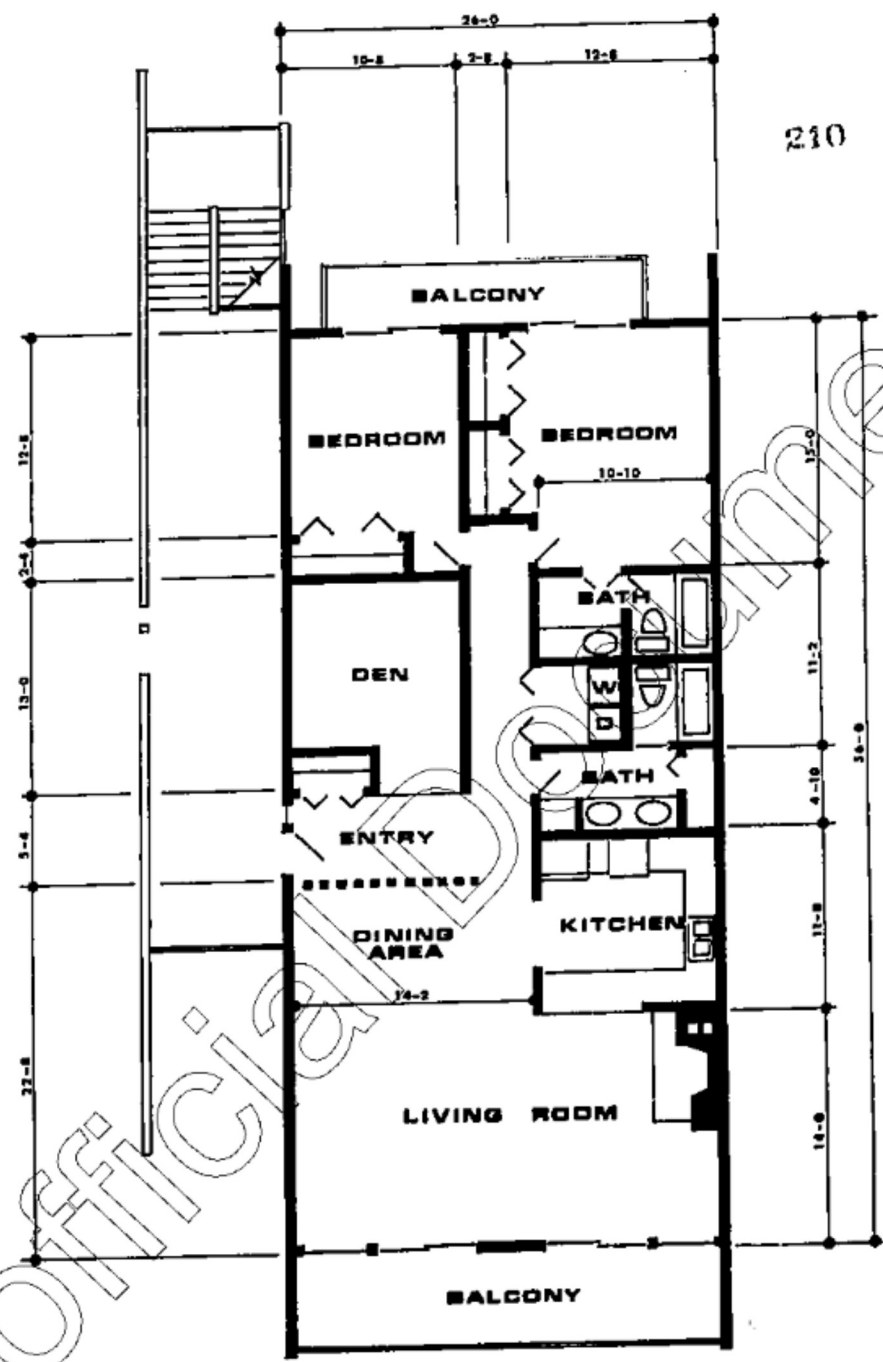


EXHIBIT B
FIRST & SECOND FLOOR PLAN
PERMITS

EXHIBIT BB TO AMENDMENT AND
RESTATEMENT OF WESTWOOD VILLAGE
CONDOMINIUM DECLARATION

The Bullfrog shall be one unit to be constructed on the following described property. The diagrammatic floor plans and building location to be added by amendment to this Declaration:

The Bullfrog, according to the Declaration of Condominium of Westwood Phase I, recorded in Book 52 of Miscellaneous, Page 32, as Instrument No. 153321, Records of Bonner County, Idaho, as amended by the Instrument recorded in Books 52, 61, 62 and 74 of Miscellaneous, Pages 148, 575, 145 and 133, respectively, Records of Bonner County, Idaho, together with an undivided interest in the common elements as set forth in said Declaration as amended to be appurtenant to the above described dwelling unit, more particularly described as follows:

Beginning at a point on the North-South Subdivision Line of said Section 28 which is 2549.84 feet, Southerly from the One-Quarter Corner between Sections 21 and 28; thence East 536.08 feet to the True Point of Beginning; thence North 02°42'42" East, 34.45 feet; thence North 89°52'28" East, 103.75 feet; thence South 00°23'21" West, 112.87 feet to a point on the bank of the Pend Oreille River; thence South 00°23'21" West to the mean high water line of the Pend Oreille River; thence Southwesterly along said high water line to a point that is South 00°03'00" East of the True Point of Beginning; thence North 00°03'00" West to a point on the bank of the Pend Oreille River; thence North 00°03'00" West 129.48 feet to the True Point of Beginning.



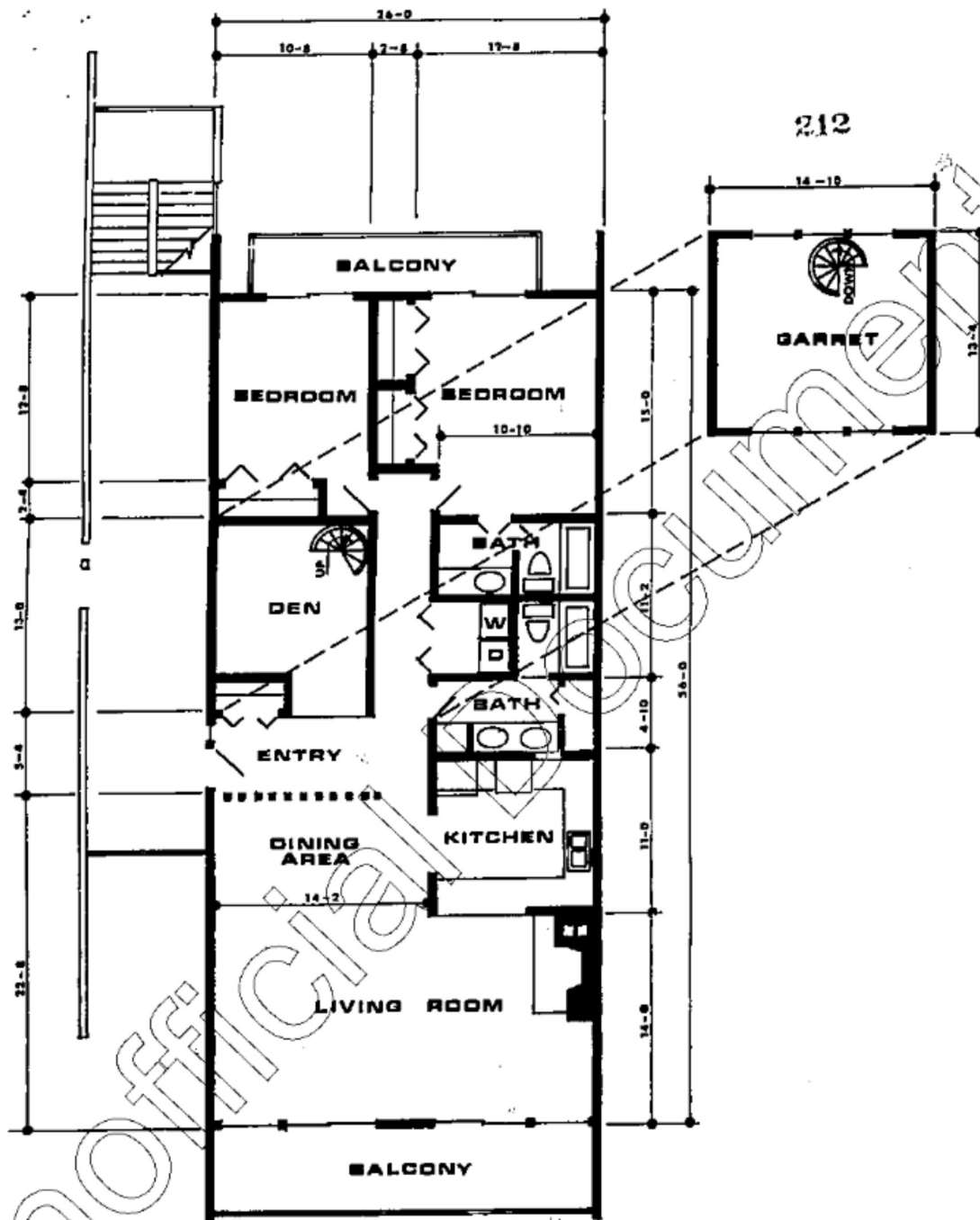
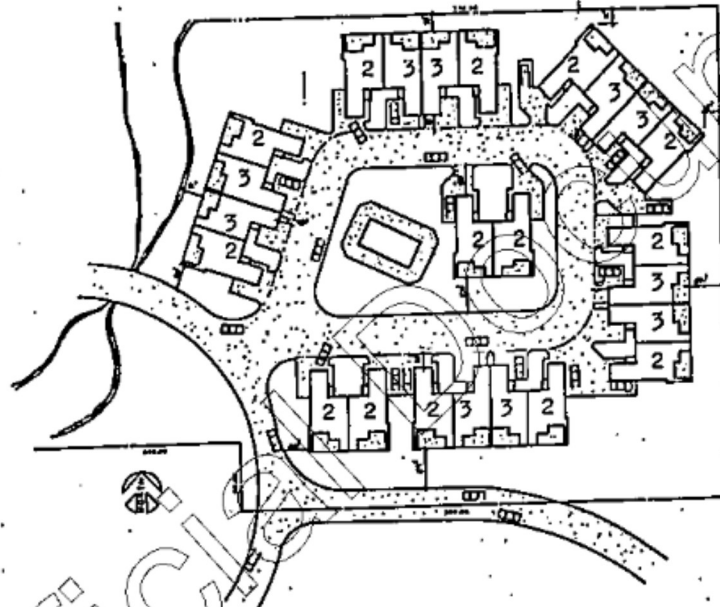
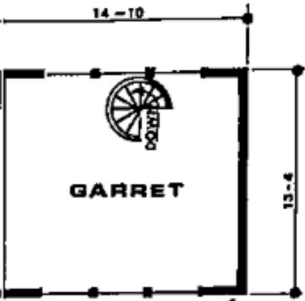


EXHIBIT C
THIRD FLOOR PLAN
PEND ORSILLE UNITS

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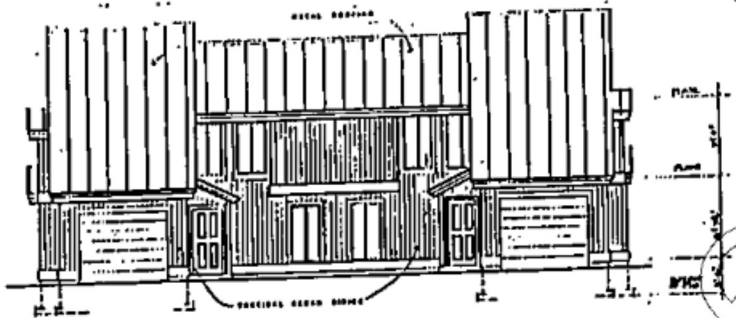
PROJECT INFORMATION
 22 CONDOMINIUM UNITS
 2100 S 1000 00L ST. SPOKANE
 ATTACHED 2 CAR GARAGE FOR EACH UNIT
 22 AUTOMOBILE PARKING SPACES

SUZANNE COURT SITE PLAN

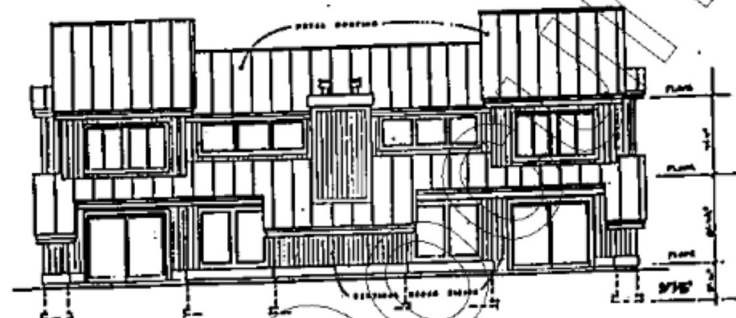
Note: The "2" and "3" shown for each unit indicates the number of bedrooms, plus a den, are in each unit.

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2-UNIT FRONT ELEVATION



2-UNIT REAR ELEVATION

PROJECT INFORMATION
 24 COMMERCIAL UNITS
 2010 S. 10200 DR. FT. RAIN
 ATTACHED 1 CAR GARAGE FOR EACH UNIT
 20 ACCESSORY PARKING SPACES

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EXHIBIT CC-3

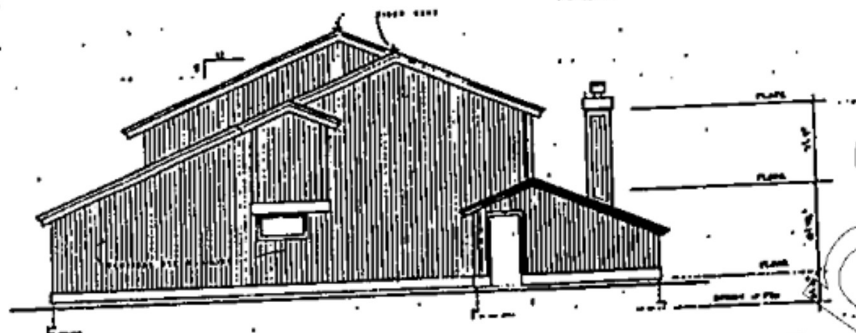
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4-UNIT FRONT ELEVATION

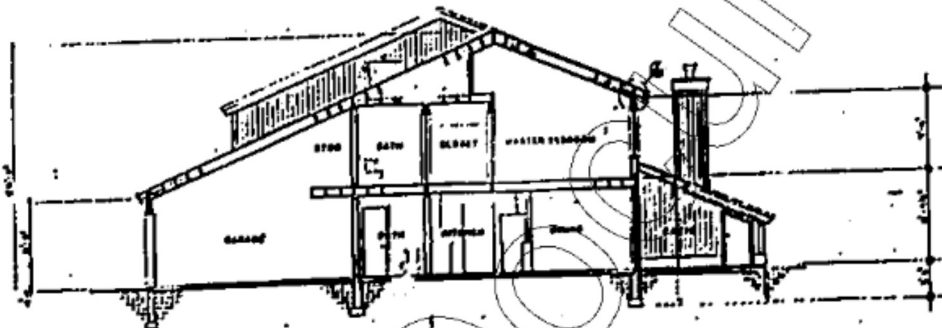
4-UNIT REAR ELEVATION

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TYPICAL SIDE ELEVATION

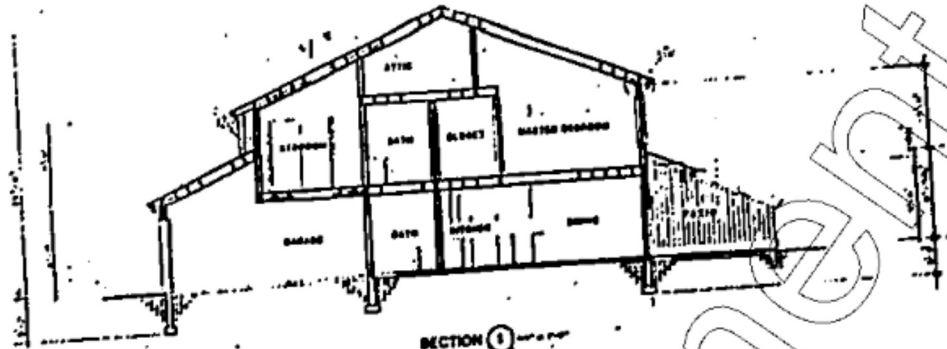


SECTION ①
Two Bedroom Unit Section

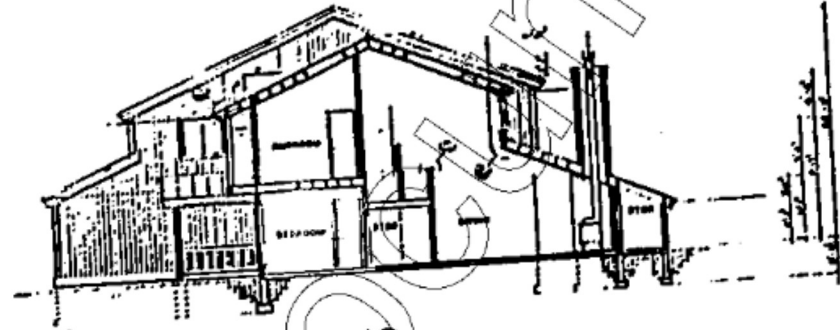
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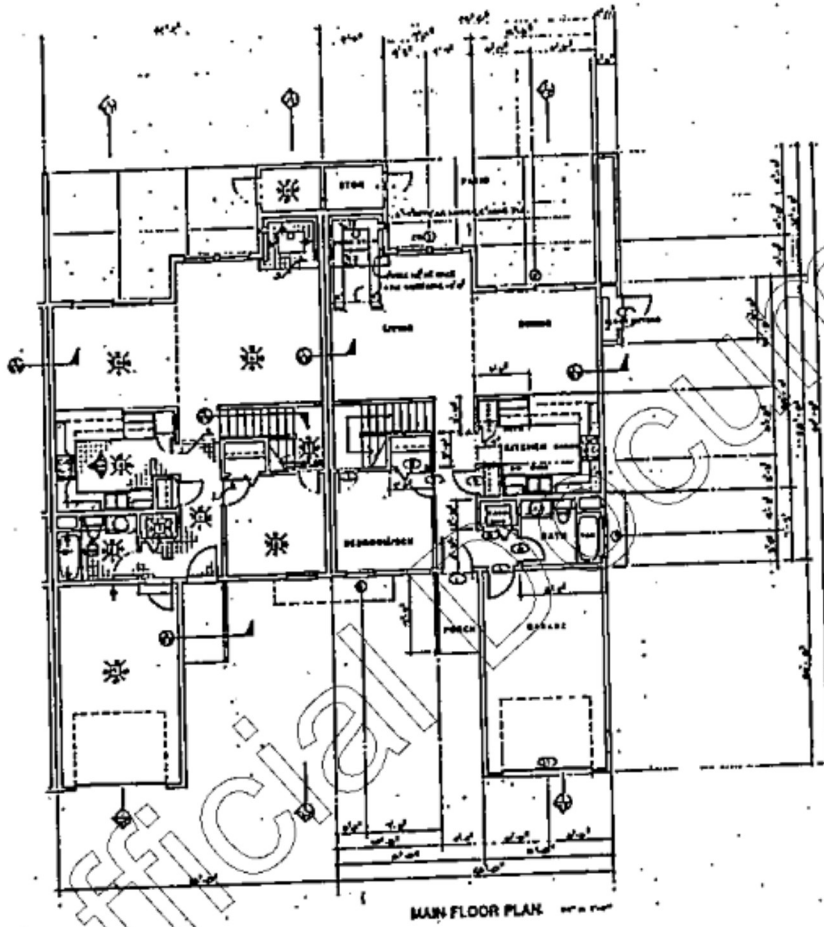
SECTION 1
Three Bedroom Unit Section



SECTION 2
Typical Section All Units

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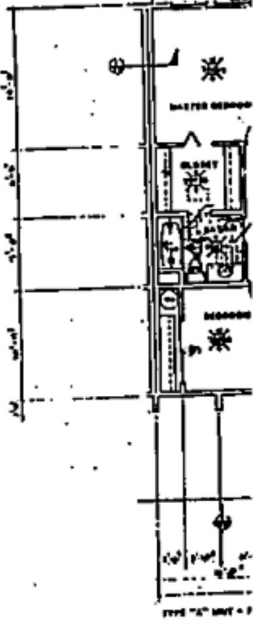


MAIN FLOOR PLAN

Typical For All Units

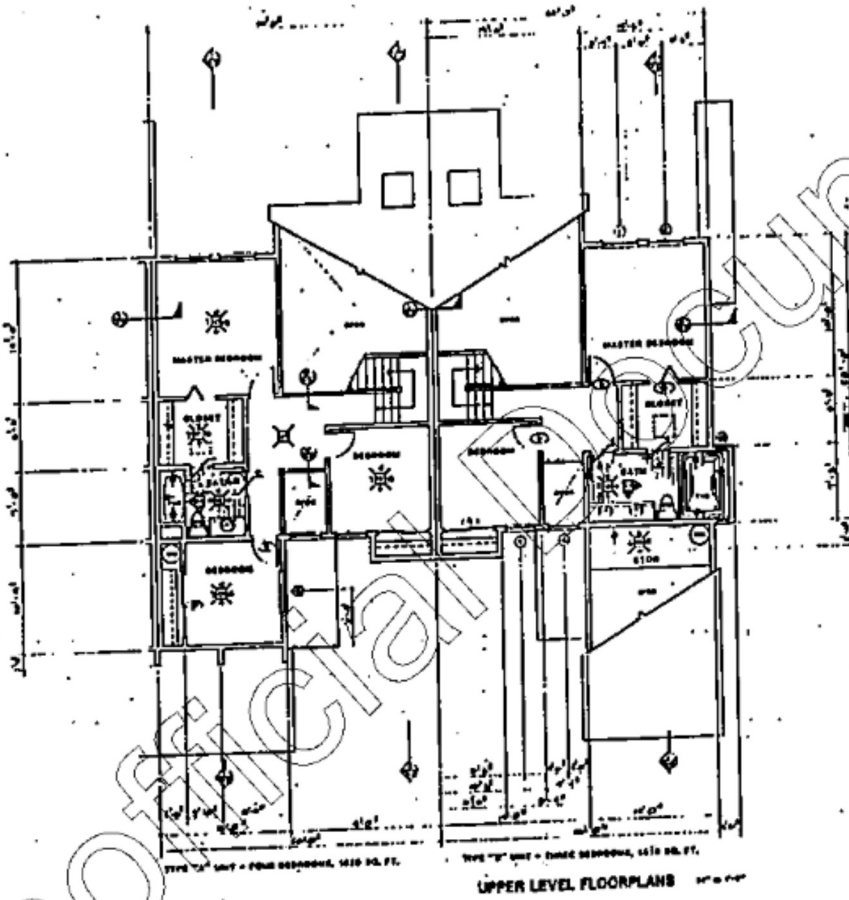
Note: For the purposes of these documents, the Main Floor Bedroom/Den is considered as a Den only.

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Three

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Three Bedroom Unit

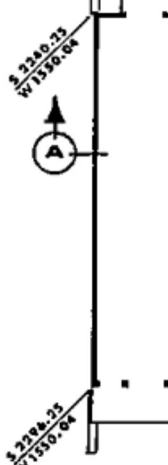
Two Bedroom Unit

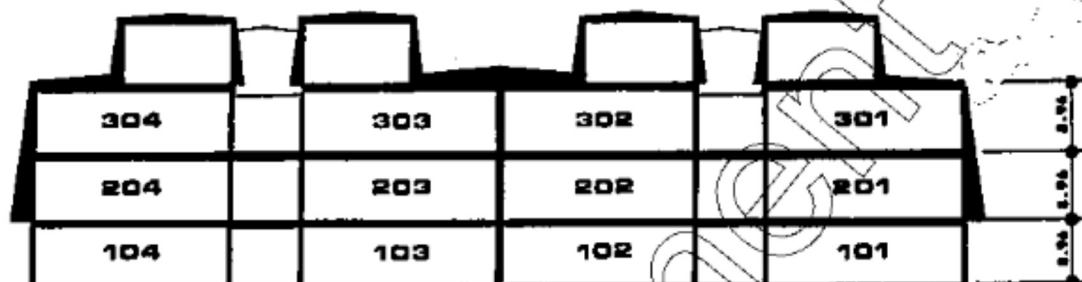
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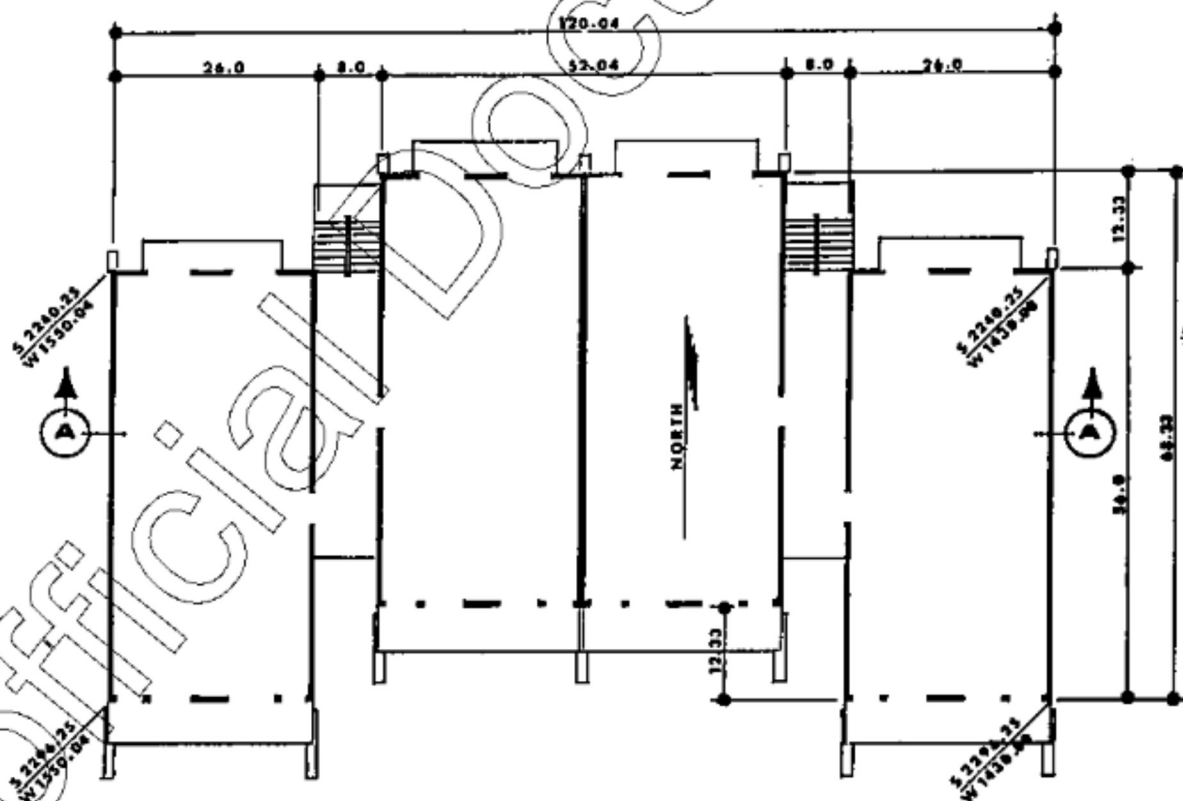
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matter thereof unless by written agreement with or written permission from
Christenson, Architect of Spokane, Wash.

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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 D
LOCATION MAP
"EAGLE" CLUSTER
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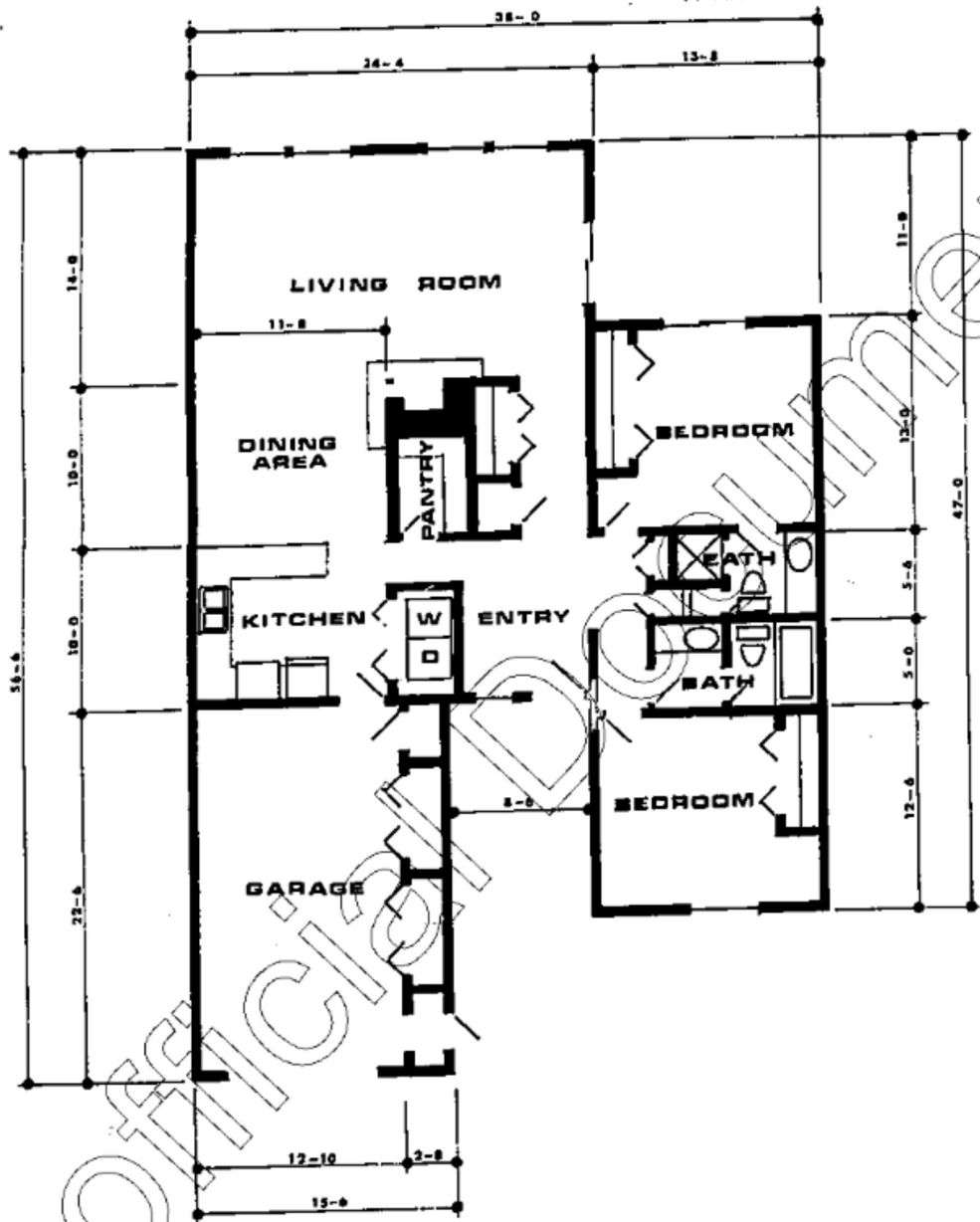


EXHIBIT E
FLOOR PLAN
SUNDANCE UNITS

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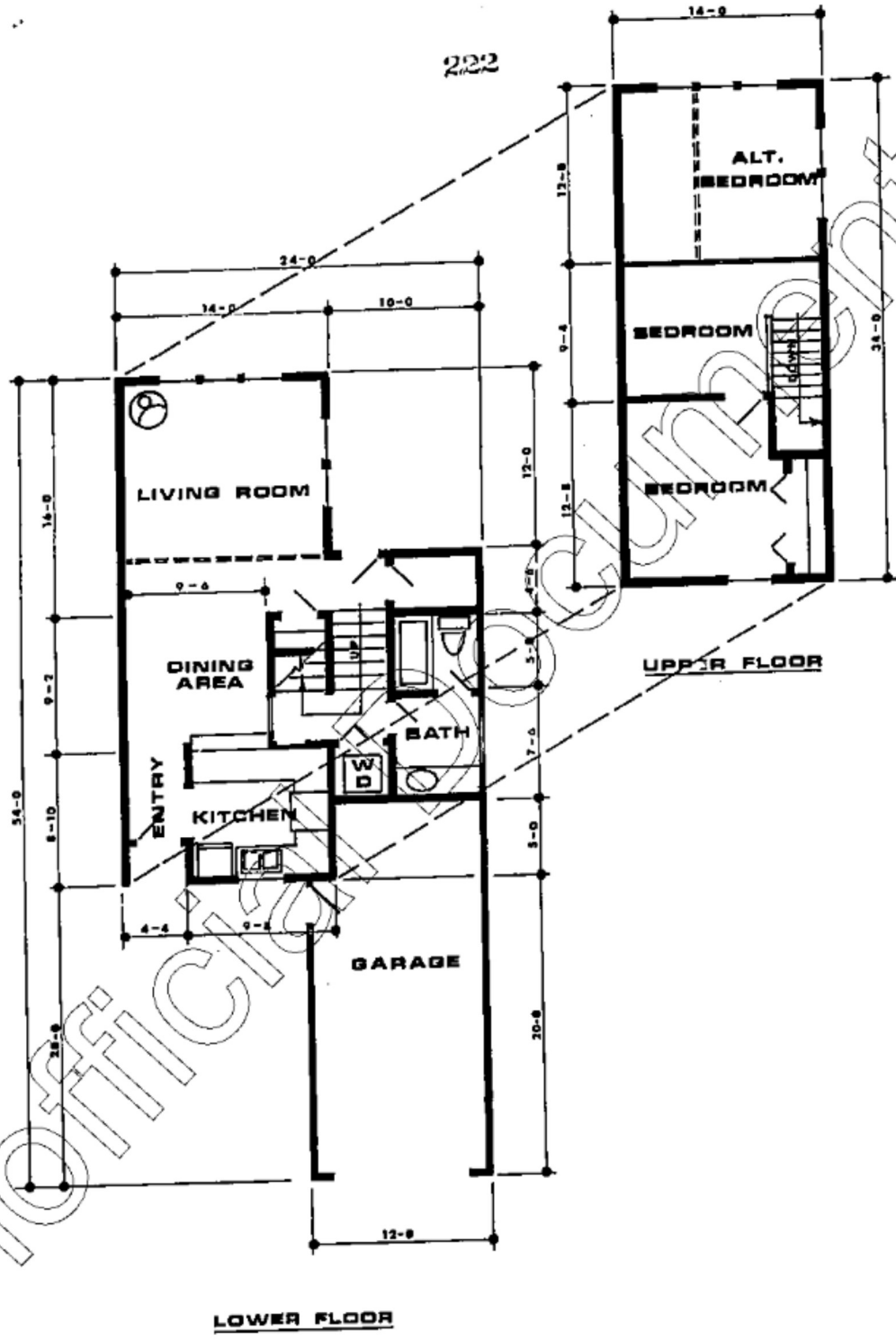
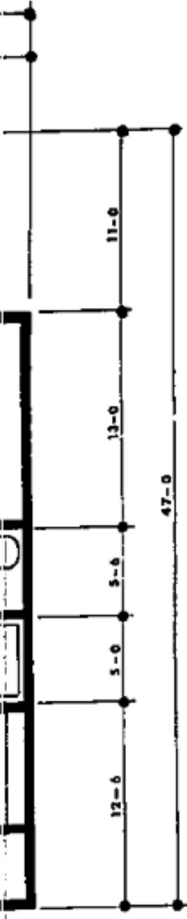


The "EAST"

featuring . . .

- Two Floors,
- Wall-to-Wall
- Drapes
- All Appliances
Dishwasher,
Disposal and
- Fireplace
- Counter Tile
- 2 Baths and
- Garage
- Optional Fu
- Electric Hea

222



E
PLAN
E UNITS

EXHIBIT F
FLOOR PLAN
SCHWEITZER UNITS

Discover A Very Private Community

Westwood CONDOMINIUMS, Inc.

BOX 219, SANDPOINT, IDAHO 83864
Phone 208-263-6838



- Lakefront Resort Living
- Snow Removal
- Complete Grounds Maintenance
- Marine and Boat Slip
- 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

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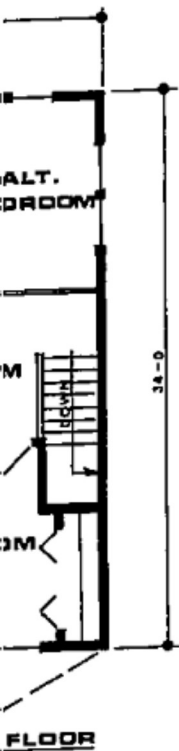
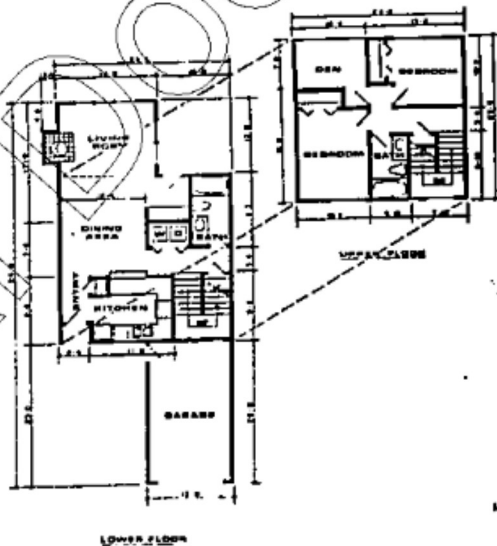
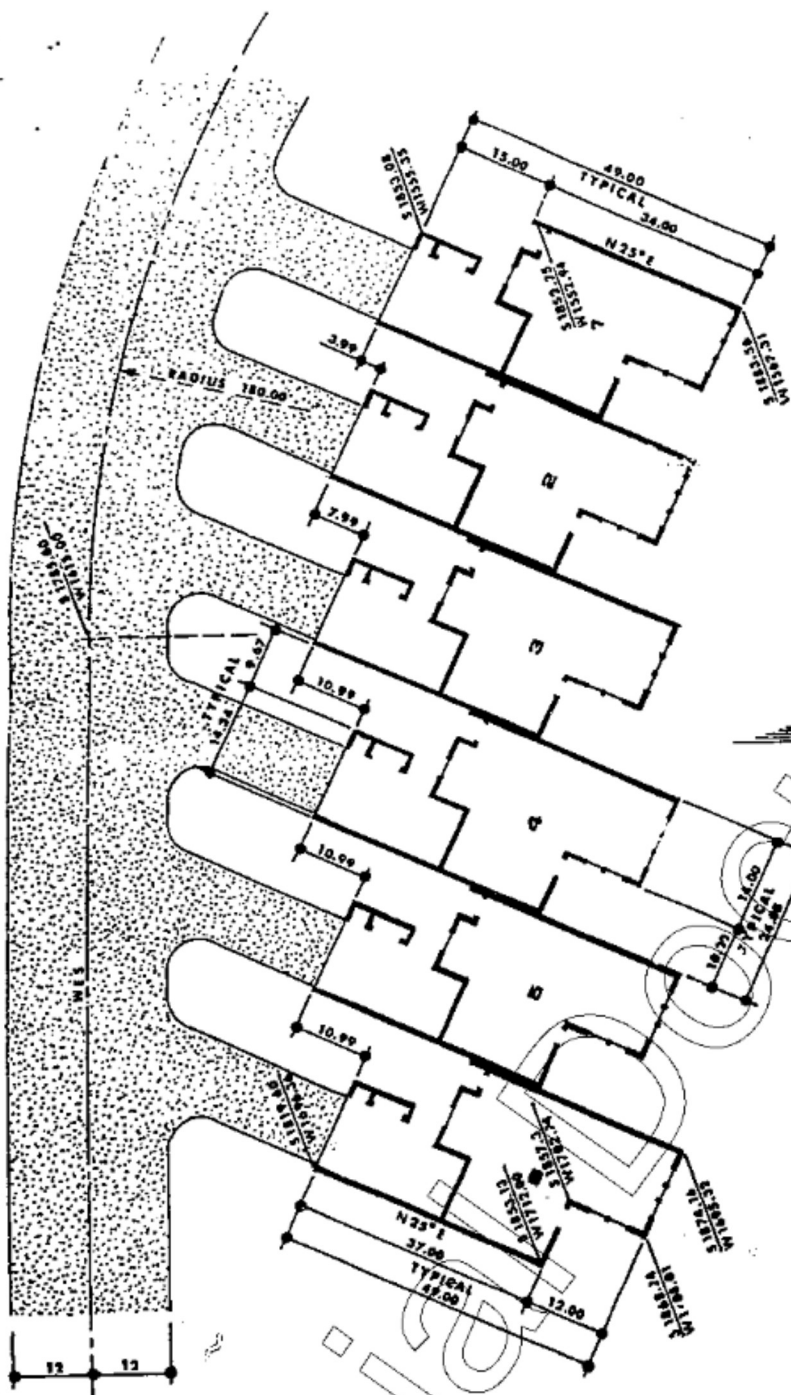


EXHIBIT 6

F
PLAN
PER UNITS



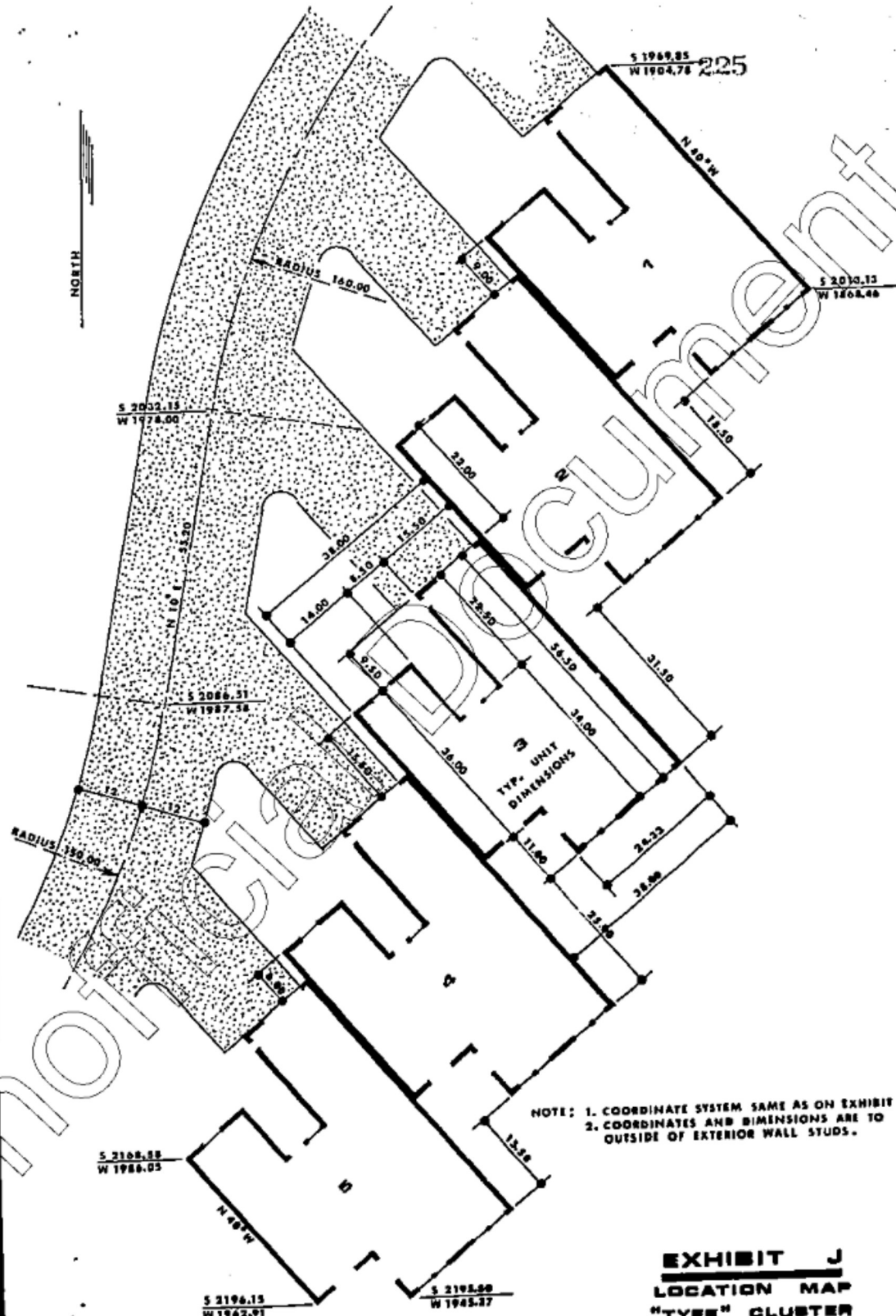
NOTE: 1. COORDINATE SYSTEM SAME AS ON EXHIBIT A.
 2. COORDINATES AND DIMENSIONS ARE TO OUTSIDE OF EXTERIOR WALL STUDS.

EXHIBIT I
LOCATION MAP
"COYOTE" CLUSTER
 OF
SCHWITZER LAND



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NORTH



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

EXHIBIT I
 LOCATION MAP
 "TYP. CLUSTER"
 OF
 LITZER UNITS

EXHIBIT J
 LOCATION MAP
 "TYP. CLUSTER"
 OF
 SUNSHADE UNITS

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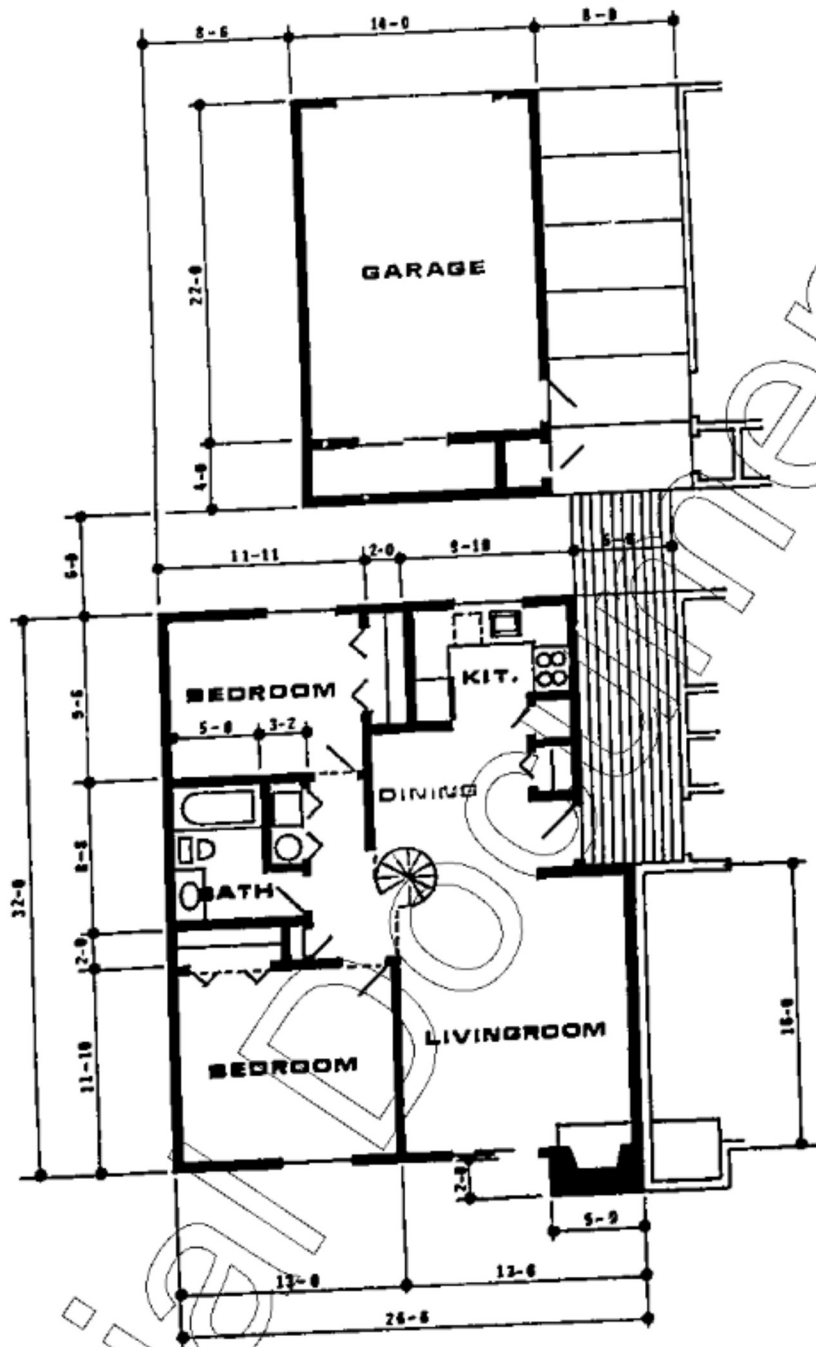
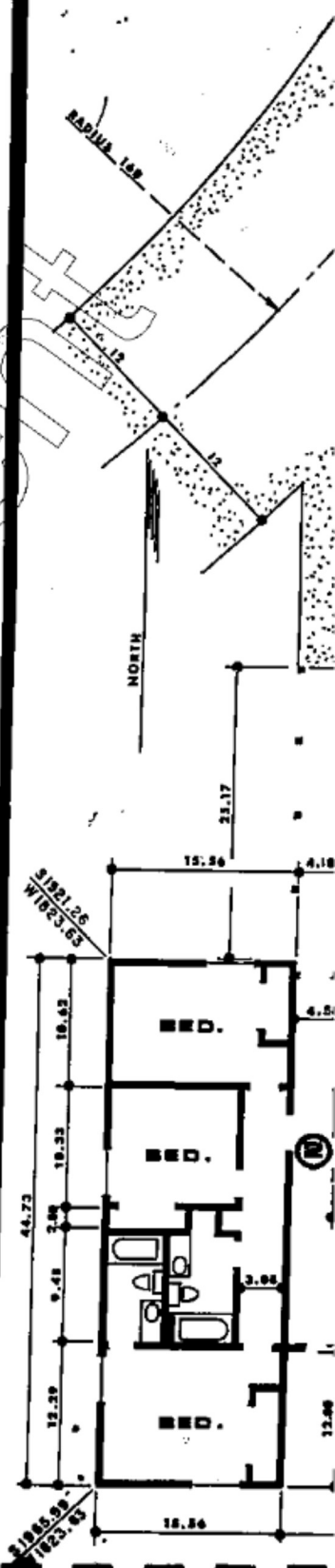
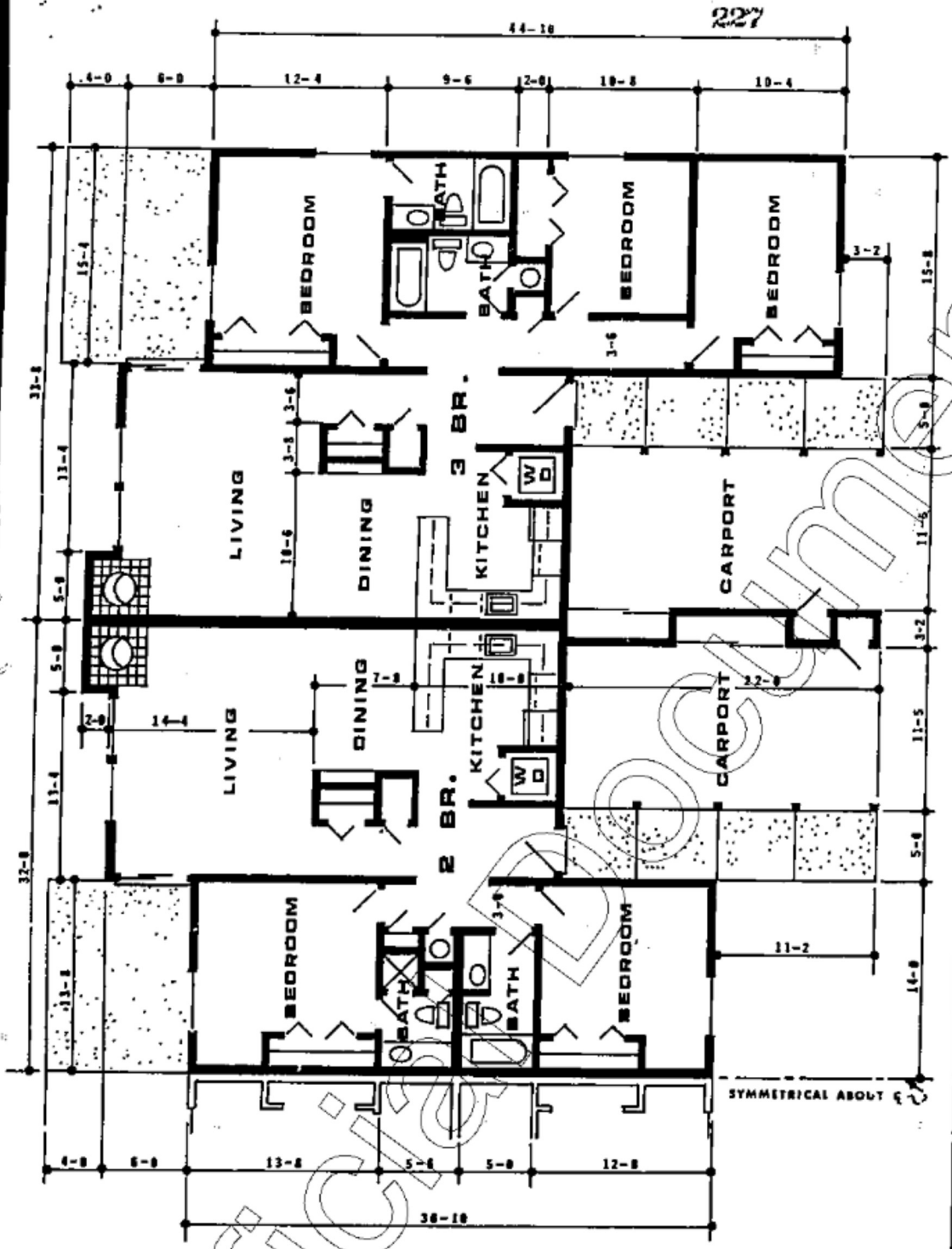


EXHIBIT K
 FLOOR PLAN
 NORTHERN UNITS

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NOTE.
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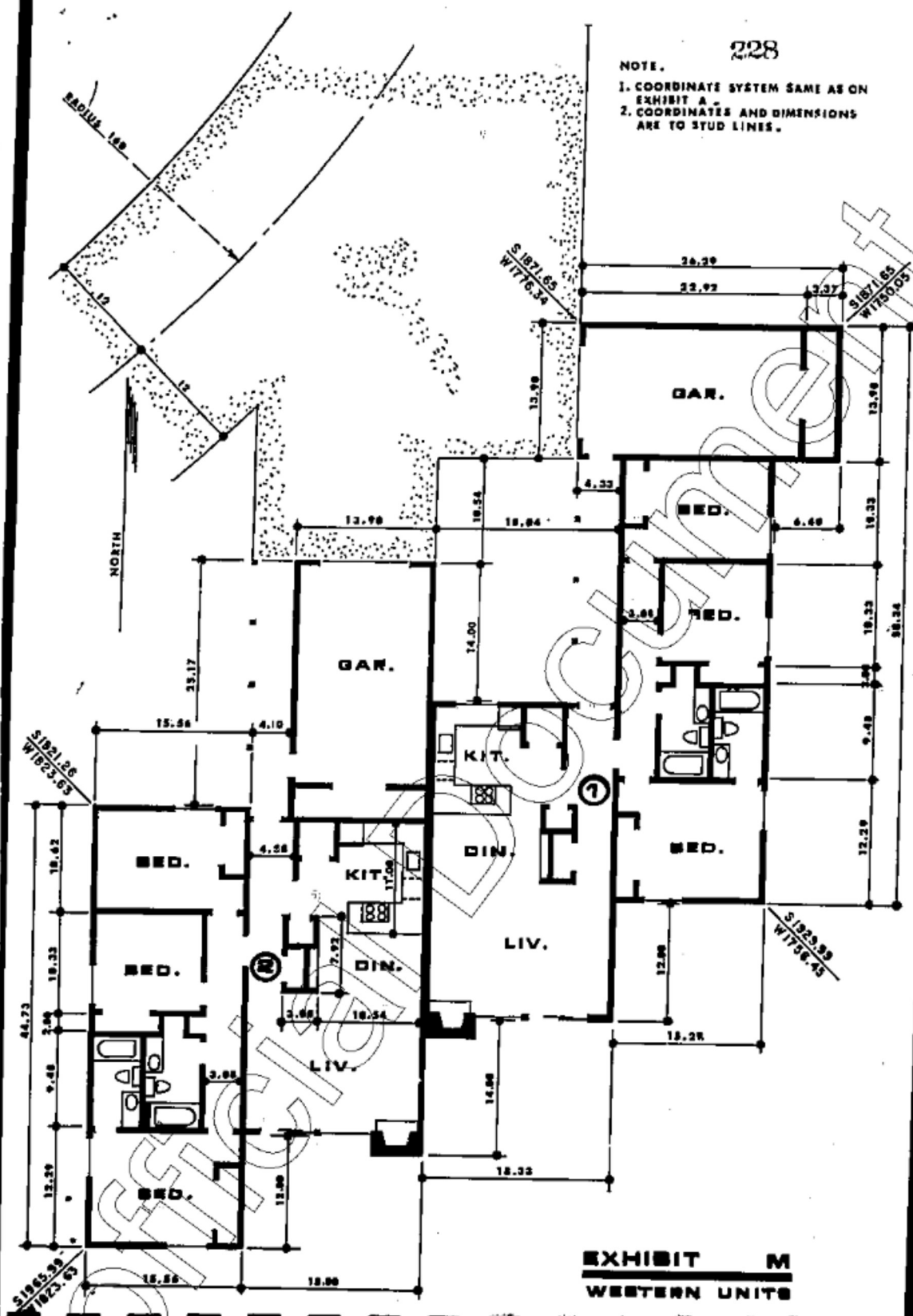
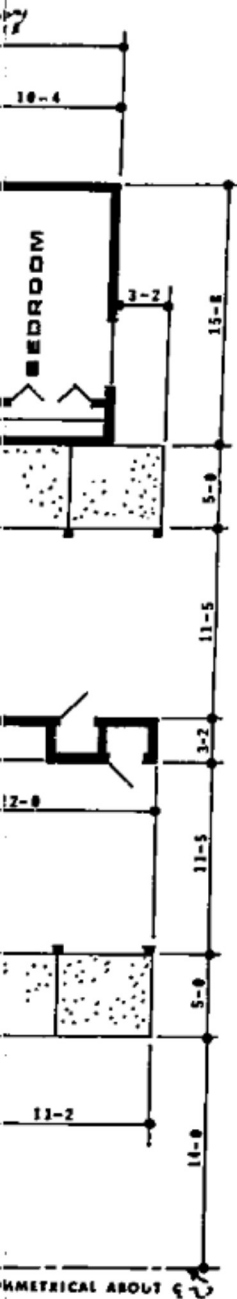
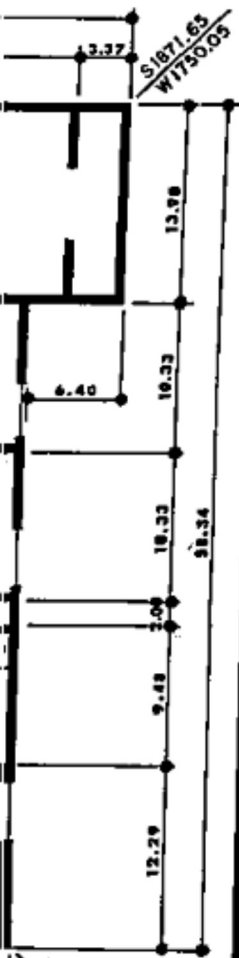


EXHIBIT M
WESTERN UNITS

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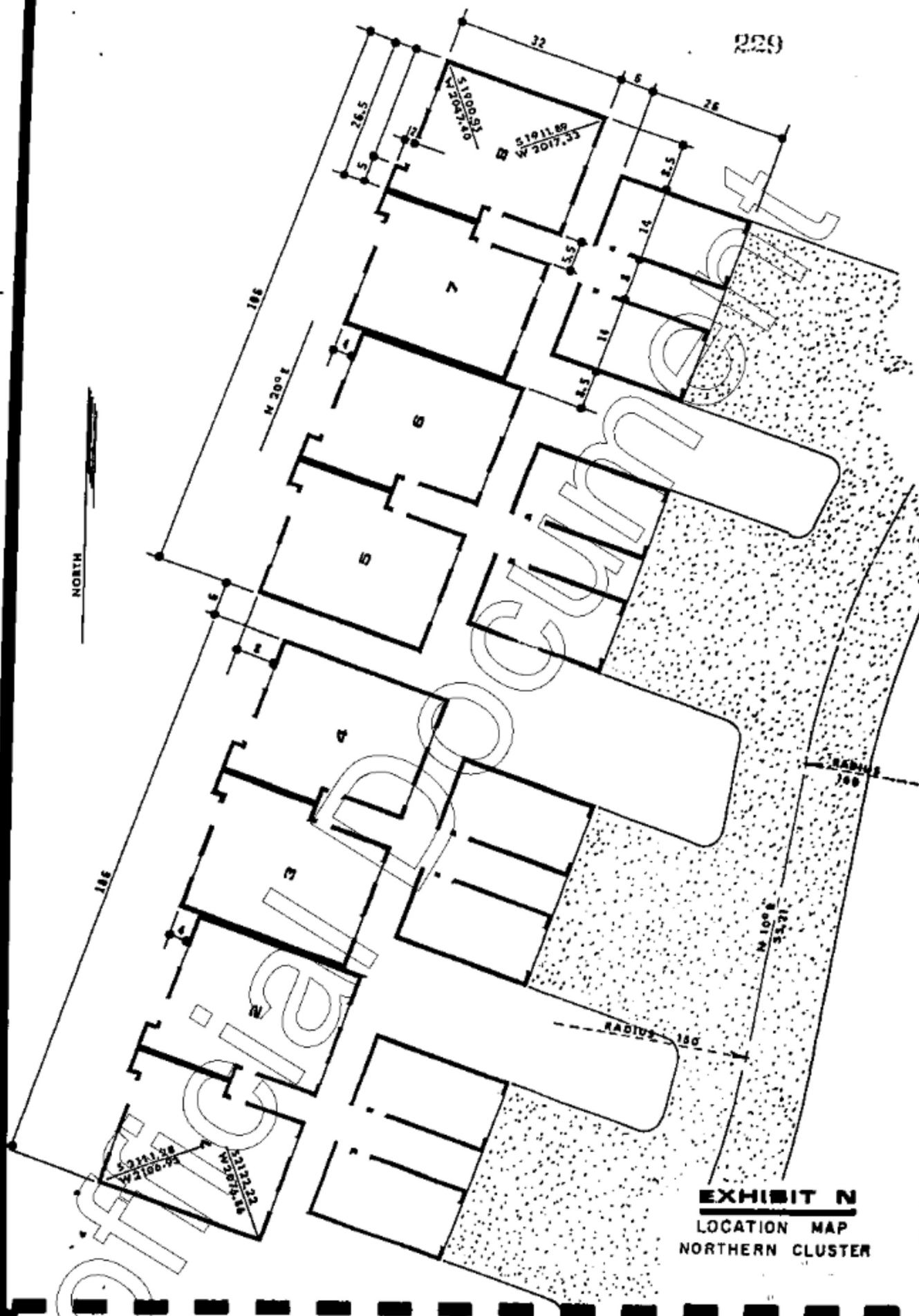
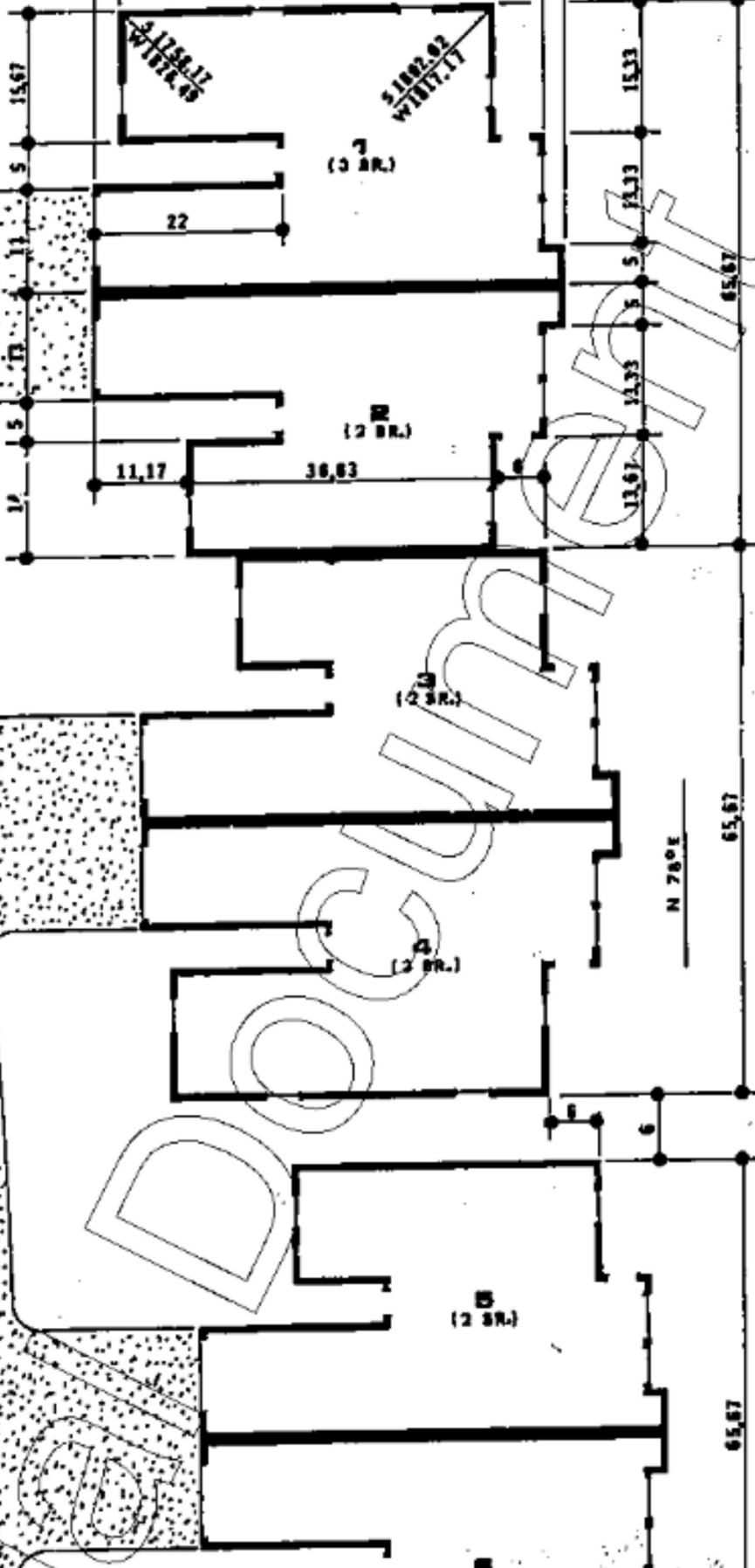


EXHIBIT N
LOCATION MAP
NORTHERN CLUSTER

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STAIRS

2 (2 BR.)

3 (2 BR.)

4 (2 BR.)

5 (2 BR.)

B (2 BR.)

(2 BR.)

N 78° E

NORTH

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STAIRS

Westwood

CONDOMINIUMS, INC.



The "MOUNTAIN BELLE" - 8 Units

- 4 Top Floor units - 1,473 sq. feet with garage
- 4 Mid-floor units - 1,254 sq. feet with 1.5 car garage

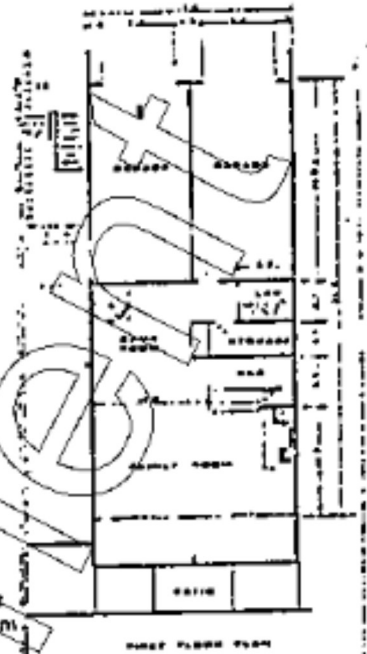
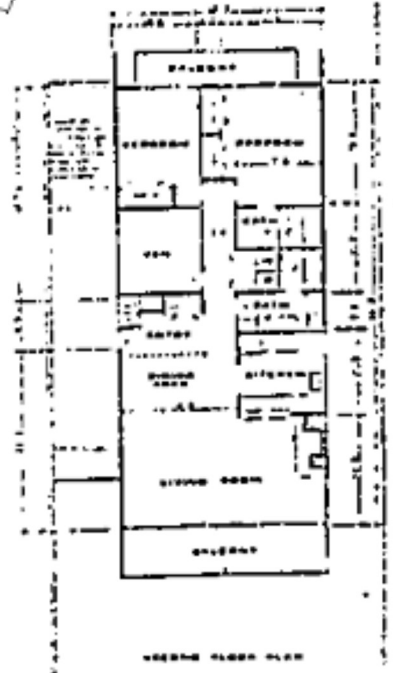


Exhibit "D"



AGREEMENT

232

I. PARTIES

A. WESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, an Idaho non-profit corporation comprising, as members, the owners of condominium units in Westwood Village, a condominium project located west of Sandpoint, Idaho. This party shall be hereinafter referred to as the "ASSOCIATION."

B. WESTWOOD INCORPORATED is an Idaho corporation and it is the owner of an adjacent subdivision property, which was formerly included within Westwood Village, known as "Westwood Terrace." This party shall hereinafter be referred to as the "CORPORATION."

C. WESTWOOD TERRACE OWNERS ASSOCIATION is a proposed Idaho corporation which shall be formed by Westwood Incorporated as a managing and governing body of the owners of lots within the subdivision of Westwood Terrace. The purpose of said corporation will be for the management and governing of the subdivision, the ownership and maintenance of the roadways, common areas, and amenities, and the enforcement, by said corporation, of the covenants, conditions and restrictions of the Westwood Terrace subdivision. This party shall be hereinafter referred to as "SUBDIVISION ASSOCIATION."

II. RECITALS

A. ASSOC amending part restatement o more or less Agreement (he provided, amor intended to Condominiums, from the condc of twenty-eigh and roadways attached heret

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AGREEMENT -1-

FILED FOR RECORD 7-12-84 9:10 AM BY [Signature] CLERK OF COUNTY RECORDER STATE OF IDAHO

[Signature] [Signature]

fee 28.00

P9232

AGREEMENT -2-

II. RECITALS

A. ASSOCIATION and CORPORATION, along with other amending parties, have entered into an "Amendment and restatement of Westwood Village Condominium Declaration," more or less concurrently with the execution of this Agreement (hereinafter "DECLARATION"). Said DECLARATION, provided, among other things, that certain land, previously intended to be included within Westwood Village Condominiums, was removed from Westwood Village and removed from the condominium form of ownership. This land consists of twenty-eight single family lots, roadways, common areas, and roadways that are legally described on Exhibit "A" attached hereto.

B. Said DECLARATION specifically authorized the Westwood Village Homeowners Association to enter into this Agreement, pursuant to paragraph 3 thereof.

C. The land removed from the DECLARATION shall be a conventional subdivision known as "Westwood Terrace," although CORPORATION specifically reserves the right to change the name of said subdivision, in its discretion.

D. The purposes of this Agreement are as follows:

1. To insure that the Westwood Terrace subdivision is developed and maintained in a manner that is compatible with the adjacent properties, including Westwood Village, and that such development shall maintain or enhance the value of the neighboring areas.

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2. To define the reciprocal rights of parties hereto to the use of the other parties' properties.

3. To insure lake access by the owners of lots within the subdivision, and to insure the development and maintenance of amenities upon the Westwood Terrace subdivision.

4. To insure that Westwood Village is properly and fully compensated for the fair value of the use by Westwood Terrace of water and sewer facilities owned by Westwood Village and, further, that Westwood Village is properly compensated for use of the lakefront area by Westwood Terrace.

E. It is intended that this document will be effective, and shall be recorded in the records of Bonner County, only upon the substantially contemporaneous execution by and recording of the following documents and declarations:

1. The DECLARATION referred to in paragraph A above.

2. Covenants, Conditions and Restrictions, including restrictions, guidelines, and limitations of design and architecture, of the Westwood Terrace subdivision, which have received the consent and approval of the board of directors of the ASSOCIATION.

3. Conveyance of the Deed to the lakefront property.

F. A condition subsequent of this Agreement is the creation of the subdivision association referred to in paragraph I.C. above, within sixty (60) days of the date of recordation of this Agreement, together with said subdivision association's subscription to the terms of this Agreement.

III. TERMS

For valuable consideration, including the mutual consideration contained herein, the parties agree as follows:

A. The CORPORATION shall construct, upon lots and/or common areas within Westwood Terrace, the following amenities, to-wit, a tennis court and a swimming pool of a size compatible with the number of homes (28) to be constructed within the subdivision. These amenities shall be for the exclusive use of members of the SUBDIVISION ASSOCIATION, and no use of these amenities shall be made by members of the ASSOCIATION. Likewise, there shall be no use of the Westwood Village amenities by the subdivision owners. Construction and completion of these amenities shall be bonded by the CORPORATION, and said amenities shall be maintained by the SUBDIVISION ASSOCIATION.

B. ROADS. CORPORATION shall pave all roads within Westwood Terrace subdivision upon the sale of 12 lots on or before the 31st day of July, 1985, whichever occurs first. Upon completion of the paving, members of the ASSOCIATION shall have an easement to use the roads within the subdivision, and members of the subdivision shall have the right to use the roadways within Westwood Village.

Use of the roadways by one party of another parties' land is specifically subject to the rules and regulations of the respective association maintaining said roadways.

C. LAKEFRONT EASEMENT. ASSOCIATION does hereby grant to CORPORATION an easement for the use and enjoyment of that certain lakefront property, currently common area of Westwood Village, described and outlined on the map attached hereto as Exhibit "B" and legally described on Exhibit "C", attached hereto, together with an easement for walking access to said lakefront area. This easement is specifically and solely for the use and benefit of Westwood Terrace lot owners who are members of the SUBDIVISION ASSOCIATION, and is limited by and expressly subject to the following conditions:

1. The use and enjoyment of the lakefront property by subdivision owners is subject to the rules and regulations concerning said property governing Westwood Village owners, as enacted by the ASSOCIATION.

2. This easement shall not be construed to grant to the subdivision owners or the SUBDIVISION ASSOCIATION or the CORPORATION a right to use the amenities, being the pool, clubhouse, golf greens, and other amenities located on the lakefront property, except to the extent that individual subdivision owners may have leased a boat slip in the Westwood Village marina. Use of the amenities is specifically governed by paragraph III.A., set out hereinabove.

3. It is anticipated that CORPORATION shall transfer this easement to the SUBDIVISION ASSOCIATION upon incorporation, and said transfer is specifically authorized by the ASSOCIATION.

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Other than this transfer, this easement is not transferable, and the use and enjoyment thereof can never be expanded beyond the use by the owners of lots within Westwood Terrace.

4. CORPORATION and SUBDIVISION ASSOCIATION shall, commencing with the date of the execution of this Agreement, pay to ASSOCIATION, as compensation and consideration for this easement and the use thereof of residents of Westwood Terrace, the following sums and assessments:

a. CORPORATION shall pay the total sum of Forty Four Thousand Eight Hundred (\$44,800.00) Dollars to ASSOCIATION in the following manner:

(i) by paying the sum of Two Thousand Eight Hundred (\$2,800.00) Dollars upon execution of this Agreement, receipt of which by ASSOCIATION is hereby acknowledged.

(ii) by paying the sum of One Thousand Five Hundred (\$1,500.00) Dollars upon sale of each WESTWOOD TERRACE lot, for each lot sold until July 1, 1985.

(iii) In any event, the entire balance shall be due and payable on July 1, 1985.

b. Annual Assessment. On July 1, 1985, and on the same date each year thereafter, CORPORATION and/or SUBDIVISION ASSOCIATION shall pay, as an annual assessment, the sum of Two Thousand Five Hundred (\$2,500.00) Dollars, for the use of the lakefront easement. This assessment may be increased, annually, commencing July 1, 1986, by an amount equal, in percentage terms, to the annual increase, if any, in the consumer price index, (for all items) as determined by the U. S. Department of Labor.

c. Default. In the event CORPORATION and/or SUBDIVISION ASSOCIATION are in default of any of the payment terms set out hereinabove, ASSOCIATION shall send notice of said default by certified or registered mail to the defaulting parties. If CORPORATION or SUBDIVISION ASSOCIATION fails to cure the default within ninety (90) days of the date of mailing of this notice, all rights of CORPORATION and SUBDIVISION ASSOCIATION in the lakefront easement shall be terminated and ASSOCIATION may retain any

sums paid hereunder as liquidated damages. ASSOCIATION may also pursue any other legal remedies available to it in lieu of termination of the easement.

D. ASSOCIATION currently maintains a marina area with boat slips on the lakefront property. Said marina is maintained for the use and benefit of members of the ASSOCIATION, but vacancies in the marina do occur. If all of the slips are not rented to ASSOCIATION members by June 1 of each calendar year, SUBDIVISION ASSOCIATION members shall have a right of first refusal, expiring June 20 of each year, to rent any vacant slips, prior to said slips being rented to the general public.

E. The ASSOCIATION understands and acknowledges that CORPORATION shall amend and change the Westwood Terrace plat to provide for the modifications shown in the plat attached hereto as Exhibit "A". Provided that CORPORATION is in compliance with all other terms and conditions of this Agreement, ASSOCIATION has no objection to the amendments and changes of the plat as contained therein.

F. Westwood Terrace lot owners, through the SUBDIVISION ASSOCIATION, shall have the joint use of the Westwood Village sewer and water system as originally planned for the development of Phase II. The SUBDIVISION ASSOCIATION and CORPORATION shall pay, as their share of the cost of said sewer and water system, the following sums and assessment.

AGREEMENT -7-

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1. Commencing with the execution of this Agreement, CORPORATION and SUBDIVISION ASSOCIATION shall pay to ASSOCIATION a monthly assessment equivalent to twenty-five (25%) percent of the actual cost of the maintenance of the sewer system owned by ASSOCIATION. The amount of these monthly assessments shall be established on an annual basis.

2. CORPORATION and SUBDIVISION ASSOCIATION shall additionally be liable for special assessments for major repair and/or capital improvements of the sewer system or water pipes owned by ASSOCIATION in an amount equivalent to twenty-five (25%) percent of the actual cost, provided, however, that ASSOCIATION shall give SUBDIVISION ASSOCIATION and CORPORATION thirty (30) days notice of any planned special assessments for capital improvement of the system.

3. It is anticipated that Westwood Terrace lot owners will be full time residents, and it is acknowledged that there is a possibility that Westwood Terrace may have a greater impact upon the system than is represented by the payment of a twenty-five (25%) percent share of the cost of the system. In the event a licensed engineer approved by all parties to this Agreement makes a determination that, in fact, Westwood Terrace does have a greater impact upon the system than is represented by its actual prorata share, then ASSOCIATION may assess CORPORATION and SUBDIVISION ASSOCIATION a higher percentage share of the cost of the system based upon the findings of said engineer.

4. CORPORATION and/or SUBDIVISION ASSOCIATION shall additionally pay to ASSOCIATION a three (3%) percent surcharge upon all sewer and water charges levied upon lot owners in Westwood Terrace by the City of Sandpoint.

5. CORPORATION and SUBDIVISION ASSOCIATION shall and do hereby hold ASSOCIATION harmless from any liability associated with ASSOCIATION'S control and operation of the sewer system and lift station.

6. CORPORATION or SUBDIVISION ASSOCIATION shall seal all manholes in Westwood terrace prior to July 1, 1985.

7. CORPORATION and/or SUBDIVISION ASSOCIATION shall be responsible for maintenance and repair of all sewer lines within the boundaries of Westwood Terrace.

IN WITNESS WHEREOF, the parties hereto set their hands this 3rd day of December, 1983.

WESTWOOD VILLAGE OWNERS ASSOCIATION

By: [Signature]
President

Attest:

By: [Signature]
Secretary

WESTWOOD, INC.

By: [Signature]

Attest:

By: _____
WESTWOOD TERRACE OWNERS ASSOCIATION

By: [Signature]
President

Attest

By: _____
Secretary

STATE OF IDAHO
County of Bonner

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ss.

On this 3 day of December, 1983, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared JAMES R. WILLIS, known to me to be the President of WESTWOOD VILLAGE OWNERS ASSOCIATION, an Idaho corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

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

Ann M. Murphy
Notary Public in and for Idaho
Residing at: Sandpoint

STATE OF IDAHO
County of Bonner

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ss.

On this 3 day of December, 1983, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared MARC BRINKMEYER, known to me to be the President of WESTWOOD, INC., an Idaho corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

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

Ann M. Murphy
Notary Public in and for Idaho
Residing at: Sandpoint

STATE OF IDAHO
County of Bonner

On this _____ day of _____, 1983, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared _____, known to me to be the _____ of _____ ASSOCIATION, an Idaho corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

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

STATE OF IDAHO
County of Bonner

)
) ss.
)

On this 3 day of December, 1983, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared MARC BRINKMEYER, known to me to be the President of WESTWOOD TERRACE OWNERS ASSOCIATION, an Idaho corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

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

Ann M. Murphy
Notary Public in and for Idaho
Residing at: Sandpoint

Official Document

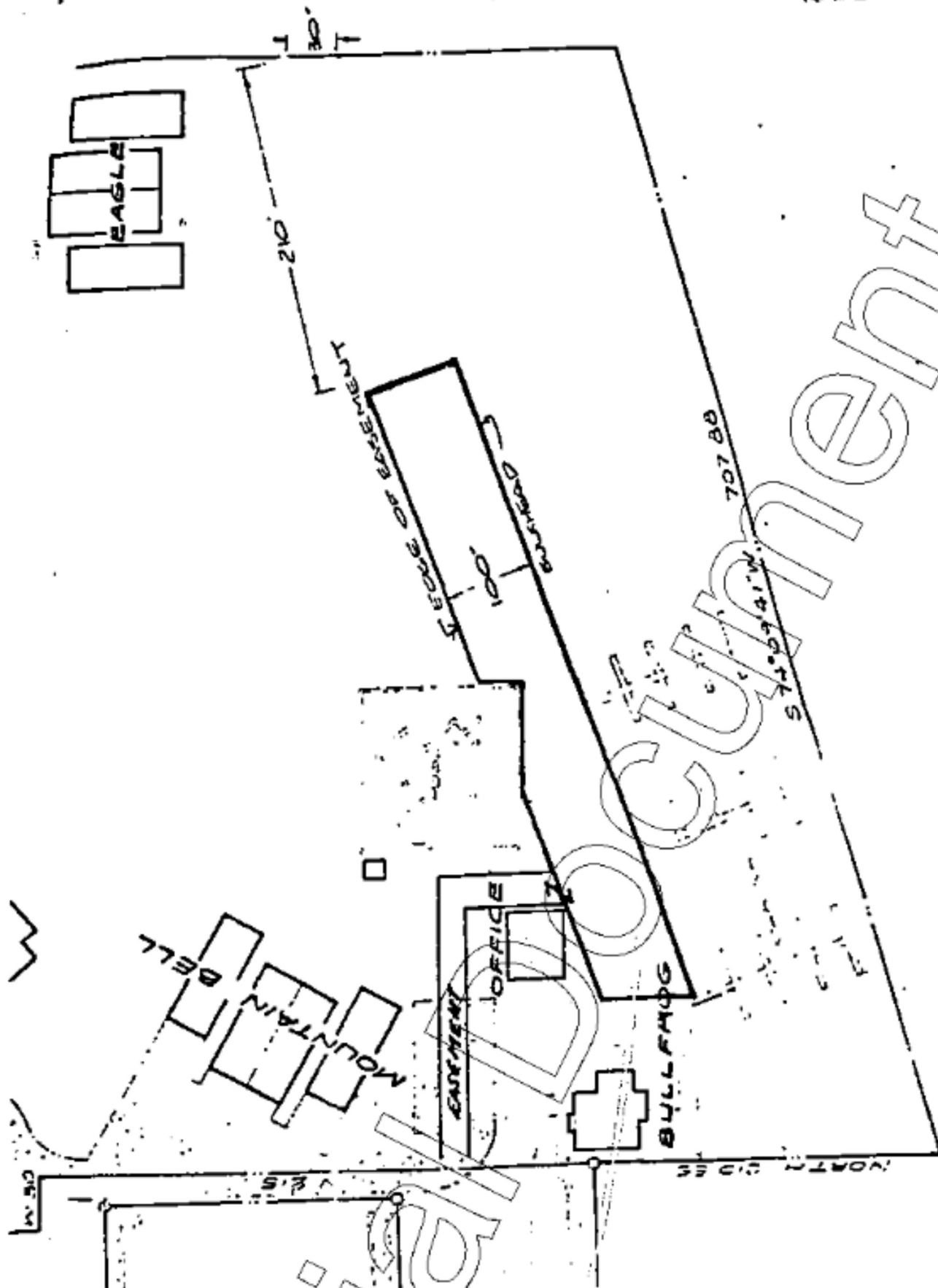
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EXHIBIT "A"

Westwood Terrace according to the Plat thereof, as recorded May 10, 1984 in Book 4 of Plats, Page 15, records of Bonner County, Idaho, lying in the Southwest Quarter of the Northeast Quarter of Section 28, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the North One-Quarter corner of said Section 28; thence South $00^{\circ}32'59''$ West, 1708.73 feet along the center of section line to the initial point; thence North $57^{\circ}03'38''$ East, 291.59 feet; thence North $86^{\circ}48'06''$ East, 90.79 feet; thence North $15^{\circ}11'54''$ West, 26.14 feet; thence North $83^{\circ}00'06''$ East, 112.31 feet; thence North $46^{\circ}46'30''$ East, 107.65 feet; thence South $88^{\circ}56'54''$ East, 9.01 feet to a point on a curve concave to the Northeast, having a radius of 215.00 feet; to which point a radial line bears South $84^{\circ}36'19''$ West; thence Southeasterly 294.28 feet along said curve through a central angle of $78^{\circ}25'23''$ to the beginning of a reverse curve concave to the Southwest, having a radius of 145.00 feet; thence Southeasterly 190.24 feet along said curve through a central angle of $75^{\circ}10'26''$; thence North $88^{\circ}56'54''$ West, 333.39 feet; thence South $01^{\circ}03'06''$ West, 415.38 feet; thence North $88^{\circ}56'54''$ West, 91.61 feet; thence South $01^{\circ}03'05''$ West, 100.00 feet; thence North $89^{\circ}53'55''$ West, 44.23 feet; thence South $00^{\circ}31'40''$ West, 174.16 feet; thence South $89^{\circ}53'55''$ East, 140.42 feet to a point of a curve concave to the Northwest having a radius of 235.00 feet, to which point a radial line bears South $52^{\circ}11'37''$ East; thence Southwesterly 187.72 feet along said curve through a central angle of $45^{\circ}46'08''$; thence on a non tangent line West, 32.98 feet to a point of cusp with a curve concave to the Northwest and having a radius of 20.00 feet; thence Northeasterly 31.23 feet along said curve through a central angle of $89^{\circ}27'28''$; thence North $00^{\circ}32'32''$ East, 81.95 feet; thence North $89^{\circ}27'28''$ West, 194.00 feet; thence South $53^{\circ}04'00''$ West, 37.80 feet; thence North $89^{\circ}27'28''$ West, 117.48 feet to a point on the center of section line; thence North $00^{\circ}32'59''$ East, 729.14 feet along said center of section line to the initial point of beginning.



EASEMENT FOR WESTWOOD TERRACE PROPERTY OWNER'S
 FOR ILLUSTRATIVE PURPOSES ONLY
 EXHIBIT "B"

EASEMENT
for Westwood Terrace Property Owners

A 100 foot wide Easement North of and parallel to the existing Bulkhead extending from the East boundary of the Bullfrog site to a point that lies 210 feet West of and 30 feet North of the Bulkhead on the East line of Westwood Village.

Exhibit "C"

Digital Document