



**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS OF EASEMENTS  
FOR  
WOODBIDGE SOUTH SUBDIVISION  
LOCATED IN  
POST FALLS, IDAHO**

THIS DECLARATION is made on this 14 day of November, 2017, by the undersigned owners of the subject property, (hereinafter referred to as "Grantor"), to establish certain covenants, conditions, restrictions and easements for Woodbridge South Subdivision, commonly known, and hereafter referred to, as Woodbridge South, located in the City of Post Falls, Kootenai County, Idaho, as follows:

A. Grantor is the owner of certain property (Property), commonly known as Woodbridge South, a residential subdivision, in the City of Post Falls, Kootenai County, Idaho, legally described in Exhibit "A" and the final plat ("Plat") of which is depicted in Exhibit "C", each attached hereto and incorporated herein by reference.

B. There has previously been created a non-profit corporation known as Woodbridge South Homeowners Association, Inc., pursuant and subject to Title 30, Chapter 30, Idaho, to which should be delegated and assigned the powers and duties of owning, maintaining and administering the Common Areas in the Property, as described in Exhibit "B" attached hereto and incorporated herein by reference, and for administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges, set forth herein and in this Declaration of Covenants, Conditions, Restrictions and Reservations of Easements.

C. The Owners of Lots in the Property described in Exhibit "A" attached hereto, shall be Members of Woodbridge South Homeowners Association, Inc., and subject to all privileges and obligations thereof. In addition, the members of the corporation may include those Owners of Lots in the property lying contiguous and adjacent to the Property described in Exhibit "A", which are included in the subdivision known and approved by the City of Post Falls, Idaho as the Woodbridge South Subdivision. Such additional membership in the corporation shall be in accordance with the provisions set forth in Article II hereof

D. Grantor intends to develop and convey all of the Lots pursuant to a general plan for development and subject to the protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges provided herein, all running with the Property and Lots.

E. Grantor declares that all of the Lots and Dwelling Units sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved shall be subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Lots and Dwelling Units, in furtherance of a general plan for protection, maintenance, improvement and sale of the Lots and Dwelling Units or any portion thereof. The covenants,

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conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with the Property and Lots and shall be binding upon any parties having any right, title or interest in the Lots and Dwelling Units, or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each Owner thereof and may be enforced by Grantor, by any Owner or by the Association.

## ARTICLE I DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used in this Declaration shall have the following meanings:

Section 1.01 "Articles" shall mean the Articles of Incorporation of the Woodbridge South Homeowners Association, Inc., filed in the Office of the Secretary of State of the State of Idaho on November 15, 2017, and any amendments thereto.

Section 1.02 "Assessment" shall mean any of the assessments that may be charged against an Owner and his or her Lot and Dwelling Unit under the terms of this Declaration.

Section 1.03 "Association" shall mean Woodbridge South Homeowners Association, Inc., a non-profit corporation formed under the laws of Idaho, its successors and assigns.

Section 1.04 "Association Maintenance Fund" shall mean the account, created for receipts and disbursements of the Association, pursuant to Article V hereof.

Section 1.05 "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be, and the assignees of such mortgage or beneficiary.

Section 1.06 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.07 "By-Laws" shall mean the By-Laws of the Association, as from time to time amended.

Section 1.08 "Capital Improvement Assessment" shall mean a charge against each Owner and his or her Dwelling Unit, representing a portion of the costs to the Association for installation or construction of any improvements on any portion of the Common Areas, or Landscape Maintenance Areas which the Association may from time to time authorize, pursuant to the provisions of this Declaration.

Section 1.09 "Close of Sale" shall mean the date on which a deed or real estate contract is recorded conveying a Lot or Dwelling Unit to a purchaser.

Section 1.10 "Common Areas" shall mean Lot 11, Block 3 and any and all other real property and improvements including, without limitations landscaped areas, recreational facilities, structures, buildings, ponds, fences, roadways and walkways, which are owned by the Association for the common use and enjoyment of all of the Owners and shall include the

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Landscape Maintenance Areas. Common Areas shall also include amenities such as trails, walkways, pathways or open spaces dedicated to the City of Post Falls which are subject to any development or maintenance agreement by which the Grantor or its assigns shall be required to maintain or financially contribute to the maintenance of such amenities.

Section 1.11 "Common Assessment" shall mean the monthly charge against each Owner and his or her Dwelling Unit, representing a portion of the total ordinary costs of maintaining, improving, repairing, replacing, managing and operating the Common Areas and, if applicable, the Landscape Maintenance Areas, as more fully described herein.

Section 1.12 "Common Expenses" shall mean the actual and estimated costs of, maintenance, management, operation, repair and replacement of the Common Areas (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvements Assessments), including those costs not paid by the Owner responsible for payment; the costs of any commonly metered utilities and other commonly metered charges for the Property, and any other property for which the Association is responsible, costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, gardening and other services benefitting the Common Areas or Landscape Maintenance Areas; the costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance all covering the Property, and any other property for which the Association is responsible, the costs of bonding the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrances levied against the Property for the benefit of all of the Owners; other expenses described in Section 5.03 and as approved by the Board pursuant to this Declaration.

Section 1.13 "Declaration" shall mean this instrument as it may be amended from time to time.

Section 1.14 "Dwelling Unit" shall mean a residential building located on a Lot designed and intended for use and occupancy as a residency by a single family, and shall include the underlying Lot.

Section 1.15 "Exterior Landscaping and Perimeter Fences" shall be considered part of the Common Areas.

Section 1.16 "Family" shall mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption or (2) a group of not more than three (3) natural persons not all so related, who maintain a common household in a Dwelling Unit. Provided that nothing in this definition shall be interpreted so as to violate any effective provision of local, state or federal law with regard to housing for persons with disabilities.

Section 1.17 "First Mortgage" shall mean the primary or priority Mortgage or Deed of Trust on a Lot or Dwelling Unit, recorded prior to the due date of any Assessment.

Section 1.18 "First Mortgagee" shall mean a Mortgagee which holds or owns a First Mortgage.

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Section 1.19 "Grantor" shall mean Expo Parkway North, LLC and 102 Acres, LLC, each an Idaho limited liability company as to their respective property ownerships.

Section 1.20 "Improvement" shall mean any structure or appurtenance thereto of every type and kind, including but not limited to buildings, outbuildings, walkways, sprinkler pipes, garages, carports, ponds, cabanas, recreational facilities, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, antennae, hedges, windbreaks, plants, planted trees and shrubs, poles, signs, exterior air conditioning and water-softening fixtures or equipment.

Section 1.21 "Landscape Maintenance Areas" shall mean all plants, planted trees, shrubs, ground cover and other landscaping improvements originally constructed by Grantor or Grantor's assigns or agents in or upon the Common Areas.

Section 1.22 "Lease" shall mean any agreement for the leasing or rental of a Dwelling Unit.

Section 1.23 "Lot" shall mean any plot of land shown upon the recorded Plat of the Property, except for the Common Areas and any area dedicated to the City of Post Falls, and set aside and approved for construction of a Dwelling Unit thereon.

Section 1.24 "Manager" shall mean the person or firm appointed by the Association as its agent and delegated certain duties and powers of the Association.

Section 1.25 "Member" shall mean any party holding a membership in the Association.

Section 1.26 "Mortgage," "Mortgagee" and "Mortgagor" shall mean any mortgage, deed of trust, trust deed or other conveyance of a Lot, Dwelling Unit or other portion of the Property to secure the performance of any obligation which will be reconveyed upon the completion of such performance. The term "Deed of Trust" or "Trust Deed" when used herein shall be synonymous with the term "Mortgage". The term "Mortgagee" shall mean a person or entity to whom a Mortgage is made and shall include the beneficiary of a Deed of Trust. "Mortgagor" shall mean a person or entity who mortgages his or her Lot or Dwelling Unit to another (i.e., the maker of a Mortgage), and shall include the "Trustor" or "Grantor" of a Deed of Trust. The terms "Trustor" and "Grantor" shall be synonymous with the term "Mortgagor" and the term "Beneficiary" shall be synonymous with the term "Mortgagee".

Section 1.27 "Notice and Hearing" shall mean written notice and a hearing at which the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner's expense, in the manner provided herein and in the By-Laws.

Section 1.28 "Owner" shall mean the Person or Persons including Grantor, holding fee simple interest of record to, or the real estate contract purchaser of, any Lot or Dwelling Unit which is a part of the Property. For purposes of Article X only, unless the context otherwise required, Owner shall also include the family, guests, invitees, licensees and lessees of any Owner.

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Section 1.29 "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 1.30 "Property" shall mean all of the real property described in Exhibit "A".

Section 1.31 "Record," "Recorded," "Filed" and "Recordation" shall mean, with respect to any document, the recording of such document in the appropriate office in Kootenai County, Idaho.

Section 1.32 "Reconstruction Assessment" shall mean a charge against each Owner and his Lot or Dwelling Unit, representing a portion of the cost to the Association for reconstruction of any portion of the Improvements on the Common Areas, and Landscape Maintenance Areas.

Section 1.33 "Special Assessment" shall mean a charge against a particular Owner and his or her Lot or Dwelling Unit, directly attributable to such Owner, equal to the cost incurred or levied by the Association for corrective action pursuant to the provisions of this Declaration and shall also include those assessments in the nature of fines or monetary penalties provided for in Sections 4.01(i) and 5.09.

Section 1.34 "Special Grantor Rights" shall mean those rights granted to Grantor in Sections 2.03, 3.01, 17.05 and Article XVI.

Section 1.35 "Streets" shall mean, except where the context requires otherwise, any roadways or common access ways throughout the development which have been dedicated or conveyed to the City of Post Falls or other public authority.

## ARTICLE II

### MEMBERSHIP IN ASSOCIATION

Section 2.01 Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Lot. Ownership of such Lot shall be the sole qualification for membership in the Association.

Section 2.02 Transfer. The Association membership held by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale of or encumbrance of such Lot, and then only to the purchaser or Mortgagee of such Lot. Any attempt to make a prohibited transfer is void. A Member who has transferred fee interest to his Lot or who has sold his Lot to a contract purchaser under a real estate contract shall ipso facto be deemed to have transferred to such grantee or contract purchaser his membership rights in the Association.

Section 2.03 Additional Memberships: Members of Grantor are also the Members of one or more other Idaho limited liability companies which are the fee simple owners of certain additional real property lying adjacent and contiguous to the real property legally described in Exhibit "A. It is contemplated that the adjacent and contiguous properties ("Adjacent Property") may be developed as additional phases of Woodbridge South Subdivision, and at the sole option of the limited liability companies, who are the owners of said Adjacent Property, (collectively referred to herein as "Adjacent Phase LLC"), its successors and assigns, the owners of lots

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located within said additional phases of Woodbridge South Subdivision shall be included as members of the Association, subject to the following terms and conditions:

- a. Additional memberships in the Association shall not exceed those owners of lots within the geographic boundaries of the Adjacent Property.
- b. Inclusion of such owners of lots for Membership in the Association shall be at the sole discretion of the Adjacent Phase LLC or their successors or assigns, and the Adjacent Phase LLC or its successors or assigns shall not be obligated to include such lots for membership.
- c. If the Adjacent Phase LLC chooses to include for membership in the Association the owners of lots in any of the Adjacent Property as an additional phase of Woodbridge South, the same must be first approved by the City of Post Falls and such inclusion shall be for the entire phase of construction according to any additional phase subdivision plat. In other words, all lots within said phase must be included if any of said lots are to be included for membership in the Association.
- d. The Adjacent Phase LLC shall provide written notice to the Association of the intention to include such owners of lots of any additional phase(s) of Woodbridge South as Members of the Association prior to the sale of any lot in such additional phase.
- e. The Adjacent Phase LLC shall provide to the Association a copy of the preliminarily approved plat of the lots for which Owners are to be included for Membership in the Association with the notice of its intention to include such lots.
- f. The Adjacent Phase LLC shall, at the time of recording the final plat of any additional phase in which Owners of Lots are to be included as members of the Association, properly record with the Office of the Recorder of Kootenai County, State of Idaho, a Declaration of Covenants, Conditions, Restrictions and Reservations of Easements substantially identical to those set forth herein, excluding differences in the minimum size of Dwelling Units to be constructed.
- g. Upon such notice to the Association, all owners of lots within the additional phase to be included shall become Members of the Association in accordance with the terms of these Declarations, and with all of the privileges, benefits, and obligations of membership, as though they had been originally included as Members, excepting, that any assessments or charges accruing to such membership shall not be retroactive.
- h. All of the common areas of any phase subsequently included in accordance with the provisions hereof shall be owned and maintained by the Association in accordance with the terms of these Declarations.

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- i. The Adjacent Phase LLC's right to include the owners of lots within the additional phases of Woodbridge South shall expire ten (10) years from the date of recording of this Declaration.

### ARTICLE III

#### VOTING RIGHTS

Section 3.01 Classes of Voting Membership. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A Members shall be all Owners in the Property, with the exception of the Grantor, for so long as there exists a Class B membership for the Association. Class A Members shall be entitled to one (1) vote for each Lot owned. Grantor shall become a Class A Member with regard to Lots owned by Grantor upon conversion of Grantor's Class B Membership as provided below. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised in accordance with Article III, Section 3.02 of this Declaration, and in no event shall more than one (1) Class A vote be cast with respect to any Lot.

Class B. The Class B Member shall be comprised of the Grantor, as defined in Section 1.21, and Grantor shall be entitled to ten (10) votes for each Lot in the Property, (i.e., notwithstanding ownership). The Class B Membership shall cease and be converted to Class A Membership, (but only as to any Lots then owned by Grantor, on the happening of the earliest of the following events:

- a. At such time as one hundred percent (100%) of all Lots located in Woodbridge South, have been deeded to owners other than the Grantor or L2L2; or
- b. Ten (10) years from the Close of Sale of the first Lot sold in the Property; or
- c. Upon Grantor's written relinquishment of its Class B Membership.

Section 3.02 Vote Distribution. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person has an interest in any Lot ("co-owner"), all such co-owners shall be members and may attend any meeting of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a single vote. Where no voting co-owner is designated or if such designation has been revoked, the vote for such Lot shall be exercised as a majority of the co-owners of the Lot mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that the voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Lot where the majority of the co-owners present in person or by proxy and representing such Lot cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in

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accordance with the voting percentages established herein, or in the By-Laws, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, the Articles and By-Laws, provided, however, Grantor or its assignee, so long as it remains a Class B Member, shall have the absolute right to appoint one (1) Member to the Board of Directors regardless of the voting results.

#### ARTICLE IV

##### JURISDICTION OF ASSOCIATION

Section 4.01 The Association, acting through its Board of Directors shall also have:

- a. The authority and the duty to maintain, repair and otherwise manage the Common Areas and Landscape Maintenance Areas and all utilities, improvements and landscaping thereon, all in accordance with the provisions of this Declaration.
- b. The authority and the duty to maintain and repair any private streets and roadways within the Property, including clearing, snow removal and periodic resurfacing as necessary.
- c. The authority and the duty to maintain the storm and drainage facilities within the Common Areas.
- d. The authority and the duty to obtain, for the benefit of the Property, refuse collection and electric, water, and sewer services for the Common Areas. Refuse collection for the Dwelling Units and payment therefore shall be up to each individual Dwelling Unit Owner unless the regulations of the designated purveyor of said services provide to the contrary, and in that event, refuse collection shall be the responsibility of the Association.
- e. The authority and the duty to grant easements, rights of way, or strips of land, where necessary, for utilities over the Common Areas to serve the Common Areas and the Lots.
- f. The authority and the duty to maintain such policy or policies of liability and fire insurance with respect to the Common Areas and personal property, if any, owned by the Association as provided herein furthering the purposes of and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws.
- g. The authority but not the duty to employ or contract with a professional manager to perform all or any part of the duties and responsibilities of the Association, and the authority to delegate its authority to committees, officers and employees.
- h. The authority but not the duty to, after Notice and Hearing, without being liable to any Owner, enter any Lot or Dwelling Unit for the purpose of enforcing by peaceful means the provisions of this Declaration, or for the purpose of maintaining or repairing any such area if for any reason whatsoever the Owner

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fails to maintain or repair any such area as required by this Declaration. Said cost shall be a Special Assessment on said Owner's property and shall create a lien enforceable in the same manner as other Assessments as set forth in this Declaration. Said Owner shall pay promptly all amounts due for such work.

- i. The authority to levy and enforce assessments in accordance with Article V of this Declaration, specifically including without limitation the right to levy special assessments in the nature of fines and monetary penalties as provided in Section 5.09.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

Section 5.01 Creation of the Lien and Personal Obligation of Assessments. Grantor, for each Dwelling Unit owned within the Property, hereby covenants, and each Owner of any Dwelling Unit by acceptance of a deed or real estate contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree, to pay to the Association (1) Annual Common Assessments for Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, and (4) Reconstruction Assessments; with such Assessments to be established and collected as hereinafter provided. Such Assessments, together with interest as set out herein, costs and reasonable attorney's fees for the collection thereof, shall be a lien on the Dwelling Unit and Lot thereunder, and shall be a continuing lien from the due date of the Assessment. Each such Assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Dwelling Unit at the time when the Assessment fell due. The personal obligation of the Owner shall not pass to his successors in title unless expressly assumed by them.

Section 5.02 Creation of Fund. The Board of Directors shall establish a separate account (the "Association Maintenance Fund") into which shall be deposited all Assessments paid to the Association and from which disbursements shall be made in performance of functions by the Association. The Association Maintenance Fund shall include (1) an operating fund for current Common Expenses, and (2) a reserve fund for Common Expenses which would not reasonably be expected to recur on an annual or less frequent basis. If an operating fund or reserve fund proves at any time to be inadequate for any reason, the Board may at any time levy a supplemental Common Assessment, subject to the provisions of Section 5.05 of this Article.

Section 5.03 Purpose of Common Assessments. The Common Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, recreation and welfare of the Owners and for the improvement and maintenance of the roadways and Common Areas. Nothing in this Declaration shall be construed in such a way as to permit the Association to use any Assessments to abate any nuisance or annoyance emanating from outside the boundaries of the property without the prior approval of the Board. Common Assessments shall include without limitation, and the Association shall acquire and pay for out of the applicable funds derived from said Common Assessments, the following:

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- a. Water, sewer, electrical, lighting and other necessary utility services for the Common Areas. Garbage and refuse collection service for the Dwelling Units may also be included if the applicable purveyor's regulations prohibit individual contracting for said service. Each Dwelling Unit Owner shall be responsible for paying its own water and electricity usage and any other individually measured utility or service, promptly when due.
- b. Maintenance and repair of the private streets and parking areas lying within the Common Areas, as well as all costs of snow removal and street cleaning related to said areas.
- c. Landscape planting and maintenance by the Association of all landscaping, planted areas and sprinkler systems within the Common Areas, including commonly metered irrigation and electrical services.
- d. Fire and casualty insurance with extended coverage as provided herein, covering the full insurable replacement cost of the Common Areas Improvements.
- e. Liability insurance, as provided herein, insuring the Owners and the Association, its Directors and Officers against any liability to the public or to any Owner, their invitees or tenants, incident to their occupation and use of the Common Areas, and Landscape Maintenance Areas, with limits of liability to be set by the Board of Directors of the Association.
- f. Worker's Compensation Insurance to the extent necessary to comply with any applicable laws, medical payments, insurance, liquor liability insurance and any other insurance deemed necessary by the Board of Directors of the Association.
- g. Standard fidelity bonds covering all members of the Board of Directors of the Association and other employees and volunteers of the Association as and in an amount as determined by the Board of Directors, but not less than two times the sum of the annual Common Assessments of the Association.
- h. Painting, maintenance, repair and replacement of all buildings, equipment, recreation facilities, fences and landscaping in, on, and of the Common Areas, as the Board shall determine is necessary and proper.
- i. All real estate taxes pertaining to the Common Areas, and applicable personal property taxes on property owned by the Association and used in the Common Areas.
- j. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay for pursuant to the terms of this Declaration or by law or which in the opinion of the Associations' Board of Directors shall be necessary or proper for the operation of the Common Areas or for the enforcement of the provisions of this Declaration.

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Section 5.04 Adjustment of Annual Common Assessment. From and after the Close of Sale of the first Dwelling Unit on the Property, the amount of each of the components which make up the Annual Common Assessment for Dwelling Units pursuant to Section 5.03 above may be increased or decreased by the Board effective as of January 1 of each year thereafter without a vote of the membership, by not more than ten percent (10%) of the Assessment amount for the most recent Assessment year. The Annual Common Assessment charged to the Owners of all Dwelling Units pursuant to Section 5.03 above may be increased or decreased by the Association by more than ten percent (10%) with the consent of at least two-thirds (2/3) of the voting power of those Members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than twenty (20) days nor more than sixty (60) days in advance of the meeting.

Section 5.05 Capital Improvement and Reconstruction Assessments. In addition to the Common Assessment authorized above, the Board of Directors of the Association may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement or other such addition upon the Common Areas, including fixtures and personal property related thereto; provided that whenever the aggregate Capital Improvement and Reconstruction Assessments in any fiscal year exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, such excess shall require the consent of two-thirds (2/3) of the voting power of those Members, voting in person or by proxy, at a meeting duly called for such purposes, written notice of which shall be sent Members not less than twenty (20) days nor more than sixty (60) days in advance of the meeting.

Section 5.06 Uniform Rate of Assessment and Due Date. Except as stated to the contrary herein, Common Assessments, Capital Improvement Assessments and Reconstruction Assessments provided for in this Article V shall be established at a uniform rate; provided, however, the Association may, subject to the provisions of this Article, levy Special Assessments against specific Owners who have caused the Association to incur special expenses due to willful or negligent acts or extraordinary demand for services, repairs or maintenance required as a result of said Owners, their guests or agents, or who, as provided in Section 5.09 are found to have violated the provisions of this Declaration, the By-Laws or duly adopted rules and regulations of the Association. All Common Assessments shall be due and payable on or before the thirty-first day of January of each year and other Assessments shall be paid and collected at such frequency as the Board shall determine from time to time.

Section 5.07 Date of Commencement of Common Assessments; Financial Statements; Budget. The Annual Common Assessments shall commence on the first day of the month following the Close of Sale of the first Dwelling Unit. Upon the closing of each initial sale of a Dwelling Unit, the purchaser of such Dwelling Unit shall pay the current annual Common Assessment prorated to the date of closing. Written notice of any change in the amount of any annual Common Assessment shall be sent to every Owner not less than twenty (20) days prior to the effective date of such change. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the Assessments on a specified Dwelling Unit have been paid. A properly executed

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certificate of the Association as to the status of Assessments against a Dwelling Unit is binding upon the Association as of the date of its issuance.

The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, including deposits in and withdrawals from any reserve funds, and shall cause to be distributed a copy of each such statement to each Member, and to each First Mortgagee who has filed a written request for copies of the same with the Board of Directors, in the manner provided in the By-Laws.

At least sixty (60) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the membership of the Association a written, itemized estimate (budget) of the income and expenses of the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and deposits into any reserve funds, less any expected income and accounting for any surplus from the prior year). If the estimated sums prove inadequate for any reasons, including non-payment of any Owner's Common Assessment, the Board may at any time levy supplemental Common Assessments, subject to the provisions of this Article.

Section 5.08 Exempt Property. The following portions of the Property subject to this Declaration shall be exempt from the Assessments herein:

- a. All portions of the Property dedicated to and accepted by a local public authority;
- b. The Common Areas;
- c. All Lots and/or Dwelling Units owned by the Grantor; provided, however, Grantor shall reimburse the Association as long as Grantor is an owner of a Lot and/or Dwelling Unit, for its proportionate share of the remaining actual cost of Common Expenses after application of the Common Assessments, based on the number of remaining Lots owned by Grantor in relation to the total number of Lots in the Property owned by Grantor and those other persons with Dwelling Units in the planning stage or under construction as described in Section 5.08(d) below; and
- d. All Lots owned by persons other than the Grantor with Dwelling Units in the planning stage or under construction, until each such Dwelling Unit is sold to a consumer/purchaser and has received a Certificate of Occupancy from the applicable governmental authority; provided, however, each-such Owner shall reimburse the Association for such Owner's proportionate share of the remaining actual cost of Common Expenses after application of the Common Assessments, based on the number of such Lots owned by such Owner in relation to the total number of Lots in the Property owned by Grantor and other persons with Dwelling Units in the planning stage or under construction as described in this subsection.

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Section 5.09 **Fines and Monetary Penalties.** In addition to the Common, Capital and Reconstruction Assessments and other Special Assessments authorized above, the Board may levy Special Assessments against a Lot and its Owner(s): (a) in the nature of a fine or monetary penalty levied as the result of a violation of or failure to comply with a provision of the Declaration, By-Laws or any duly adopted rule or regulation of the Association, and (b) to reimburse the Association for costs incurred in bringing that Owner and his or her Lot into compliance with the Project Documents, including actual attorneys' fees and costs incurred by the Association; and (c) interest on such sums at the highest rate allowed by law from the date due until paid. The imposition of such fines or monetary penalties shall be in accordance with the provision of the By-Laws and shall otherwise comply with applicable law. A schedule of fines for violations will be established by the Board of Directors at the annual meeting and distributed to the Owners.

## ARTICLE VI

### EFFECT OF NON-PAYMENT OF ASSESSMENTS REMEDIES OF THE ASSOCIATION

Section 6.01 Effect of Non-Payment of Assessment; Remedies of the Association. Any Common Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law, and the Owner responsible therefor may also be required further by the Board of Directors to pay each month a late charge of Five Dollars (\$5.00) or five percent (5%) of the amount of the delinquent assessment or installment, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot and/or Dwelling Unit. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot/Dwelling Unit.

If any installment of any Assessment is not paid within thirty (30) days after its due date, the Board may mail an Acceleration Notice to the Owner and to each First Mortgagee of a Dwelling Unit which has requested a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, which action shall include paying all installments coming due during the period allowed to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to Owner, by which such default must be cured, (4) that failure to cure the default on or before the date specified in the notice will result in acceleration of the balance of the installments of the Assessment for the then current fiscal year and sale of the Lot and Dwelling Unit, and (5) the legal description of the Lot and Dwelling Unit. If the delinquent installments of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board may, at its option without further demand, enforce the collection of the full Assessment and all charges thereon in any manner authorized by law and this Declaration.

Section 6.02 Notice of Assessment. No action shall be brought to enforce any Assessment lien, unless at least ten (10) days have expired following the date a Notice of Assessment is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot/Dwelling Unit, and a copy thereof has been recorded by the Association in the

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Office of the Kootenai County Auditor. The Notice of Assessment must recite a good and sufficient legal description of any such Lot/Dwelling Unit, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment at the highest rate allowed by law, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant. Such Notice of Assessment shall be signed and acknowledged by an officer of the Association. For the purposes of this Section 6.02, an Acceleration Notice given under Section 6.01 shall be deemed to be a Notice of Assessment if recorded in the Office of the Kootenai County Auditor.

Section 6.03 Curing a Default. Upon the timely curing of any default for which a Notice of Assessment or Acceleration Notice was filed by the Association, the officers thereof shall record an appropriate Release of Lien upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed One Hundred Fifty Dollars (\$150.00), to cover the cost of preparing and recording such release. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the lien upon any Lot/Dwelling Unit created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request and payment of a reasonable fee, to be determined by the Board.

Section 6.04 Cumulative Remedies. The Assessment liens and the other legal rights hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

Section 6.05 Mortgage Protection. Notwithstanding all other provisions hereof, no lien created under Articles V or VI, nor any breach of this Declaration, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the Beneficiary under any recorded First Mortgage upon a Lot or Dwelling Unit made in good faith and for value; provided that after such Beneficiary or some other person obtains title to such Lot or Dwelling Unit by judicial foreclosure or by means of the power of sale set forth in such Deed of Trust, such Dwelling Unit shall remain subject to the Declaration and payment of all Assessments accruing subsequent to the date such Beneficiary or other person obtains title and claims for a share of unpaid Assessments reallocated to all units, including each unit foreclosed.

## ARTICLE VII

### ARCHITECTURAL CONTROL

Section 7.01 Approval by the Board. No buildings, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall an exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the quality of materials, harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or designated agent thereof.

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Section 7.02 Reasons for Disapproval. The Board or its designated agent shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- a. The failure of such plans and specifications to comply with any of the restrictions contained herein, or to include information as may have been reasonably requested;
- b. The objection to the exterior design appearance, materials, color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure;
- c. The incompatibility of any proposed structure, use or parking areas with existing structures or uses on such Lot or upon other Lots in the vicinity, or the insufficiency of the size of the parking areas in relation to the proposed use of the Lot;
- d. The objection to the grading plan for any Lot, or the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity; or
- e. Any other matter which would render the proposed structures or uses inharmonious with the general plan of improvement of the Property or with structures or uses located upon other Lots in the vicinity.

In any case where the Board or its designated agent shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based.

Section 7.03 Unapproved Construction; Remedies. If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, other than in accordance with plans and specifications approved by the Board or its designated agent pursuant to the provisions of this Article VII, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein. Upon written notice from the Board or its designated agent, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, to extinguish such violation. If within fifteen (15) days after the notice of such violation the owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation. The cost thereof shall be a binding, personal obligation of such owner as well as a lien upon the Lot in question. The lien provided in this Section 7.03 shall not be valid as against a bona fide purchaser (or bona fide Mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Kootenai County, Idaho prior to the recordation among the land records of Kootenai County of the deed or Mortgage conveying the Lot in question to such purchaser or subjecting the same to such Mortgage.

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Section 7.04 Building Standards. With respect to Dwelling Units on the Lots, the following standards shall apply:

- a. Each home shall be faced with brick, stone, double wall lap siding. No vinyl siding or T-111 siding shall be permitted.
- b. Approved roofing shall be of cedar shake, tile, masonite shakes, or high quality 25 year laminated roofing composition previously approved by the Board or its designated agent. Metal roofing shall be used for accents only.
- c. No building, except as outlined in 7.04(c)(i), shall be erected on any Lot except one (1) detached Dwelling Unit that does not exceed height standards of the City of Post Falls, and that includes a garage for not less than two (2) cars. Minimum square footage to be as follows: single level not less than 1,300 sq. ft.; multi-level not less than 1,100 sq. ft. above grade final and not less than 1,900 sq. ft. including unfinished area; two-story not less than 1,600 sq. ft. No structure may be moved on to a lot; new construction is required. No tent, trailer, mobile home, boat or other recreational vehicle shall be used for human habitation on a temporary or permanent basis on any lot at any time. No building shall be erected or placed on any lot until the construction plans and specifications, and a plan showing the location of structures has been reviewed and approved by the Board or any appointed architecture control committee to which such authority has been delegated as to the quality of workmanship and materials, the harmony of the external design with existing structures, building site location with respect to topography and finished grade elevations.
  - i. Accessory Structures: Out-buildings may be placed on the property provided that both the siding and roofing colors match that of the residential structure. The outbuilding shall not exceed twelve hundred (1,200) sq. ft. and shall have a maximum height of eighteen (18) feet at the ridge. All eaves must overhang no less than twelve (12) inches on all sides and be enclosed. The roof must be a minimum of 4/12 pitch. All accessory structures must also comply with the ordinances of the city of Post Falls, whichever is more restrictive.
- d. FENCING: Lot owners may erect fencing only in the rear and side yards, not be on the front building lines unless in decorative nature (no chain link) and not to exceed three (3) feet in height. Fencing in rear and side yards may not be higher than six (6) feet. Fencing shall be constructed of synthetic or composite materials for durability and maintenance purposes. Good neighbor fencing in which each side is identical is required for side and rear yards. A permit from the city may be required prior to the installation of fencing. Fencing must also comply with the ordinance requirement of the City of Post Falls.
- e. On any corner Lot, the Lot Owner shall be required to construct a fence identical to the fence which has been installed by the Grantor or its assigns and/or agent(s) around the perimeter of the subdivision, from the front foundation line of a

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residence to the rear property line, obscuring the view of back yard from the roadway, subject to all requirements of the rules, regulations and ordinances of the City of Post Falls.

- f. Radio antennas and satellite dishes over 20 inches in diameter are not allowed on any Lot or Dwelling Unit if they can be seen from outside the specified Lot.
- g. No Owner shall raise the grade of any Lot above the grade established or to be established by Grantor without the prior approval of the Board or its designated agent. All structures shall be of suitable elevation to adjoining lots.
- h. Landscaping. As part of the construction of each single family residence within the project, the Owner shall be required to landscape, plant and maintain the front yard of the residence from the building line to the curb of the roadway, including any portion of the road right-of-way line between the curb and the residential structure. Residential structures located on lots with frontage on more than one(a) roadway shall landscape, plant and maintain all yards lying between the residential structure and the curb of the roadway. The time limit for completion of the required landscaping shall be no later than ninety (90) days from the date of occupancy of the residential structure, unless the certificate of occupancy is issued later than October 1<sup>st</sup>, in which case an extension until May 1<sup>st</sup> of the following year shall be allowed. The Board may grant reasonable additional extensions due to inclement weather upon receipt of acceptable financial security guaranteeing the installation of said improvements. Each Lot Owners shall within six (6) months of the date of occupancy plant, cultivate and maintain at least one (1) leafy tree of one (1) inch or more in diameter at the base, in the front yard or in the curbside grassy swale. Corner Lot Owners shall also plant one(1) tree in the side yard or the side yard grassy swale, but shall not impair traffic site distances.
- i. Landscape Maintenance. Lot Owners shall maintain all landscaping in a neat and reasonable manner, including mowing lawns, trimming bushes, trees and hedges, removal of weeds and debris, and providing adequate water for vegetation and plant life.
- j. Grassy Swales. Lot Owners shall be required to plant and maintain grass in grassy swale areas around such Owners' Lot and shall not allow any fills, grade changes, or floatable obstructions in the drainage area. Grassy swales are constructed for the purpose of surface water treatment and drainage, and are a necessary part of Woodbridge.
- k. It is the intent and purpose to assure that all Dwelling Units shall be constructed of quality materials and workmanship, in harmony of external design, finish, and location in relation to surrounding Dwelling Units and topography, and colorized in a color scheme that has the same hues as the surrounding Dwelling Units.

The Board or its designated agent may modify these standards with respect to the plans and specifications for any particular Lot or Dwelling Unit if the strict application of these

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standards would create an unreasonable hardship on the Owner, or would create a result inconsistent with the appearance or uses of the Lots and Dwelling Units in the vicinity. The Board or its designated agent may also issue rules or guidelines setting forth procedures for the submission of plans for approval requiring a fee payable to the Association to accompany each application for approval or additional factors which it will take into consideration in reviewing submissions.

**Section 7.05 Set-Backs.** Dwelling Units shall meet the five foot (5') standard set back requirements from the property lines opposite their common property line.

**Section 7.06 No Waiver of Future Approvals.** The approval of the Board to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whenever subsequently or additionally submitted for approval or consent.

**Section 7.07 Inspection of Work.** Inspection of work and correction of defects therein shall proceed as follows:

- a. Upon the completion of any work for which approved plans are required under this Article VII, the Owner shall give written notice of completion to the Board.
- b. Within thirty (30) days thereafter, the Board or its duly authorized representative may inspect such Improvement. If the Board finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.
- c. If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance and after affording such Owner Notice and Hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may peacefully remove the noncomplying Improvement or otherwise peacefully remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Special Assessment against such Owner for reimbursement.
- d. If for any reason the Board fails to notify the Owner of noncompliance within sixty (60) days after receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

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Section 7.08 Non-liability of Board Members. Neither Grantor, nor any Member of the Board, nor their representative, including any duly appointed committee member, shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Board's duties hereunder, unless due to the willful misconduct or bad faith of the Board.

Section 7.09 Architectural Control Committee. The Grantor retains the right, so long as it is a Class B Member to appoint one or more architectural control committees to exercise the oversight of either or both the review of and compliance with the design and maintenance standards established in this Declaration. The procedures for such architectural control committee(s) shall be as set for in the By-Laws of the Association.

## ARTICLE VIII

### MAINTENANCE AND REPAIR OBLIGATIONS

Section 8.01 Maintenance Obligations of Owners. It shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Declaration regarding architectural approval, to maintain, repair, replace, and restore areas subject to his exclusive control in a neat, sanitary and attractive condition. Areas subject to the exclusive control of a Lot Owner shall be deemed to include, without limitation, such Owner's Dwelling Unit and areas within such Owner's Lot, and any landscaped areas between such Owner's Lot and the frontage Street for such Lot. Each Owner shall maintain in a clean, attractive and safe condition the driveway and sidewalks if any, located on such Owner's Lot. In the event that any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall in disrepair or not to be so maintained so as to create a dangerous, obstructed, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Board shall have either the right to seek any remedies at law or in equity which it may have, and the right, but not the duty, after Notice and Hearing, to enter upon such Owner's Lot, to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the Owner. Said cost shall be a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration.

## ARTICLE IX

### CHARGES FOR UTILITY SERVICES

Section 9.01 Direct Charges. Charges to an individual Dwelling Unit for natural gas, power or electricity will be made directly by the applicable utility company to the Dwelling Unit Owner beginning with the first occupancy of the Dwelling Unit. First occupancy means when the first individual service is requested for an Owner or renter of the Dwelling Unit. Charges for telephone, cable television and individual security services will be similarly charged directly to the Owner or renter for the service.

Section 9.02 Water, Sewer and Garbage Charges to be Paid Directly or Through the Association. Water, sewer and garbage service will, if possible, also be charged by the purveyor directly to, and paid by, the individual Dwelling Unit Owners. To the extent not possible, then

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the charges for such services will be collected from the individual Dwelling Unit Owners and paid to the entity furnishing the service by the Association. Utility charges will be imposed by the Association and create a lien upon the Dwelling Units using the service.

Section 9.03 Solid Waste Disposal - Garbage. If the applicable purveyor will allow individual garbage/waste disposal billings, the Association shall require the Owner of each occupied Dwelling Unit to provide solid waste and garbage disposal containers for the use of such Dwelling Unit, and charges will be made directly by the purveyor providing the service.

If individual billing is or becomes unavailable, the Association may elect to require individual disposal containers or provide dumpsters at specified locations to service the Dwelling Units as well as the Common Areas. Then the Association will charge each Dwelling Unit, beginning with first occupancy, a utility charge for the solid waste and garbage service. After first occupancy, each Dwelling Unit will be charged for the utility charge whether the dwelling be thereafter occupied or not. The utility charge is to be determined by dividing the cost of service to all dumpsters or pick-up points located on the property by the number of individual Dwelling Units. The Owner of each Dwelling Unit after first occupancy of such Dwelling Unit shall pay his or her proportionate share.

## ARTICLE X

### USE RESTRICTIONS

All real property within the property shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Grantor in Article XVI hereof.

Section 10.01 Single Family Dwelling Units; Leases. Each Dwelling Unit shall be used as a residence for a single Family and for no other purpose. No unit shall be leased or rented for less than six (6) months, without prior written approval by the Association Board of Directors.

Section 10.02 Except to the extent the provisions of the Post Falls City Code, State of Idaho or federal law may expressly otherwise require, the trade or business use of a lot shall be restricted as follows:

- a. Home Occupation Restrictions – The allowable home occupation may only be conducted by a family member, and involve no non-family employees on the site.
- b. Visibility: The allowable home occupation must have no exterior visibility, be conducted totally within the residence, and not open to the public.
- c. Traffic and Parking: The allowable home occupation must not increase vehicular traffic in the project, or increase on-street parking.
- d. Day care facilities, nursery schools, in or outpatient medical facilities, including rehabilitation or recovery facilities, are prohibited within the project.
- e. Educational and religious activities must comply with the above-described Home Occupation Restrictions.

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Section 10.03 Nuisances. No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any Lot, Dwelling Unit or the Common Areas, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner, including continually barking dogs. Except for snow removal equipment, no lawn mower, chain saw, or other loud noise generating device shall be operated on any Lot between the hours of 8:00 PM to 8:00 AM. The Board of Directors shall have the right to determine in accordance with the By-Laws if any noise, odor, interference or activity producing such noise, odor or interference constitutes a nuisance. No Dwelling Unit Owner or tenant/guest thereof shall be allowed to store any boat, unused vehicle, golf cart, camper, R.V., trailer or the like anywhere on the Property, except within a garage, and/or on the garage side of the house at least ten (10) feet back from the front of the home (the "front" of the house that faces the street) and behind a six (6) foot high solid, non-chain link fence, for more than forty-eight (48) hours. Unlicensed, non-operable and unused vehicles shall not be permitted to remain exposed to view at any time.

Section 10.04 Parking. Parking for passenger vehicles, trailers, motorcycles, recreational vehicles and motorized equipment is to be in each Dwelling Unit's garage or driveway or as indicated in Section 10.03 above. To assure adequate fire vehicle access, no parking of vehicles will be allowed on the public or private streets in the subdivision for a period of more than forty-eight (48) hours.

Section 10.05 Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Property or any Dwelling Units, except signs used by Grantor, its successors and assign advertise the Property during construction or a professional sale. The Association shall have the authority to provide one central advertising board not larger than four (4) feet square for use by any Dwelling Unit Owner to post For Sale or For Rent notices thereon. The Association may determine the location and establish rules for use of the advertising board, and be responsible for maintenance thereof.

Section 10.06 Unlawful Activity. No improper, offensive or unlawful use shall be made of the properties nor of any part thereof and all valid laws, zoning ordinances and the regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 10.07 Animal Restrictions. No animals, livestock or poultry of any kind shall be raised, bred or kept in or on any Lot, Dwelling Unit or the Common Areas, except a reasonable quantity of the ordinary household pets such as dogs, cats, and birds may be kept on the Property, provided, however, that they are not kept, bred or maintained for commercial purposes and that they are kept in accordance with animal control laws of the City of Post Falls. No commercial kennels shall be kept on the lot, Dwelling Unit or Common Areas.

Section 10.08 Trash, Firewood Storage. No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Lot, Dwelling Unit or Common Areas, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of neighboring Dwelling Units only when set out for a reasonable period of time (not to exceed twelve (12) hours) before and after

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scheduled trash collection hours. Additionally, all firewood, coal, presto-logs, etc., of any kind shall be stored within the Dwelling Unit or garage and not in view of the public. Each Owner of a Dwelling Unit shall be responsible for cleaning the fireplace chimney flue of said Dwelling Unit on a timely basis, and failure to do so shall give the Association the right, but not the duty, to clean said flue and charge said Owner by means of a Special Assessment immediately upon completion.

Section 10.09 Insurance Rates. Nothing shall be done or kept in the Property which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Property which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 10.10 Drainage. There shall be no interference with the established drainage pattern over any Lot within the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Board. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time that the Dwelling Unit on such Lot is conveyed to a consumer/purchaser from Grantor or other builder, or that which is shown on any plans approved by the Board, which may include drainage from the Common Areas over any Lot or Dwelling Unit in the Property.

Section 10.11 Violation of Governing Instruments. There shall be no violation of the restrictions of this Declaration or of the rules and regulations of the Association adopted in accordance with the provisions of this Declaration and the By-Laws. If any Owner, his or her family, guest, licensee, lessee or invitee violates any such restrictions, the Board may impose a reasonable suspension of voting privileges of such Owner as further provided in the By-Laws, as well as reasonably suspend the rights of said persons to use the Common Area facilities. Additionally, the Board may seek any other remedies provided herein, (including the imposition of fines or monetary penalties as provided in Article V, Section 5.09) or by law.

Section 10.12 No Warranty of Enforceability. While Grantor has no reason to believe that any of the provisions contained in this Declaration are or may be invalid or unenforceable for any reasons or to any extent, Grantor makes no warranty or representation as to the present or future validity or enforceability of any such covenants, conditions and restrictions. Any Owner acquiring a lot or Dwelling Unit in the Property in reliance of one or more of such provisions shall assume all risks of the validity and enforceability thereof and, by acquiring a Lot or Dwelling Unit, agrees to hold Grantor harmless therefrom.

Section 10.13 Temporary Structures. No tent, trailer, mobile home, boat or other recreational vehicle shall be used for human habitation on a temporary or permanent habitation. All temporary structures must also comply with the ordinances of the city of Post Falls, whichever is more restrictive.

## ARTICLE XI

### EASEMENTS

#### **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND RESERVATIONS OF EASEMENTS FOR WOODBRIDGE SOUTH SUBDIVISION - Page 22**

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Section 11.01 Common Area. Each Lot, Dwelling Unit and the Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs of the buildings or other improvements as designed or constructed. A valid easement for said encroachments and for the maintenance of same for so long as they stand shall and does exist.

Section 11.02 Blanket Easement. There is hereby created a blanket easement upon, through and across and over and under all of said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities and service lines and systems, including but not limited to, water, sewer, gas, telephone, electricity and heat pump lines and a master antenna system and/or cable television system. By virtue of this easement, it shall be expressly permissible for the companies providing electrical, water, sewer, gas, master television antenna, cable television, telephone service, alarm systems and/or heat pump lines to install, erect and maintain all necessary pipes and conduit underground and other necessary equipment at over or below grade on said Property and to affix and maintain electrical cable television and/or telephone wires, gas lines, heat pump lines, circuits and conduits on, above, across and under the roofs and exterior walls and through walls of townhouses or other buildings, and meters and shutoffs at or inside and/or outside said buildings. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter into or to cross over the Common Areas, Lots and Dwelling Units and to enter any building during reasonable hours and upon request when occupied (except in an emergency when request may be dispensed with), to inspect and to perform the duties of maintenance and repair of the buildings or Common Areas as provided herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, gas lines, heat pump lines or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Grantor or thereafter approved by Grantor or the Association's Board of Directors. Should any utility or organization furnishing a service covered by the general easement above request that a specific easement be provided by a separate recordable document, Grantor shall have the right to grant such easement on said Property provided it not be broader than the terms hereof. The easement provided for in this Section shall in no way affect any other recorded easement on said premises.

Section 11.03 Blanket Easement to Correct Drainage. The Grantor reserves a blanket easement and right, but not an obligation, for itself, its successors and the Association, on, over and under the ground within the Property to maintain and correct drainage or surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary following which the Grantor, its successors or the Association shall restore the affected property to its original condition as near as practicable. Reasonable notice of intent to take such action shall be given to all affected Owners, unless an emergency appears to exist which precludes such notice.

Section 11.04 Landscape. Grantor reserves an easement for itself, its successors and assigns and for the Association across all of the Common Areas and all of the Landscaping Maintenance Areas to install maintain, repair and replace fencing and landscaping at the discretion of the Grantor, without, however, any obligation to do so.

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Section 11.05 Perimeter Fence Easement. Grantor reserves a five foot (5') easement for itself, its successors and the Association adjacent to and along the perimeter of the Property for the installation, maintenance, repair and replacement of any fence installed by Grantor and/or the Association. Within the easement, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the perimeter fence. If fences are placed in any easement area, other than the outside perimeter fence, it will be the Lot Owner's responsibility to remove it if necessary for the installation, maintenance, repair or replacement of the utilities, drainage facilities or perimeter fence.

## ARTICLE XII

### OWNER'S PROPERTY RIGHTS

Section 12.01 Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right of ingress and egress to and over the Common Areas and a non-exclusive right of enjoyment to the Common Areas which shall be appurtenant to and shall pass with title to every Lot and Dwelling Unit, subject to the following provisions:

- a. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas, to enforce all parking restrictions within the Common Areas, to reasonably limit the number of guests of Owners using the Common Areas, the Common Areas' facilities, and to reasonably restrict access to areas of the Common Areas.
- b. Subject to the provisions of Article XV of this Declaration, the right of the Association to dedicate, release, alienate or transfer all or any part of the Common Areas to any public agency, authority, utility or other person for such purposes and subject to such conditions as may be agreed to by the Members. With the exception of conveyance of easements for utilities serving the Common Areas, the Common Areas shall not be sold, transferred or conveyed by the Association without this Declaration being validly amended to provide for the same.
- c. The right of Grantor, Grantor's assigns and to their sales agents, representatives and prospective purchasers, to the non-exclusive use of the Common Areas, and the facilities thereof, without cost, for access, ingress, egress, use and enjoyment, in order to maintain safe facilities and otherwise dispose of the Property as provided herein, until the Close of Sale of all of the Dwelling Units in the Property; provided however, that such use shall not unreasonably interfere with the rights of enjoyment of the other Owners.
- d. The right of the Board to suspend the rights and easements of any Member and the persons deriving such rights and easements from any Member, for use and enjoyment of any recreational facilities located in the Common Areas, for any period during which the payment of any Common, Capital Improvement, Reconstruction or Special Assessment against such Member and his or her Dwelling Unit remains delinquent, and, after Notice and Hearing, to suspend such rights and easements for the period set forth in the By-Laws for any violation of

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the Declaration, Articles, By-Laws or rules and regulations of the Association it being understood that any suspension for either non-payment of any Assessment or breach of such restrictions shall not constitute a waiver or discharge of the Member's obligation to pay Assessments as provided herein.

- e. The rights and reservations of Grantor as set forth in Article XVI of this Declaration.
- f. The right of the Association (by action of the Board) to reconstruct, replace or refinish any improvement or portion thereof upon the Common Areas, in accordance with the design, finish or standard of construction of such improvement, or of general improvements within the Property, as the case may be, and not in accordance with such original design, finish or standard of construction only with the vote or written consent of a majority of each class of voting membership in the Association.
- g. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Areas.
- h. The rights of any First Mortgagee as set forth in Article XV of this Declaration.
- i. Non-exclusive easements appurtenant for vehicular traffic over all private streets within the Property.
- j. Easements for public services, including but not limited to the right of the firefighters, postal carriers and garbage collectors to enter upon any part of the Common Areas.

Section 12.02 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right to enjoyment of the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property. Any guests of any Owner, his tenants or contract purchaser must be accompanied by said Owner, tenant or contract purchaser when using any part of the Common Areas.

Section 12.03 Waiver of Use. No Owner may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Lot or Dwelling Unit or other property owned by him from liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and the facilities thereon or by abandonment of his Lot or Dwelling Unit or any other property in the Property.

Section 12.04 Title to the Common Area. Grantor covenants for itself, its successors and assigns, that it will convey to the Association fee simple title to the Common Areas free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, and conditions then of record, including those set forth in this Declaration.

Section 12.05 Taxes. Each Owner shall execute such instruments and take such action as may reasonably be specified by the Association to obtain separate real estate tax assessment of

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each Dwelling Unit. If any taxes or assessments may, in the opinion of the Association, nevertheless be a lien on the Common Areas, or any part thereof, they may be paid by the Association and each Owner shall be obligated to pay or to reimburse the Association for the taxes and assessments assessed by the County Assessor or other taxing authority against the Common Areas and attributable to his own Lot or Dwelling Unit and interest, if any, in the Common Areas.

## ARTICLE XIII

### INSURANCE

Section 13.01 Casualty Insurance on Common Areas. The Association shall keep all insurable improvements and fixtures of the Common Areas insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal owned by the Association against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

Section 13.02 Liability and Other Insurance. The Association may obtain general comprehensive public liability insurance and worker's compensation insurance, insuring the Board, the Association, the Owners, Grantor and managing agent, if any, against any liability to the public or the Owners of Lots/Dwelling Units and their invitees or tenants incident to the ownership of the Common Areas. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board, the officers of the Association and the manager and any volunteers against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the requirements established by the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), and the Federal Home Loan Mortgage Corporation ("FHLMC"), so long as any of which is a Mortgagee or an Owner of a Lot or Dwelling Unit in the Property, except to the extent such coverage is not available or has been waived in writing by the FNMA, GNMA and FHLMC, as applicable.

Section 13.03 Manner of Apportioning Assessment for Insurance. Premiums for fire and casualty coverage of Common Area property and general liability coverage insuring the Board, the Association the Owners, Grantor and managing agent, if any, against liability incident to the ownership and management of the Common Areas, shall all be borne equally by all Owners and thus included in the regular Common Assessments of the Owners as levied by the Association.

Section 13.04 Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in

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the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

#### ARTICLE XIV

##### DAMAGE, DESTRUCTION OR CONDEMNATION

Section 14.01 Damage or Destruction of Common Area. Damage to or destruction of all or any portion of the Common Areas shall be handled in the following manner:

- a. In the event of damage or destruction to any of the Common Areas, and the insurance proceeds are sufficient to effect total restoration then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.
- b. If the insurance proceeds are within Five Thousand Dollars (\$5,000.00) or less of being sufficient to effect total restoration to the Common Areas, then the Association shall cause such Common Areas to be repaired and reconstructed substantially as they previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment equally against each of the Dwelling Unit Owners, in accordance with the provisions of Article V, Section 5.05, of this Declaration.
- c. If the insurance proceeds are insufficient by more than Five Thousand Dollars (\$5,000.00) to effect total restoration to the Common Areas, then by written consent or vote of majority of the Members of the Association, the Members shall determine whether (1) to rebuild and restore in substantially the same manner as the improvements existed prior to damage and to raise the necessary funds over the insurance proceeds by levying equal Reconstruction Assessments against all Dwelling Units, (2) to rebuild and restore in a way which utilizes all available insurance proceeds and an additional amount not in excess of Five Thousand Dollars (\$5,000.00) and which is assessable equally to all Dwelling Unit Owners but which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged, or (3) subject to the provisions of Article XIV, to not rebuild and to distribute the available insurance proceeds equally to the Owners and Mortgagees of Dwelling Units as their interest may appear.
- d. Each Member shall be liable to the Association for any damage to the Common Areas not fully reimbursed to the Association by insurance proceeds arising out of or caused by the willful or negligent act of any Owner, his family, guests or invitees. Repair or replacement shall be done at the Owner's expense, or, after Notice and Hearing, a Special Assessment therefore shall be made by the Board against the Owner and his Dwelling Unit.

Section 14.02 Condemnation of Common Area. Except as provided herein, if all or any part of the Common Areas shall be taken or condemned by any public authority or sold or

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otherwise disposed of in lieu of or in avoidance thereof, the provisions of this section shall apply. The Board shall provide each Owner and each First Mortgagee with a written notice of the commencement of any such condemnation proceeding and of any proposed sale or disposition in lieu of or in avoidance of such proceeding.

All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association. In the event that all of the Common Areas are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condemnation Award shall be divided equally among the Owners and Mortgagees of the Dwelling Units and Lots as their interests may appear.

In the event that less than the entire Common Areas are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the rights, title, interests, privileges, duties and obligations of an Owner and Mortgagee in, to or with respect to the Common Areas not so taken or condemned shall continue in full force and effect as provided in this Declaration.

Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 14.01 above.

## ARTICLE XV

### MORTGAGEE PROTECTION CLAUSE

Section 15.01 Notwithstanding any and all provisions hereof to the contrary, the following provisions are added hereto (and to the extent these added provisions conflict with any provisions of the Declaration these added provisions shall control):

- a. Each First Mortgagee of a Mortgage encumbering any Dwelling Unit, at its written request, is entitled to written notification from the Association of any default by the Mortgagor of such Dwelling Unit in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the By-Laws, which default is not cured within thirty (30) days after the Association learns of such default.
- b. Unless at least seventy-five percent (75%) of First Mortgagees have given their prior written approval neither the Association nor the Grantor shall:
  1. subject to Idaho non-profit corporation law to the contrary, by act or omission seek to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the Common Areas and the improvements thereon which are owned by the Association; (The granting of easements for public utilities or for other public purposes or consistent with the intended use of such property by the Association as provided in this Declaration, shall not be deemed a transfer within the meaning of this clause).

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2. change the method of determining the obligations, assessments, dues or other charges which may be levied against a Dwelling Unit Owner, or the method of allocating distributions of hazard insurance proceeds or condemnation awards;
  3. by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of the Dwelling Units, the maintenance of the exterior walls or common fences and driveways, or the upkeep of lawns and planting in the Property;
  4. fail to maintain fire insurance on insurable Common Area property on a current replacement cost basis in an amount as near as possible to one hundred percent (100%) of the advance value (based on current replacement cost);
  5. use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such improvements;
  6. amend this Declaration or the Articles of Incorporation or By-Laws of the Association in such a manner that the material rights of any First Mortgagee will be adversely affected.
- c. First Mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during normal business hours, (2) require from the Association the submission of annual financial reports and other financial data within ninety (90) days following the end of any fiscal year of the Association, (3) receive written notice of all meetings of the Members, and (4) designate in writing a representative to attend all such meetings.
- d. All First Mortgagees shall be given: (1) thirty (30) days written notice prior to the effective date of any proposed material amendment to this Declaration or the Articles of Incorporation or By-Laws of the Association, prior to any abandonment or termination of the Property, and prior to the effective date of any termination of any agreement for professional management of the Property following a decision of the Owners to assume self-management of the Property; and (2) immediate notice following any damages to, or destruction of, the Common Areas and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the Common Areas.
- e. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay any overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such property, and First Mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

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- f. The Board shall secure and cause to be maintained in force at all times a fidelity bond for any person handling funds of the Association, including, but not limited to, employees and volunteers of any professional manager.

In addition to the foregoing, the Board of Directors may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the FHLMC, the FNMA, or the GNMA or any similar entity, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of First Mortgages encumbering Lots with Dwelling Units thereon. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential mortgage borrowers and potential sellers of their Dwelling Units, if such agencies approve the Property as a qualifying subdivision, as adopted from time to time. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage encumbering a Dwelling Unit.

## ARTICLE XVI

### GRANTOR'S SPECIAL RIGHTS

Section 16.01 Grantor or its successors or assigns will undertake the work of developing the Common Areas and the infrastructure for the Lots to be used as building sites for Dwelling Units. The completion of that work and usage of the Lots are essential to the establishment and welfare of the Property as a first-class residential community. In order that said work may be completed and the Property established as a fully occupied residential community as rapidly as possible, neither any Owner nor the Association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

- a. Prevent Grantor, its successors or assigns, or its or their contractors or subcontractors, from doing on any Lot or Dwelling Unit owned by them whatever they determine to be necessary or advisable in connection with the completion of said work; or
- b. Prevent Grantor, its successors or assigns, or its or their representatives, from erecting, constructing and maintaining on any Common Area or any Dwelling Unit or portion thereof owned or controlled by Grantor, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Property as a residential community and disposing of the same in Lots and Dwelling Units by sale; or
- c. Prevent Grantor, its successors or assigns, or its or their contractors or subcontractors, from conducting on any Lot or Dwelling Unit owned or controlled by Grantor, or its successors or assigns, its or their business of developing, grading and constructing Dwelling Units and other improvements in the Property as a residential community and of disposing of Lots or Dwelling Units thereon by sale; or

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- d. Prevent Grantor, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on the Common Areas or any Dwelling Unit owned or controlled by any of them as may be necessary in connection with the sale, lease or other marketing of Lots and Dwelling Units in the Property; or
- e. Prevent Grantor, at any time prior to acquisition of title to a Lot or Dwelling Unit by a purchaser from Grantor, to establish on that Lot additional licenses, reservations and rights-of-way of itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property.

Section 16.02 Model Home(s). Notwithstanding any provisions of this Declaration to the contrary, Grantor shall be allowed to operate, (or to allow the purchasers of multiple Lots to operate), one or more model home/sales offices within the project, as well as to conduct marketing events and activities, host "open house" events, and participate area-wide home shows, for the purpose of selling and marketing lots or homes still owned or retained by the Grantor and/or its assigns.

Section 16.03 Consent to Amendments. Notwithstanding anything to the contrary in this Declaration or the By-Laws, during the seven (7) years commencing from the date this Declaration is recorded, Grantor shall have the exclusive right to approve any amendments to this Declaration and to the By-Laws of the Association, unless such right shall have been earlier relinquished in writing and such instrument recorded in the office of the Kootenai County Recorder.

## ARTICLE XVII

### GENERAL PROVISIONS

Section 17.01 Enforcement. This Declaration, the Articles of Incorporation and the By-Laws may be enforced as follows:

- a. Breach of any of the covenants, conditions and restrictions contained in the Declaration or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by an Owner, including Grantor, or by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the Court may deem reasonable, interest thereon, costs of collection and Court costs.
- b. The result of every act or omission whereby any of the covenants, conditions and restrictions contained in this Declaration or the By-Laws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association or its successors-in-interest.

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- c. The remedies herein provided for breach of the covenants, conditions and restrictions contained in this Declaration or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
- d. The failure of the Association or any Owner to enforce any of the covenants, conditions or restrictions contained in this Declaration or in the By-Laws shall not constitute a waiver of the right to enforce the same thereafter.
- e. A breach of the covenants, conditions or restrictions contained in this Declaration or in the By-Laws shall not affect or impair the lien or charge or any bona fide First Mortgage or Deed of Trust made in good faith and for value on any Lot or Dwelling Unit thereon; Provided However, that any subsequent Owner of such property shall be bound by said covenants, conditions and restrictions, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

Section 17.02 Severability. Invalidation of any of these covenants, conditions or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 17.03 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successive Owners and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, reservations of easements and equitable servitudes shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Amendment or Termination meeting the requirements of an amendment to this Declaration as set forth in Section 17.05 of this Article XVII has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 17.04 Interpretations. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community, and for the maintenance of the Common Areas and other items as set forth herein.

The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction; the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter shall include the masculine, feminine and neuter.

Section 17.05 Amendments. Subject to the further provisions of Article XVI, this Declaration may be amended only by the affirmative vote or written consent of not less than seventy-five percent (75%) of the voting power of each class of Members; Provided However, that the prior written approval of at least seventy-five percent (75%) of all First Mortgagees must be obtained also, before Article XV may be amended. Notwithstanding the foregoing, until the Close of Sale of the Lot in the Property, Grantor shall have the right to terminate or modify this Declaration by recordation of a supplement hereto setting forth such termination or modification. Any supplement or amendment to this Declaration must be signed by at least two (2) officers of

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the Association, indicating that the requisite approvals have been obtained, and such amendment or supplement must be recorded in the Office of the Recorder of Kootenai County, State of Idaho.

Section 17.06 No Public Right of Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public, or for any public use.

Section 17.07 Notice and Acceptance. Every Person who owns, occupies or acquires right, title, estate or interest in or to any Lot or Dwelling Unit or other portion of the Property does and shall be conclusively deemed to have consented and agreed to every limitations, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to those restrictions is contained in the instrument by which such Person acquires an interest in the Property, or any portion thereof.

Section 17.08 Reservation of Easements. Reciprocal, nonexclusive easements are hereby reserved for the benefit of Owners of adjoining Dwelling Units for the control maintenance and repair of the utilities serving adjoining Dwelling Units. Grantor expressly reserves for the benefit of all of the real property in the Property, and the Owners and the Association, reciprocal nonexclusive easements for access, ingress and egress to all Dwelling Units, and over the Common Areas, for the purposes and the enjoyment of the Dwelling Units in accordance with this Declaration, including without limitations for installation and repair of utility services, for drainage over, across and to adjacent Dwelling Units for water resulting from the normal use of adjoining Dwelling Units, and for maintenance and repair of the Landscape Maintenance Areas.

Section 17.09 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail it shall be deemed to have been delivered forty eight (48) hours after a copy of the same has been deposited in the United States mail postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 17.10 No Representation or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Grantor or its agents or employees in connection with the Property or any portion of the Property, or any improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration.

Section 17.11 Arbitration. In the event of any dispute arising under this Declaration, each party shall choose one arbitrator, and such arbitrators shall choose one arbitrator, and the decision shall be by a majority of all arbitrators. This decision shall be final and binding and the rules of the American Arbitration Association shall apply.

Section 17.12 Termination of Any Responsibility of Grantor. In the event that Grantor shall convey any of its right, title and interest in and to the Property to any partnership,

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND RESERVATIONS OF EASEMENTS FOR WOODBRIDGE SOUTH SUBDIVISION - Page 33**

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individual or individuals, corporation or corporations, then in such event, Grantor shall be relieved of the performance of any further duty or obligation hereunder; provided that, except in the event of foreclosure, in order for Grantor to be so relieved of liability, such transferee shall expressly assume all such duties and obligations and shall first be approved by any lender of Grantor holding a mortgage on all or any portion of the Property (which approval shall not be unreasonably withheld).

The undersigned have executed this Declaration on the date first above written.

GRANTOR:

**EXPO PARKWAY NORTH, LLC**


By its Manager, The James R. Watson and Judy R. Watson Revocable Trust dated July 11, 2005:

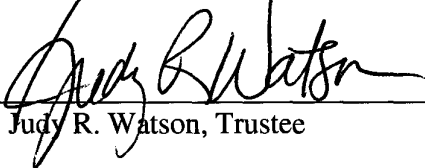
By:   
James R. Watson, Trustee

By:   
Judy R. Watson, Trustee

**102 ACRES, LLC**

By its Manager, The James R. Watson and Judy R. Watson Revocable Trust dated July 11, 2005:

By:   
James R. Watson, Trustee

By:   
Judy R. Watson, Trustee

[Attach California Notary Acknowledgment Forms.]

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND RESERVATIONS OF EASEMENTS FOR WOODBRIDGE SOUTH SUBDIVISION - Page 34**

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

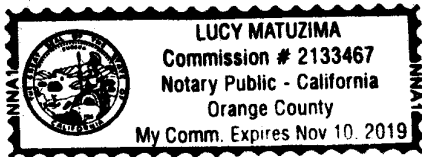
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of orange )  
On November 14, 2017 before me, Lucy Matuzima, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared James R. Watson & Judy R. Watson  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lucy Matuzima  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Declaration of CCR's Document Date: 11/14/17  
Number of Pages: 38 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: James R. Watson  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: Judy R. Watson  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: Expo Parkway North and 102 Acres

Signer Is Representing: Expo Parkway North and 102 Acres

Exhibit "A"

Legal Description of Land

A portion of Section 6, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho more particularly described as follows:

Lots 1 through 2, Block 1, Lots 1 through 10, Block 2 and Lots 1 through 10 and Lots 11 through 30, Block 3 Woodbridge South Subdivision, according to the plat thereof recorded in Book 4 of Plat, pages 203, 203A, records of Kootenai County, State of Idaho.

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Exhibit "B"

Common Areas to be Maintained by the Association

Common Areas to be Maintained by the Association shall include Lot 11, Block 3 and any and all real property and improvements including, without limitation, landscaped areas and medians, recreational facilities, structures, buildings, ponds, fences, roadways, walkways and identification monuments bearing the name of the subdivision, which are owned by the Association for the common use, benefit and enjoyment of all of the Owners. Common Areas shall also include amenities such as trails, walkways, pathways or open spaces dedicated to the City of Post Falls which are subject to any development or maintenance agreement by which the Grantor or its assigns shall be required to maintain or financially contribute to the maintenance of such amenities.

Except where specifically excluded, Common Areas to be maintained by the Homeowners Association shall include all of those portions of the real property which are not conveyed to the individual lot owner, or third party, or dedicated to and accepted by the City of Post Falls or another political subdivision.

Exhibit "C"

Plat of Woodbridge South Subdivision

{C0185546; 2 }

C-1









**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS OF EASEMENTS  
FOR  
WOODBIDGE SOUTH  
LOCATED IN  
POST FALLS, IDAHO**

THIS AMENDED AND RESTATED DECLARATION is made on this 31st day of July, 2018, by the undersigned owners of the subject property, (hereinafter collectively referred to as "Grantor"), to amend and restate those certain covenants, conditions, restrictions and easements for the Woodbridge South subdivision, commonly known, and hereafter referred to, as Woodbridge South, located in the City of Post Falls, Kootenai County, Idaho, recorded November 17, 2017 as Instrument No. 2621077000, records of the Kootenai County Recorder, ("Original Declaration"). Upon recordation of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservations of Easement, (hereafter "Declaration"), the following shall replace and supersede the Original Declaration and hereafter control and govern the Property herein described as follows:

A. Grantor is the owner of certain property (Property), commonly known as Woodbridge South and Woodbridge South First Addition, (collectively referred to herein as "Woodbridge South") each a residential subdivision, in the City of Post Falls, Kootenai County, Idaho, legally described in Exhibit "A" and the final plat ("Plat") of which is depicted in Exhibit "C", each attached hereto and incorporated herein by reference.

B. There has previously been created a non-profit corporation known as Woodbridge South Homeowners Association, Inc., pursuant and subject to Title 30, Chapter 30, Idaho, to which should be delegated and assigned the powers and duties of owning, maintaining and administering the Common Areas in the Property, as described in Exhibit "B" attached hereto and incorporated herein by reference, and for administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges, set forth herein and in this Declaration.

C. The Owners of Lots in the Property described in Exhibit "A" attached hereto, shall be Members of Woodbridge South Homeowners Association, Inc., and subject to all privileges and obligations thereof. In addition, the members of the corporation may include those Owners of Lots in the property lying contiguous and adjacent to the Property described in Exhibit "A", which are included in the subdivision known and approved by the City of Post Falls, Idaho as the Woodbridge South. Such additional membership in the corporation shall be in accordance with the provisions set forth in Article II hereof

D. Grantor intends to develop and convey all of the Lots pursuant to a general plan for development and subject to the protective covenants, conditions, restrictions, reservations,

easements, equitable servitudes, liens and charges provided herein, all running with the Property and Lots.

E. Grantor declares that all of the Lots and Dwelling Units sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved shall be subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Lots and Dwelling Units, in furtherance of a general plan for protection, maintenance, improvement and sale of the Lots and Dwelling Units or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with the Property and Lots and shall be binding upon any parties having any right, title or interest in the Lots and Dwelling Units, or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each Owner thereof and may be enforced by Grantor, by any Owner or by the Association.

## ARTICLE I

### DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used in this Declaration shall have the following meanings:

Section 1.01 "Articles" shall mean the Articles of Incorporation of the Woodbridge South Homeowners Association, Inc., filed in the Office of the Secretary of State of the State of Idaho on November 15, 2017, and any amendments thereto.

Section 1.02 "Assessment" shall mean any of the assessments that may be charged against an Owner and his or her Lot and Dwelling Unit under the terms of this Declaration.

Section 1.03 "Association" shall mean Woodbridge South Homeowners Association, Inc., a non-profit corporation formed under the laws of Idaho, its successors and assigns.

Section 1.04 "Association Maintenance Fund" shall mean the account, created for receipts and disbursements of the Association, pursuant to Article V hereof.

Section 1.05 "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be, and the assignees of such mortgage or beneficiary.

Section 1.06 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.07 "Bylaws" shall mean the Bylaws of the Association, as from time to time amended.

Section 1.08 "Capital Improvement Assessment" shall mean a charge against each Owner and his or her Dwelling Unit, representing a portion of the costs to the Association for installation or construction of any Improvements on any portion of the Common Areas, or

Landscape Maintenance Areas which the Association may from time to time authorize, pursuant to the provisions of this Declaration.

Section 1.09 "Close of Sale" shall mean the date on which a deed or real estate contract is recorded conveying a Lot or Dwelling Unit to a purchaser.

Section 1.10 "Common Areas" shall mean all that Property exclusive of the Lots and as further described in Exhibit B, attached.

Section 1.11 "Common Assessment" shall mean the monthly charge against each Owner and his or her Dwelling Unit, representing a portion of the total ordinary costs of maintaining, improving, repairing, replacing, managing and operating the Common Areas and, if applicable, the Landscape Maintenance Areas, as more fully described herein.

Section 1.12 "Common Expenses" shall mean the actual and estimated costs of, maintenance, management, operation, repair and replacement of the Common Areas (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvements Assessments), including those costs not paid by the Owner responsible for payment; the costs of any commonly metered utilities and other commonly metered charges for the Property, and any other property for which the Association is responsible, costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, gardening and other services benefitting the Common Areas or Landscape Maintenance Areas; the costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance all covering the Property, and any other property for which the Association is responsible, the costs of bonding the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrances levied against the Property for the benefit of all of the Owners; other expenses described in Section 5.03 and as approved by the Board pursuant to this Declaration.

Section 1.13 "Declaration" shall mean this instrument as it may be amended and/or restated from time to time.

Section 1.14 "Dwelling Unit" shall mean a residential building located on a Lot designed and intended for use and occupancy as a residency by a single family, and shall include the underlying Lot.

Section 1.15 "Exterior Landscaping and Perimeter Fences" shall be considered part of the Common Areas.

Section 1.16 "Family" shall mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption or (2) a group of not more than three (3) natural persons not all so related, who maintain a common household in a Dwelling Unit. Provided that nothing in this definition shall be interpreted so as to violate any effective provision of local, state or federal law with regard to housing for persons with disabilities.

Section 1.17 "First Mortgage" shall mean the primary or priority Mortgage or Deed of Trust on a Lot or Dwelling Unit, recorded prior to the due date of any Assessment.

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND RESERVATIONS OF EASEMENTS FOR WOODBRIDGE SOUTH - PAGE 3**

{C0205992; 7 }

Section 1.18 "First Mortgagee" shall mean a Mortgagee which holds or owns a First Mortgage. "Eligible First Mortgagee" has the meaning ascribed in Section 15.01(c).

Section 1.19 "Grantor" shall mean Expo Parkway North, LLC and 102 Acres, LLC, each an Idaho limited liability company as to their respective property ownerships.

Section 1.20 "Improvement" shall mean any structure or appurtenance thereto of every type and kind, including but not limited to buildings, outbuildings, walkways, sprinkler pipes, garages, carports, ponds, cabanas, recreational facilities, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, antennae, hedges, windbreaks, plants, planted trees and shrubs, poles, signs, exterior air conditioning and water-softening fixtures or equipment.

Section 1.21 "Landscape Maintenance Areas" shall mean all plants, planted trees, shrubs, ground cover and other landscaping improvements originally constructed by Grantor or Grantor's assigns or agents in or upon the Common Areas. Landscape Maintenance Areas shall include amenities such as trails, walkways, pathways or open spaces dedicated to the City of Post Falls which are subject to any development or maintenance agreement by which the Grantor or its assigns shall be required to maintain or financially contribute to the maintenance of such amenities.

Section 1.22 "Lease" shall mean any agreement for the leasing or rental of a Dwelling Unit.

Section 1.23 "Lot" shall mean any plot of land shown upon the recorded Plat of the Property, except for the Common Areas and any area dedicated to the City of Post Falls, and set aside and approved for construction of a Dwelling Unit thereon.

Section 1.24 "Manager" shall mean the person or firm appointed by the Association as its agent and delegated certain duties and powers of the Association.

Section 1.25 "Member" shall mean any party holding a membership in the Association.

Section 1.26 "Mortgage," "Mortgagee" and "Mortgagor" shall mean any mortgage, deed of trust, trust deed or other conveyance of a Lot, Dwelling Unit or other portion of the Property to secure the performance of any obligation which will be reconveyed upon the completion of such performance. The term "Deed of Trust" or "Trust Deed" when used herein shall be synonymous with the term "Mortgage". The term "Mortgagee" shall mean a person or entity to whom a Mortgage is made and shall include the beneficiary of a Deed of Trust. "Mortgagor" shall mean a person or entity who mortgages his or her Lot or Dwelling Unit to another (i.e., the maker of a Mortgage), and shall include the "Trustor" or "Grantor" of a Deed of Trust. The terms "Trustor" and "Grantor" shall be synonymous with the term "Mortgagor" and the term "Beneficiary" shall be synonymous with the term "Mortgagee".

Section 1.27 "Notice and Hearing" shall mean written notice and a hearing at which the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner's expense, in the manner provided herein and in the Bylaws.

Section 1.28 "Owner" shall mean the Person or Persons including Grantor, holding fee simple interest of record to, or the real estate contract purchaser of, any Lot or Dwelling Unit which is a part of the Property. For purposes of Article X only, unless the context otherwise required, Owner shall also include the family, guests, invitees, licensees and lessees of any Owner. "Builder Owner" shall mean an Owner holding title for the purpose of constructing and selling single-family residences on a Lot.

Section 1.29 "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 1.30 "Property" shall mean all of the real property described in Exhibit "A".

Section 1.31 "Record," "Recorded," "Filed" and "Recordation" shall mean, with respect to any document, the recording of such document in the appropriate office in Kootenai County, Idaho.

Section 1.32 "Reconstruction Assessment" shall mean a charge against each Owner and his Lot or Dwelling Unit, representing a portion of the cost to the Association for reconstruction of any portion of the Improvements on the Common Areas, and Landscape Maintenance Areas.

Section 1.33 "Special Assessment" shall mean a charge against a particular Owner and his or her Lot or Dwelling Unit, directly attributable to such Owner, equal to the cost incurred or levied by the Association for corrective action pursuant to the provisions of this Declaration and shall also include those assessments in the nature of fines or monetary penalties provided for in Sections 4.01(i) and 5.09.

Section 1.34 "Special Grantor Rights" shall mean those rights granted to Grantor in Sections 2.03, 3.01, 17.05 and Article XVI.

Section 1.35 "Streets" shall mean, except where the context requires otherwise, any roadways or common access ways throughout the development which have been dedicated or conveyed to the City of Post Falls or other public authority.

## ARTICLE II

### MEMBERSHIP IN ASSOCIATION

Section 2.01 Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Lot. Ownership of such Lot shall be the sole qualification for membership in the Association.

Section 2.02 Transfer. The Association membership held by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale of or encumbrance of such Lot, and then only to the purchaser or Mortgagee of such Lot. Any attempt to make a prohibited transfer is void. A Member who has transferred fee interest to his Lot or who has sold his Lot to a contract purchaser under a real estate contract shall ipso facto be deemed to have transferred to such grantee or contract purchaser his membership rights in the Association.

Section 2.03 Additional Memberships: Grantor intends to develop or cause to be developed one or more additional phases Woodbridge South by recording subdivision plats of certain additional real property ("Adjacent Property") lying adjacent and contiguous to the Property legally described in Exhibit "A." It is intended that either Grantor shall be the owner of such Adjacent Property or that the Members of Grantor will also be the Members of one or more other Idaho limited liability companies (or other entities) which are or may be the fee simple owners of such Adjacent Property, ("Additional Phase Grantor(s)"). Nothing herein shall require Grantor to permit such Adjacent Property to be developed as additional phases of Woodbridge South, and such election shall be at the sole option of the Grantor, its successors and assigns. The owners of any lots developed within said additional phases of Woodbridge South shall be included as Members of the Association, subject to the following terms and conditions:

- a. Additional memberships in the Association shall not exceed the number of lots within the geographic boundaries of the Adjacent Property.
- b. Inclusion of such additional phases shall be at the sole discretion of the Grantor and Grantor or its successors or assigns shall not be obligated to include such lots for membership.
- c. If Grantor chooses to include any Adjacent Property as an additional phase of Woodbridge South, the same must be first approved by the City of Post Falls and such inclusion shall be for the entire phase of construction according to any additional phase subdivision plat. In other words, all lots within said phase must be included if any of said lots are to be included for membership in the Association.
- d. Grantor shall provide written notice to the Association of the intention to include such owners of lots of any additional phase(s) of Woodbridge South as Members of the Association prior to the sale of any lot in such additional phase.
- e. Grantor shall provide to the Association a copy of the preliminarily approved plat of the lots for which Owners are to be included for Membership in the Association with the notice of its intention to include such lots.

- f. The Additional Phase Grantor shall, at the time of recording the final plat of any additional phase in which Owners of Lots are to be included as members of the Association, properly record with the Office of the Recorder of Kootenai County, State of Idaho, a Declaration of Covenants, Conditions, Restrictions and Reservations of Easements substantially identical to those set forth herein, excluding differences in the minimum size of Dwelling Units to be constructed. In the alternative, Grantor and any Additional Phase Grantor may record an amendment to this Declaration to make applicable to such additional phase, the provisions of this Declaration.
- g. Upon such notice to the Association, all owners of lots within the additional phase to be included shall become Members of the Association in accordance with the terms of these Declarations, and with all of the privileges, benefits, and obligations of membership, as though they had been originally included as Members, excepting, that any assessments or charges accruing to such membership shall not be retroactive.
- h. All of the common areas of any phase subsequently included in accordance with the provisions hereof shall be owned and maintained by the Association in accordance with the terms of these Declarations.
- i. Grantor's right to include the owners of lots within the additional phases of Woodbridge South shall expire ten (10) years from the date of recording of this Amended & Restated Declaration.

### ARTICLE III

#### VOTING RIGHTS

Section 3.01 Classes of Voting Membership. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A Members shall be all Owners in the Property, with the exception of the Grantor and any Additional Phase Grantor, for so long as there exists a Class B membership for the Association. Class A Members shall be entitled to one (1) vote for each Lot owned. Grantor and any Additional Phase Grantor shall become a Class A Member with regard to Lots owned by Grantor or Additional Phase Grantor upon conversion of its Class B Membership as provided below. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised in accordance with Article III, Section 3.02 of this Declaration, and in no event shall more than one (1) Class A vote be cast with respect to any Lot.

Class B. The Class B Member shall be comprised of the Grantor, as defined in Section 1.21, and any Additional Phase Grantor. Grantor and any Additional Phase Grantor shall be entitled to an aggregate of ten (10) votes for each Lot in the Property, (i.e., notwithstanding ownership), divided proportionately between them based upon their respective remaining Lot ownerships. The Class B Membership shall cease and be converted to Class A Membership, (but

only as to any Lots then owned by Grantor or Additional Phase Grantor, on the happening of the earliest of the following events:

- a. As to: (i) Grantor, at such time as one hundred percent (100%) of all Lots located in Woodbridge South within the Property described in Exhibit A, have been deeded to owners other than the Grantor; and (ii) any Additional Phase Grantor, at such time as one hundred percent (100%) of all Lots located within any Adjacent Property owned by such Additional Phase Grantor, have been deeded to owners other than such Additional Phase Grantor; or
- b. Ten (10) years from the Close of Sale of the first Lot sold in the Property as to Grantor, and ten (10) years from the Close of Sale of the first Lot sold in any Adjacent Property as to any Additional Phase Grantor; or
- c. Upon Grantor's and any Additional Phase Grantor's written relinquishment of its Class B Membership.

Section 3.02 Vote Distribution. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person has an interest in any Lot ("co-owner"), all such co-owners shall be members and may attend any meeting of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a single vote. Where no voting co-owner is designated or if such designation has been revoked, the vote for such Lot shall be exercised as a majority of the co-owners of the Lot mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that the voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Lot where the majority of the co-owners present in person or by proxy and representing such Lot cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the Bylaws, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, the Articles and Bylaws, provided, however, Grantor, any Additional Phase Grantor or their assignees, so long as Grantor or any such Additional Phase Grantor remains a Class B Member, shall have the absolute right to appoint one (1) Member to the Board of Directors regardless of the voting results.

Section 3.03 Rights of Additional Phase Grantors. To the extent this Declaration grants any rights or imposes any obligations upon Grantor, such right and obligations shall be deemed to vest in or become obligations of any Additional Phase Grantor as to the Property or Adjacent Property owned by it or its successors or assigns. Any reference only to Grantor herein, to the extent reasonably necessary to affect the foregoing intent, shall also be deemed a reference to any Additional Phase Grantor.

## ARTICLE IV

### JURISDICTION OF ASSOCIATION

Section 4.01 The Association, acting through its Board of Directors shall also have:

- a. The authority and the duty to maintain, repair and otherwise manage the Common Areas and Landscape Maintenance Areas and all utilities, improvements and landscaping thereon, all in accordance with the provisions of this Declaration.
- b. The authority and the duty to maintain and repair any private streets and roadways within the Property, including clearing, snow removal and periodic resurfacing as necessary.
- c. The authority and the duty to maintain the storm and drainage facilities within the Common Areas.
- d. The authority and the duty to obtain, for the benefit of the Property, refuse collection and electric, water, and sewer services for the Common Areas. Refuse collection for the Dwelling Units and payment therefore shall be up to each individual Dwelling Unit Owner unless the regulations of the designated purveyor of said services provide to the contrary, and in that event, refuse collection shall be the responsibility of the Association.
- e. The authority and the duty to grant easements, rights of way, or strips of land, where necessary, for utilities over the Common Areas to serve the Common Areas and the Lots.
- f. The authority and the duty to maintain such policy or policies of liability and fire insurance with respect to the Common Areas and personal property, if any, owned by the Association as provided herein furthering the purposes of and protecting the interests of the Association and Members and as directed by this Declaration and the Bylaws.
- g. The authority but not the duty to employ or contract with a professional manager to perform all or any part of the duties and responsibilities of the Association, and the authority to delegate its authority to committees, officers and employees.
- h. The authority but not the duty to, after Notice and Hearing, without being liable to any Owner, enter any Lot or Dwelling Unit for the purpose of enforcing by peaceful means the provisions of this Declaration, or for the purpose of maintaining or repairing any such area if for any reason whatsoever the Owner fails to maintain or repair any such area as required by this Declaration. Said cost shall be a Special Assessment on said Owner's property and shall create a lien enforceable in the same manner as other Assessments as set forth in this Declaration. Said Owner shall pay promptly all amounts due for such work.

- i. The authority to levy and enforce assessments in accordance with Article V of this Declaration, specifically including without limitation the right to levy special assessments in the nature of fines and monetary penalties as provided in Section 5.09.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

Section 5.01 Creation of the Lien and Personal Obligation of Assessments. Grantor, for each Dwelling Unit owned within the Property, hereby covenants, and each Owner of any Dwelling Unit by acceptance of a deed or real estate contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree, to pay to the Association (1) Annual Common Assessments for Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, and (4) Reconstruction Assessments; with such Assessments to be established and collected as hereinafter provided. Such Assessments, together with interest as set out herein, costs and reasonable attorney's fees for the collection thereof, shall be a lien on the Dwelling Unit and Lot thereunder, and shall be a continuing lien from the due date of the Assessment. Each such Assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Dwelling Unit at the time when the Assessment fell due. The personal obligation of the Owner shall not pass to his successors in title unless expressly assumed by them.

Section 5.02 Creation of Fund. The Board of Directors shall establish a separate account (the "Association Maintenance Fund") into which shall be deposited all Assessments paid to the Association and from which disbursements shall be made in performance of functions by the Association. The Association Maintenance Fund shall include (1) an operating fund for current Common Expenses, and (2) a reserve fund for Common Expenses which would not reasonably be expected to recur on an annual or less frequent basis. If an operating fund or reserve fund proves at any time to be inadequate for any reason, the Board may at any time levy a supplemental Common Assessment, subject to the provisions of Section 5.05 of this Article.

Section 5.03 Purpose of Common Assessments. The Common Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, recreation and welfare of the Owners and for the improvement and maintenance of the roadways and Common Areas. Nothing in this Declaration shall be construed in such a way as to permit the Association to use any Assessments to abate any nuisance or annoyance emanating from outside the boundaries of the property without the prior approval of the Board. Common Assessments shall include without limitation, and the Association shall acquire and pay for out of the applicable funds derived from said Common Assessments, the following:

- a. Water, sewer, electrical, lighting and other necessary utility services for the Common Areas. Garbage and refuse collection service for the Dwelling Units may also be included if the applicable purveyor's regulations prohibit individual contracting for said service. Each Dwelling Unit Owner shall be responsible for paying its own water and electricity usage and any other individually measured utility or service, promptly when due.

- b. Maintenance and repair of the private streets and parking areas lying within the Common Areas, as well as all costs of snow removal and street cleaning related to said areas.
- c. Landscape planting and maintenance by the Association of all landscaping, planted areas and sprinkler systems within the Common Areas, including commonly metered irrigation and electrical services.
- d. Fire and casualty insurance with extended coverage as provided herein, covering the full insurable replacement cost of the Common Areas Improvements.
- e. Liability insurance, as provided herein, insuring the Owners and the Association, its Directors and Officers against any liability to the public or to any Owner, their invitees or tenants, incident to their occupation and use of the Common Areas, and Landscape Maintenance Areas, with limits of liability to be set by the Board of Directors of the Association.
- f. Worker's Compensation Insurance to the extent necessary to comply with any applicable laws, medical payments, insurance, liquor liability insurance and any other insurance deemed necessary by the Board of Directors of the Association.
- g. Standard fidelity bonds covering all members of the Board of Directors of the Association and other employees and volunteers of the Association as and in an amount as determined by the Board of Directors, but not less than two times the sum of the annual Common Assessments of the Association.
- h. Painting, maintenance, repair and replacement of all buildings, equipment, recreation facilities, fences and landscaping in, on, and of the Common Areas, as the Board shall determine is necessary and proper.
- i. All real estate taxes pertaining to the Common Areas, and applicable personal property taxes on property owned by the Association and used in the Common Areas.
- j. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay for pursuant to the terms of this Declaration or by law or which in the opinion of the Associations' Board of Directors shall be necessary or proper for the operation of the Common Areas or for the enforcement of the provisions of this Declaration.

Section 5.04 Adjustment of Annual Common Assessment. From and after the Close of Sale of the first Dwelling Unit on the Property, the amount of each of the components which make up the Annual Common Assessment for Dwelling Units pursuant to Section 5.03 above may be increased or decreased by the Board effective as of January 1 of each year thereafter without a vote of the membership, by not more than ten percent (10%) of the Assessment amount for the most recent Assessment year. The Annual Common Assessment charged to the Owners of all Dwelling Units pursuant to Section 5.03 above may be increased or decreased by the

Association by more than ten percent (10%) with the consent of at least two-thirds (2/3) of the voting power of those Members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than twenty (20) days nor more than sixty (60) days in advance of the meeting.

Section 5.05 Capital Improvement and Reconstruction Assessments. In addition to the Common Assessment authorized above, the Board of Directors of the Association may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement or other such addition upon the Common Areas, including fixtures and personal property related thereto; provided that whenever the aggregate Capital Improvement and Reconstruction Assessments in any fiscal year exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, such excess shall require the consent of two-thirds (2/3) of the voting power of those Members, voting in person or by proxy, at a meeting duly called for such purposes, written notice of which shall be sent Members not less than twenty (20) days nor more than sixty (60) days in advance of the meeting.

Section 5.06 Uniform Rate of Assessment and Due Date. Except as stated to the contrary herein, Common Assessments, Capital Improvement Assessments and Reconstruction Assessments provided for in this Article V shall be established at a uniform rate; provided, however, the Association may, subject to the provisions of this Article, levy Special Assessments against specific Owners who have caused the Association to incur special expenses due to willful or negligent acts or extraordinary demand for services, repairs or maintenance required as a result of said Owners, their guests or agents, or who, as provided in Section 5.09 are found to have violated the provisions of this Declaration, the Bylaws or duly adopted rules and regulations of the Association. All Common Assessments shall be due and payable on or before the thirty-first day of January of each year and other Assessments shall be paid and collected at such frequency as the Board shall determine from time to time.

Section 5.07 Date of Commencement of Common Assessments; Financial Statements; Budget. The Annual Common Assessments shall commence on the first day of the month following the Close of Sale of the first Dwelling Unit. Upon the closing of each initial sale of a Dwelling Unit, the purchaser of such Dwelling Unit shall pay the current annual Common Assessment prorated to the date of closing. Written notice of any change in the amount of any annual Common Assessment shall be sent to every Owner not less than twenty (20) days prior to the effective date of such change. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the Assessments on a specified Dwelling Unit have been paid. A properly executed certificate of the Association as to the status of Assessments against a Dwelling Unit is binding upon the Association as of the date of its issuance.

The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, including deposits in and withdrawals from any reserve funds, and shall cause to be distributed a copy of each such statement to each Member, and to each First Mortgagee who has filed a written

request for copies of the same with the Board of Directors, in the manner provided in the Bylaws.

At least sixty (60) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the membership of the Association a written, itemized estimate (budget) of the income and expenses of the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and deposits into any reserve funds, less any expected income and accounting for any surplus from the prior year). If the estimated sums prove inadequate for any reasons, including non-payment of any Owner's Common Assessment, the Board may at any time levy supplemental Common Assessments, subject to the provisions of this Article.

Section 5.08 Exempt Property. The following portions of the Property subject to this Declaration shall be exempt from the Assessments herein:

- a. All portions of the Property dedicated to and accepted by a local public authority;
- b. The Common Areas;
- c. All Lots and/or Dwelling Units owned by the Grantor; provided, however, Grantor shall reimburse the Association as long as Grantor is an owner of a Lot and/or Dwelling Unit, for its proportionate share of the remaining actual cost of Common Expenses after application of the Common Assessments, based on the number of remaining Lots owned by Grantor in relation to the total number of Lots in the Property owned by Grantor and those other persons with Dwelling Units in the planning stage or under construction as described in Section 5.08(d) below; and
- d. All Lots owned by persons other than the Grantor with Dwelling Units in the planning stage or under construction, until each such Dwelling Unit is sold to a consumer/purchaser and has received a Certificate of Occupancy from the applicable governmental authority; provided, however, each-such Owner shall reimburse the Association for such Owner's proportionate share of the remaining actual cost of Common Expenses after application of the Common Assessments, based on the number of such Lots owned by such Owner in relation to the total number of Lots in the Property owned by Grantor and other persons with Dwelling Units in the planning stage or under construction as described in this subsection.

Section 5.09 Fines and Monetary Penalties. In addition to the Common, Capital and Reconstruction Assessments and other Special Assessments authorized above, the Board may levy Special Assessments against a Lot and its Owner(s): (a) in the nature of a fine or monetary penalty levied as the result of a violation of or failure to comply with a provision of the Declaration, Bylaws or any duly adopted rule or regulation of the Association, and (b) to reimburse the Association for costs incurred in bringing that Owner and his or her Lot into compliance with the Project Documents, including actual attorneys' fees and costs incurred by the Association; and (c) interest on such sums at the highest rate allowed by law from the date

due until paid. The imposition of such fines or monetary penalties shall be in accordance with the provision of the Bylaws and shall otherwise comply with applicable law. A schedule of fines for violations will be established by the Board of Directors at the annual meeting and distributed to the Owners.

## ARTICLE VI

### EFFECT OF NON-PAYMENT OF ASSESSMENTS REMEDIES OF THE ASSOCIATION

Section 6.01 Effect of Non-Payment of Assessment; Remedies of the Association. Any Common Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law, and the Owner responsible therefor may also be required further by the Board of Directors to pay each month a late charge of Five Dollars (\$5.00) or five percent (5%) of the amount of the delinquent assessment or installment, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot and/or Dwelling Unit. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot/Dwelling Unit.

If any installment of any Assessment is not paid within thirty (30) days after its due date, the Board may mail an Acceleration Notice to the Owner and to each First Mortgagee of a Dwelling Unit which has requested a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, which action shall include paying all installments coming due during the period allowed to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to Owner, by which such default must be cured, (4) that failure to cure the default on or before the date specified in the notice will result in acceleration of the balance of the installments of the Assessment for the then current fiscal year and sale of the Lot and Dwelling Unit, and (5) the legal description of the Lot and Dwelling Unit. If the delinquent installments of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board may, at its option without further demand, enforce the collection of the full Assessment and all charges thereon in any manner authorized by law and this Declaration.

Section 6.02 Notice of Assessment. No action shall be brought to enforce any Assessment lien, unless at least ten (10) days have expired following the date a Notice of Assessment is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot/Dwelling Unit, and a copy thereof has been recorded by the Association in the Office of the Kootenai County Auditor. The Notice of Assessment must recite a good and sufficient legal description of any such Lot/Dwelling Unit, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment at the highest rate allowed by law, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant. Such Notice of Assessment shall be signed and acknowledged by an officer of the Association. For the purposes of this Section 6.02, an Acceleration Notice given

under Section 6.01 shall be deemed to be a Notice of Assessment if recorded in the Office of the Kootenai County Auditor.

Section 6.03 Curing a Default. Upon the timely curing of any default for which a Notice of Assessment or Acceleration Notice was filed by the Association, the officers thereof shall record an appropriate Release of Lien upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed One Hundred Fifty Dollars (\$150.00), to cover the cost of preparing and recording such release. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the lien upon any Lot/Dwelling Unit created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request and payment of a reasonable fee, to be determined by the Board.

Section 6.04 Cumulative Remedies. The Assessment liens and the other legal rights hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

Section 6.05 Mortgage Protection. Notwithstanding all other provisions hereof, no lien created under Articles V or VI, nor any breach of this Declaration, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the Beneficiary under any recorded First Mortgage upon a Lot or Dwelling Unit made in good faith and for value; provided that after such Beneficiary or some other person obtains title to such Lot or Dwelling Unit by judicial foreclosure or by means of the power of sale set forth in such Deed of Trust, such Dwelling Unit shall remain subject to the Declaration and payment of all Assessments accruing subsequent to the date such Beneficiary or other person obtains title and claims for a share of unpaid Assessments reallocated to all units, including each unit foreclosed.

## ARTICLE VII

### ARCHITECTURAL CONTROL

Section 7.01 Approval by the Board. No buildings, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall an exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the quality of materials, harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or designated agent thereof.

Section 7.02 Reasons for Disapproval. The Board or its designated agent shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- a. The failure of such plans and specifications to comply with any of the restrictions contained herein, or to include information as may have been reasonably requested;

- b. The objection to the exterior design appearance, materials, color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure;
- c. The incompatibility of any proposed structure, use or parking areas with existing structures or uses on such Lot or upon other Lots in the vicinity, or the insufficiency of the size of the parking areas in relation to the proposed use of the Lot;
- d. The objection to the grading plan for any Lot, or the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity; or
- e. Any other matter which would render the proposed structures or uses inharmonious with the general plan of improvement of the Property or with structures or uses located upon other Lots in the vicinity.

In any case where the Board or its designated agent shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based.

**Section 7.03 Unapproved Construction; Remedies.** If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, other than in accordance with plans and specifications approved by the Board or its designated agent pursuant to the provisions of this Article VII, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein. Upon written notice from the Board or its designated agent, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, to extinguish such violation. If within fifteen (15) days after the notice of such violation the owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation. The cost thereof shall be a binding, personal obligation of such owner as well as a lien upon the Lot in question. The lien provided in this Section 7.03 shall not be valid as against a bona fide purchaser (or bona fide Mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Kootenai County, Idaho prior to the recordation among the land records of Kootenai County of the deed or Mortgage conveying the Lot in question to such purchaser or subjecting the same to such Mortgage.

**Section 7.04 Building Standards.** With respect to Dwelling Units on the Lots, the following standards shall apply:

- a. Each home shall be faced with brick, stone, wood or composite double wall lap siding, or combination thereof. No vinyl, steel, aluminum or T-111 plywood siding shall be permitted.

- b. Approved roofing shall be of cedar shake, tile, masonite shakes, or high quality 25-year laminated roofing composition previously approved by the Board or its designated agent. Metal roofing shall be used for accents only.
- c. No building, except as outlined in 7.04(d), shall be erected on any Lot except one (1) detached Dwelling Unit that does not exceed height standards of the City of Post Falls, and that includes a garage for not less than two (2) cars. Minimum square footage to be as follows: single level not less than 1,400 sq. ft.; multi-level not less than 1,400 sq. ft. above grade final and not less than 1,900 sq. ft. including unfinished area; two-Story not less than 1,400 sq. ft. main level and 1,600 sq. ft. No structure may be moved on to a lot; new construction is required. No tent, trailer, mobile home, boat or other recreational vehicle shall be used for human habitation on a temporary or permanent basis on any lot at any time. No building shall be erected or placed on any lot until the construction plans and specifications, and a plan showing the location of structures has been reviewed and approved by the Board or any appointed architecture control committee to which such authority has been delegated as to the quality of workmanship and materials, the harmony of the external design with existing structures, building site location with respect to topography and finished grade elevations.
- d. Accessory Structures: Accessory structures may be placed on the property subject to the following standards: (i) both the siding and roofing colors of any such structures match that of the residential structure on the Lot; (ii) the total area footprint shall, in the aggregate, not exceed: one hundred twenty (120) square feet on Lots smaller than twelve thousand (12,000) square feet; in excess of three hundred fifty (350) square feet on Lots at least twelve thousand (12,000) square feet and less than fifteen thousand (15,000) square feet; and in excess of six hundred (600) square feet on Lots of fifteen thousand (15,000) square feet or greater; (iii) any accessory structure shall have a maximum height of eighteen (18) feet at the ridge; (iv) all eaves must overhang no less than twelve (12) inches on all sides and be enclosed; and, (v) the roof must be a minimum of 4/12 pitch. All accessory structures must also comply with the ordinances of the city of Post Falls, whichever is more restrictive.
- e. Fencing: Builder Owners shall cause to be erected prior to the close of escrow to any subsequent Owner, fencing in the rear and side yards. Fencing shall not be permitted on front building lines and within any City required front yard setback unless decorative in nature and approved pursuant to Article VII. Any front yard fencing shall not exceed three (3) feet in height. No front yard chain link shall be permitted under any circumstances. Front yard fencing shall further be subject to reasonable conditions imposed by the Board or any applicable architectural control committee. Fencing in rear and side yards shall not exceed six (6) feet. Side yard, back property line and perimeter fencing shall, for durability and maintenance purposes, be constructed of vinyl fencing material in "taupe" or similar color and shall be of the same grade, color and material as the perimeter fencing installed by Grantor. Good neighbor fencing in which each side is identical is required for side and rear yards and may be required by the Board or

any applicable architectural control committee for front yard fencing. A permit from the city may be required prior to the installation of fencing and fencing must also comply with Article VII and the ordinance requirements of the City of Post Falls. All Builder Owners shall be required to complete the construction of side yard and back or perimeter back property boundary line fencing to the extent not already constructed, together with installation of approved front yard landscaping, in each case prior to the close of escrow to any subsequent Owner. All Builder Owners, (or any individual Owner in the case of direct sale by Grantor or where a Builder Owner has failed to comply) acquiring title to a Lot which shares a property boundary with any other Lot and upon which shared boundary line there has been constructed fencing which complies with the standards set forth herein, shall be obligated to pay, either directly to the party which incurred the cost of such shared fencing or, in the alternative, into the closing escrow, in addition to the Lot purchase price, an amount equal to one-half (1/2) of the actual cost of constructing and installing such fencing (but not to exceed \$30.00 per linear foot), on such shared boundary lines. Escrow closing agent or other agent designated by Grantor shall collect and hold such funds to be timely remitted to the party responsible for constructing and installing such shared boundary fencing upon reasonable proof of such cost incurred and otherwise pursuant to any escrow agreement reasonably required by such agent. Grantor shall not be held responsible for the proper placement and installation, collection of any such sums or obligated to reimburse any other party for the costs of such shared boundary fencing or costs incurred in collecting the same.

- f. On any corner Lot, the Builder Owner prior to the close of escrow to any subsequent Owner, (or any individual Owner in the case of direct sale by Grantor or where a Builder Owner has failed to comply), shall be required to construct a fence identical to the fence which has been installed by the Grantor or its assigns and/or agent(s) around the perimeter of the subdivision, from the front foundation line of a residence to the rear property line, obscuring the view of back yard from the roadway, subject to all requirements of the rules, regulations and ordinances of the City of Post Falls.
- g. Radio antennas and satellite dishes over 20 inches in diameter are not allowed on any Lot or Dwelling Unit if they can be seen from outside the specified Lot.
- h. No Owner shall raise the grade of any Lot above the grade established or to be established by Grantor without the prior approval of the Board or its designated agent. All structures shall be of suitable elevation to adjoining lots.
- i. Landscaping. As part of the construction of each single family residence within the project, the Owner shall be required to landscape, plant and maintain the front yard of the residence from the building line to the curb of the roadway, including any portion of the road right-of-way line between the curb and the residential structure. Residential structures located on lots with frontage on more than one(a) roadway shall landscape, plant and maintain all yards lying between the

residential structure and the curb of the roadway. The time limit for completion of the required landscaping shall be no later than ninety (90) days from the date of occupancy of the residential structure, unless the certificate of occupancy is issued later than October 1<sup>st</sup>, in which case an extension until May 1<sup>st</sup> of the following year shall be allowed. The Board may grant reasonable additional extensions due to inclement weather upon receipt of acceptable financial security guaranteeing the installation of said improvements. Each Lot Owners shall within six (6) months of the date of occupancy plant, cultivate and maintain at least one (1) leafy tree of one (1) inch or more in diameter at the base, in the front yard or in the curbside grassy swale. Corner Lot Owners shall also plant one (1) tree in the side yard or the side yard grassy swale but shall not impair traffic site distances.

- j. Landscape Maintenance. Lot Owners shall maintain all landscaping in a neat and reasonable manner, including mowing lawns, trimming bushes, trees and hedges, removal of weeds and debris, and providing adequate water for vegetation and plant life.
- k. Grassy Swales. Lot Owners shall be required to plant and maintain grass in grassy swale areas around such Owners' Lot and shall not allow any fills, grade changes, or floatable obstructions in the drainage area. Grassy swales are constructed for the purpose of surface water treatment and drainage and are a necessary part of Woodbridge.
- l. It is the intent and purpose to assure that all Dwelling Units shall be constructed of quality materials and workmanship, in harmony of external design, finish, and location in relation to surrounding Dwelling Units and topography and colorized in a color scheme that has the same hues as the surrounding Dwelling Units.

The Board or its designated agent may modify these standards with respect to the plans and specifications for any particular Lot or Dwelling Unit if the strict application of these standards would create an unreasonable hardship on the Owner or would create a result inconsistent with the appearance or uses of the Lots and Dwelling Units in the vicinity. The Board or its designated agent may also issue rules or guidelines setting forth procedures for the submission of plans for approval requiring a fee payable to the Association to accompany each application for approval or additional factors which it will take into consideration in reviewing submissions.

Section 7.05 Set-Backs. Dwelling Units shall meet the standard set back requirements of the City of Post Falls.

Section 7.06 No Waiver of Future Approvals. The approval of the Board to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whenever subsequently or additionally submitted for approval or consent.

Section 7.07 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

- a. Upon the completion of any work for which approved plans are required under this Article VII, the Owner shall give written notice of completion to the Board.
- b. Within thirty (30) days thereafter, the Board or its duly authorized representative may inspect such Improvement. If the Board finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.
- c. If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance and after affording such Owner Notice and Hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may peacefully remove the noncomplying Improvement or otherwise peacefully remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Special Assessment against such Owner for reimbursement.
- d. If for any reason the Board fails to notify the Owner of noncompliance within sixty (60) days after receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

Section 7.08 Non-liability of Board Members. Neither Grantor, nor any Member of the Board, nor their representative, including any duly appointed committee member, shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Board's duties hereunder, unless due to the willful misconduct or bad faith of the Board.

Section 7.09 Architectural Control Committee. The Grantor retains the right, so long as it is a Class B Member to appoint as its designee one or more architectural control committees to exercise the oversight of either or both the review of and compliance with the design and maintenance standards established in this Declaration. The procedures for such architectural control committee(s) shall be as set for in the Bylaws of the Association.

## ARTICLE VIII

### MAINTENANCE AND REPAIR OBLIGATIONS

Section 8.01 Maintenance Obligations of Owners. It shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Declaration regarding architectural

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND RESERVATIONS OF EASEMENTS FOR WOODBRIDGE SOUTH - PAGE 20**

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approval, to maintain, repair, replace, and restore areas subject to his exclusive control in a neat, sanitary and attractive condition. Areas subject to the exclusive control of a Lot Owner shall be deemed to include, without limitation, such Owner's Dwelling Unit and areas within such Owner's Lot, and any landscaped areas between such Owner's Lot and the frontage Street for such Lot. Each Owner shall maintain in a clean, attractive and safe condition the driveway and sidewalks if any, located on such Owner's Lot. In the event that any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall in disrepair or not to be so maintained so as to create a dangerous, obstructed, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Board shall have either the right to seek any remedies at law or in equity which it may have, and the right, but not the duty, after Notice and Hearing, to enter upon such Owner's Lot, to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the Owner. Said cost shall be a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration.

## ARTICLE IX

### CHARGES FOR UTILITY SERVICES

Section 9.01 Direct Charges. Charges to an individual Dwelling Unit for natural gas, power or electricity will be made directly by the applicable utility company to the Dwelling Unit Owner beginning with the first occupancy of the Dwelling Unit. First occupancy means when the first individual service is requested for an Owner or renter of the Dwelling Unit. Charges for telephone, cable television and individual security services will be similarly charged directly to the Owner or renter for the service.

Section 9.02 Water, Sewer and Garbage Charges to be Paid Directly or Through the Association. Water, sewer and garbage service will, if possible, also be charged by the purveyor directly to, and paid by, the individual Dwelling Unit Owners. To the extent not possible, then the charges for such services will be collected from the individual Dwelling Unit Owners and paid to the entity furnishing the service by the Association. Utility charges will be imposed by the Association and create a lien upon the Dwelling Units using the service.

Section 9.03 Solid Waste Disposal - Garbage. If the applicable purveyor will allow individual garbage/waste disposal billings, the Association shall require the Owner of each occupied Dwelling Unit to provide solid waste and garbage disposal containers for the use of such Dwelling Unit, and charges will be made directly by the purveyor providing the service.

If individual billing is or becomes unavailable, the Association may elect to require individual disposal containers or provide dumpsters at specified locations to service the Dwelling Units as well as the Common Areas. Then the Association will charge each Dwelling Unit, beginning with first occupancy, a utility charge for the solid waste and garbage service. After first occupancy, each Dwelling Unit will be charged for the utility charge whether the dwelling be thereafter occupied or not. The utility charge is to be determined by dividing the cost of service to all dumpsters or pick-up points located on the property by the number of individual Dwelling Units. The Owner of each Dwelling Unit after first occupancy of such Dwelling Unit shall pay his or her proportionate share.

## ARTICLE X

### USE RESTRICTIONS

All real property within the property shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Grantor in Article XVI hereof.

Section 10.01 Single Family Dwelling Units; Leases. Each Dwelling Unit shall be used as a residence for a single Family and for no other purpose. No unit shall be leased or rented for less than six (6) months, without prior written approval by the Association Board of Directors.

Section 10.02 Except to the extent the provisions of the Post Falls City Code, State of Idaho or federal law may expressly otherwise require, the trade or business use of a lot shall be restricted as follows:

- a. Home Occupation Restrictions – The allowable home occupation may only be conducted by a family member and involve no non-family employees on the site.
- b. Visibility: The allowable home occupation must have no exterior visibility, be conducted totally within the residence, and not open to the public.
- c. Traffic and Parking: The allowable home occupation must not increase vehicular traffic in the project or increase on-street parking.
- d. Day care facilities, nursery schools, in or outpatient medical facilities, including rehabilitation or recovery facilities, are prohibited within the project.
- e. Educational and religious activities must comply with the above-described Home Occupation Restrictions.

Section 10.03 Nuisances. No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any Lot, Dwelling Unit or the Common Areas, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner, including continually barking dogs. Except for snow removal equipment, no lawn mower, chain saw, or other loud noise generating device shall be operated on any Lot between the hours of 8:00 PM to 8:00 AM. The Board of Directors shall have the right to determine in accordance with the Bylaws if any noise, odor, interference or activity producing such noise, odor or interference constitutes a nuisance. No Dwelling Unit Owner or tenant/guest thereof shall be allowed to store any boat, unused vehicle, golf cart, camper, R.V., trailer or the like anywhere on the Property other than a garage or permitted Accessory Structure for more than forty-eight (48) hours. Unlicensed, non-operable and unused vehicles shall not be permitted to remain exposed to view at any time.

Section 10.04 Parking. Parking for passenger vehicles, trailers, motorcycles, boats, recreational vehicles and motorized equipment is to be in each Dwelling Unit's garage or driveway or as indicated in Section 10.03 above. To assure adequate fire vehicle access, no parking of the same will be allowed on the public or private streets in the subdivision for a period

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of more than forty-eight (48) hours. Notwithstanding the foregoing, there shall be permitted no storage of trailers, motorcycles, boats, recreational vehicles and motorized equipment other than passenger vehicles on any lot outside of any garage or permitted Accessory Structure for more than forty-eight hours. The Board or architectural control committee may establish rules further defining and regulating temporary and long term storage consistent with Section 10.03 and this Section 10.04.

Section 10.05 Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Property or any Dwelling Units, except signs used by Grantor, its successors and assign advertise the-Property during construction or a professional sale. The Association shall have the authority to provide one central advertising board not larger than four (4) feet square for use by any Dwelling Unit Owner to post For Sale or For Rent notices thereon. The Association may determine the location and establish rules for use of the advertising board, and be responsible for maintenance thereof.

Section 10.06 Unlawful Activity. No improper, offensive or unlawful use shall be made of the properties nor of any part thereof and all valid laws, zoning ordinances and the regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 10.07 Animal Restrictions. No animals, livestock or poultry of any kind shall be raised, bred or kept in or on any Lot, Dwelling Unit or the Common Areas, except a reasonable quantity of the ordinary household pets such as dogs, cats, and birds may be kept on the Property, provided, however, that they are not kept, bred or maintained for commercial purposes and that they are kept in accordance with animal control laws of the City of Post Falls. No commercial kennels shall be kept on the lot, Dwelling Unit or Common Areas.

Section 10.08 Trash, Firewood Storage. No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Lot, Dwelling Unit or Common Areas, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of neighboring Dwelling Units only when set out for a reasonable period of time (not to exceed twelve (12) hours) before and after scheduled trash collection hours. Additionally, all firewood, coal, presto-logs, etc., of any kind shall be stored within the Dwelling Unit or garage and not in view of the public. Each Owner of a Dwelling Unit shall be responsible for cleaning the fireplace chimney flue of said Dwelling Unit on a timely basis, and failure to do so shall give the Association the right, but not the duty, to clean said flue and charge said Owner by means of a Special Assessment immediately upon completion.

Section 10.09 Insurance Rates. Nothing shall be done or kept in the Property which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Property which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 10.10 Drainage. There shall be no interference with the established drainage pattern over any Lot within the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Board. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time that the Dwelling Unit on such Lot is conveyed to a consumer/purchaser from Grantor or other builder, or that which is shown on any plans approved by the Board, which may include drainage from the Common Areas over any Lot or Dwelling Unit in the Property.

Section 10.11 Violation of Governing Instruments. There shall be no violation of the restrictions of this Declaration or of the rules and regulations of the Association adopted in accordance with the provisions of this Declaration and the Bylaws. If any Owner, his or her family, guest, licensee, lessee or invitee violates any such restrictions, the Board may impose a reasonable suspension of voting privileges of such Owner as further provided in the Bylaws, as well as reasonably suspend the rights of said persons to use the Common Area facilities. Additionally, the Board may seek any other remedies provided herein, (including the imposition of fines or monetary penalties as provided in Article V, Section 5.09) or by law.

Section 10.12 No Warranty of Enforceability. While Grantor has no reason to believe that any of the provisions contained in this Declaration are or may be invalid or unenforceable for any reasons or to any extent, Grantor makes no warranty or representation as to the present or future validity or enforceability of any such covenants, conditions and restrictions. Any Owner acquiring a lot or Dwelling Unit in the Property in reliance of one or more of such provisions shall assume all risks of the validity and enforceability thereof and, by acquiring a Lot or Dwelling Unit, agrees to hold Grantor harmless therefrom.

Section 10.13 Temporary Structures. No tent, trailer, mobile home, boat or other recreational vehicle shall be used for human habitation on a temporary or permanent habitation. All temporary structures must also comply with the ordinances of the city of Post Falls, whichever is more restrictive.

## ARTICLE XI

### EASEMENTS

Section 11.01 Common Area. Each Lot, Dwelling Unit and the Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs of the buildings or other improvements as designed or constructed. A valid easement for said encroachments and for the maintenance of same for so long as they stand shall and does exist.

Section 11.02 Blanket Easement. There is hereby created a blanket easement upon, through and across and over and under all of said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities and service lines and systems, including but not limited to, water, sewer, gas, telephone, electricity and heat pump lines and a master antenna system and/or cable television system. By virtue of this easement, it shall be expressly permissible for the companies providing electrical, water, sewer, gas, master television antenna, cable television, telephone service, alarm systems and/or heat pump lines to install, erect and maintain all necessary pipes and conduit underground and other necessary equipment at over or

below grade on said Property and to affix and maintain electrical cable television and/or telephone wires, gas lines, heat pump lines, circuits and conduits on, above, across and under the roofs and exterior walls and through walls of townhouses or other buildings, and meters and shutoffs at or inside and/or outside said buildings. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter into or to cross over the Common Areas, Lots and Dwelling Units and to enter any building during reasonable hours and upon request when occupied (except in an emergency when request may be dispensed with), to inspect and to perform the duties of maintenance and repair of the buildings or Common Areas as provided herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, gas lines, heat pump lines or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Grantor or thereafter approved by Grantor or the Association's Board of Directors. Should any utility or organization furnishing a service covered by the general easement above request that a specific easement be provided by a separate recordable document, Grantor shall have the right to grant such easement on said Property provided it not be broader than the terms hereof. The easement provided for in this Section shall in no way affect any other recorded easement on said premises.

Section 11.03 Blanket Easement to Correct Drainage. The Grantor reserves a blanket easement and right, but not an obligation, for itself, its successors and the Association, on, over and under the ground within the Property to maintain and correct drainage or surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary following which the Grantor, its successors or the Association shall restore the affected property to its original condition as near as practicable. Reasonable notice of intent to take such action shall be given to all affected Owners, unless an emergency appears to exist which precludes such notice.

Section 11.04 Landscape. Grantor reserves an easement for itself, its successors and assigns and for the Association across all of the Common Areas and all of the Landscaping Maintenance Areas to install maintain, repair and replace fencing and landscaping at the discretion of the Grantor, without, however, any obligation to do so.

Section 11.05 Perimeter Fence Easement. Grantor reserves a five-foot (5') easement for itself, its successors and the Association adjacent to and along the perimeter of the Property for the installation, maintenance, repair and replacement of any fence installed by Grantor and/or the Association. Within the easement, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the perimeter fence. If fences are placed in any easement area, other than the outside perimeter fence, it will be the Lot Owner's responsibility to remove it if necessary for the installation, maintenance, repair or replacement of the utilities, drainage facilities or perimeter fence.

## ARTICLE XII

### OWNER'S PROPERTY RIGHTS

Section 12.01 Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right of ingress and egress to and over the Common Areas and a non-exclusive right of enjoyment to the Common Areas which shall be appurtenant to and shall pass with title to every Lot and Dwelling Unit, subject to the following provisions:

- a. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas, to enforce all parking restrictions within the Common Areas, to reasonably limit the number of guests of Owners using the Common Areas, the Common Areas' facilities, and to reasonably restrict access to areas of the Common Areas.
- b. Subject to the provisions of Article XV of this Declaration, the right of the Association to dedicate, release, alienate or transfer all or any part of the Common Areas to any public agency, authority, utility or other person for such purposes and subject to such conditions as may be agreed to by the Members. With the exception of conveyance of easements for utilities serving the Common Areas, the Common Areas shall not be sold, transferred or conveyed by the Association without this Declaration being validly amended to provide for the same.
- c. The right of Grantor, Grantor's assigns and to their sales agents, representatives and prospective purchasers, to the non-exclusive use of the Common Areas, and the facilities thereof, without cost, for access, ingress, egress, use and enjoyment, in order to maintain safe facilities and otherwise dispose of the Property as provided herein, until the Close of Sale of all of the Dwelling Units in the Property; provided however, that such use shall not unreasonably interfere with the rights of enjoyment of the other Owners.
- d. The right of the Board to suspend the rights and easements of any Member and the persons deriving such rights and easements from any Member, for use and enjoyment of any recreational facilities located in the Common Areas, for any period during which the payment of any Common, Capital Improvement, Reconstruction or Special Assessment against such Member and his or her Dwelling Unit remains delinquent, and, after Notice and Hearing, to suspend such rights and easements for the period set forth in the Bylaws for any violation of the Declaration, Articles, Bylaws or rules and regulations of the Association it being understood that any suspension for either non-payment of any Assessment or breach of such restrictions shall not constitute a waiver or discharge of the Member's obligation to pay Assessments as provided herein.
- e. The rights and reservations of Grantor as set forth in Article XVI of this Declaration.
- f. The right of the Association (by action of the Board) to reconstruct, replace or refinish any improvement or portion thereof upon the Common Areas, in

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accordance with the design, finish or standard of construction of such improvement, or of general improvements within the Property, as the case may be, and not in accordance with such original design, finish or standard of construction only with the vote or written consent of a majority of each class of voting membership in the Association.

- g. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Areas.
- h. The rights of any First Mortgagee as set forth in Article XV of this Declaration.
- i. Non-exclusive easements appurtenant for vehicular traffic over all private streets within the Property.
- j. Easements for public services, including but not limited to the right of the firefighters, postal carriers and garbage collectors to enter upon any part of the Common Areas.

Section 12.02 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right to enjoyment of the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property. Any guests of any Owner, his tenants or contract purchaser must be accompanied by said Owner, tenant or contract purchaser when using any part of the Common Areas.

Section 12.03 Waiver of Use. No Owner may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Lot or Dwelling Unit or other property owned by him from liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and the facilities thereon or by abandonment of his Lot or Dwelling Unit or any other property in the Property.

Section 12.04 Title to the Common Area. Grantor covenants for itself, its successors and assigns, that it will convey to the Association fee simple title to the Common Areas free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, and conditions then of record, including those set forth in this Declaration.

Section 12.05 Taxes. Each Owner shall execute such instruments and take such action as may reasonably be specified by the Association to obtain separate real estate tax assessment of each Dwelling Unit. If any taxes or assessments may, in the opinion of the Association, nevertheless be a lien on the Common Areas, or any part thereof, they may be paid by the Association and each Owner shall be obligated to pay or to reimburse the Association for the taxes and assessments assessed by the County Assessor or other taxing authority against the Common Areas and attributable to his own Lot or Dwelling Unit and interest, if any, in the Common Areas.

## ARTICLE XIII

### INSURANCE

Section 13.01 Casualty Insurance on Common Areas. The Association shall keep all insurable improvements and fixtures of the Common Areas insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal owned by the Association against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

Section 13.02 Liability and Other Insurance. The Association may obtain general comprehensive public liability insurance and worker's compensation insurance, insuring the Board, the Association, the Owners, Grantor and managing agent, if any, against any liability to the public or the Owners of Lots/Dwelling Units and their invitees or tenants incident to the ownership of the Common Areas. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board, the officers of the Association and the manager and any volunteers against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the requirements established by the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), and the Federal Home Loan Mortgage Corporation ("FHLMC"), so long as any of which is a Mortgagee or an Owner of a Lot or Dwelling Unit in the Property, except to the extent such coverage is not available or has been waived in writing by the FNMA, GNMA and FHLMC, as applicable.

Section 13.03 Manner of Apportioning Assessment for Insurance. Premiums for fire and casualty coverage of Common Area property and general liability coverage insuring the Board, the Association the Owners, Grantor and managing agent, if any, against liability incident to the ownership and management of the Common Areas, shall all be borne equally by all Owners and thus included in the regular Common Assessments of the Owners as levied by the Association.

Section 13.04 Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

## ARTICLE XIV

### DAMAGE, DESTRUCTION OR CONDEMNATION

Section 14.01 Damage or Destruction of Common Area. Damage to or destruction of all or any portion of the Common Areas shall be handled in the following manner:

- a. In the event of damage or destruction to any of the Common Areas, and the insurance proceeds are sufficient to effect total restoration then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.
- b. If the insurance proceeds are within Five Thousand and No/100 Dollars (\$5,000.00) or less of being sufficient to effect total restoration to the Common Areas, then the Association shall cause such Common Areas to be repaired and reconstructed substantially as they previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment equally against each of the Dwelling Unit Owners, in accordance with the provisions of Article V, Section 5.05, of this Declaration.
- c. If the insurance proceeds are insufficient by more than Five Thousand and No/100 Dollars (\$5,000.00) to effect total restoration to the Common Areas, then by written consent or vote of majority of the Members of the Association, the Members shall determine whether (1) to rebuild and restore in substantially the same manner as the improvements existed prior to damage and to raise the necessary funds over the insurance proceeds by levying equal Reconstruction Assessments against all Dwelling Units, (2) to rebuild and restore in a way which utilizes all available insurance proceeds and an additional amount not in excess of Five Thousand and No/100 Dollars (\$5,000.00) and which is assessable equally to all Dwelling Unit Owners but which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged, or (3) subject to the provisions of Article XIV, to not rebuild and to distribute the available insurance proceeds equally to the Owners and Mortgagees of Dwelling Units as their interest may appear.
- d. Each Member shall be liable to the Association for any damage to the Common Areas not fully reimbursed to the Association by insurance proceeds arising out of or caused by the willful or negligent act of any Owner, his family, guests or invitees. Repair or replacement shall be done at the Owner's expense, or, after Notice and Hearing, a Special Assessment therefore shall be made by the Board against the Owner and his Dwelling Unit.

Section 14.02 Condemnation of Common Area. Except as provided herein, if all or any part of the Common Areas shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the provisions of this section shall apply. The Board shall provide each Owner and each First Mortgagee with a written notice of the

commencement of any such condemnation proceeding and of any proposed sale or disposition in lieu of or in avoidance of such proceeding.

All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association. In the event that all of the Common Areas are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condemnation Award shall be divided equally among the Owners and Mortgagees of the Dwelling Units and Lots as their interests may appear.

In the event that less than the entire Common Areas are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the rights, title, interests, privileges, duties and obligations of an Owner and Mortgagee in, to or with respect to the Common Areas not so taken or condemned shall continue in full force and effect as provided in this Declaration.

Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 14.01 above.

## ARTICLE XV

### MORTGAGEE PROTECTION CLAUSE

Section 15.01 Notwithstanding any and all provisions hereof to the contrary, the following provisions are added hereto (and to the extent these added provisions conflict with any provisions of the Declaration these added provisions shall control):

- a. Each First Mortgagee of a Mortgage encumbering any Dwelling Unit, at its written request, is entitled to written notification from the Association of any default by the Mortgagor of such Dwelling Unit in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the Bylaws, which default is not cured within thirty (30) days after the Association learns of such default.
- b. First Mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during normal business hours, (2) require from the Association the submission of annual financial reports and other financial data within ninety (90) days following the end of any fiscal year of the Association, (3) receive written notice of all meetings of the Members, and (4) designate in writing a representative to attend all such meetings.
- c. Unless at least seventy-five percent (75%) of First Mortgagees which have provided a written request to the Association ("Eligible First Mortgagees") to be notified of any proposed action described in subsections 15.01(c) and (d) have given their prior written approval, neither the Association nor the Grantor shall:
  1. subject to Idaho non-profit corporation law to the contrary, by act or omission seek to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the Common Areas and the improvements thereon which are owned by the Association; (The granting

of easements for public utilities or for other public purposes or consistent with the intended use of such property by the Association as provided in this Declaration, shall not be deemed a transfer within the meaning of this clause).

2. change the method of determining the obligations, assessments, dues or other charges which may be levied against a Dwelling Unit Owner, or the method of allocating distributions of hazard insurance proceeds or condemnation awards;
  3. by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of the Dwelling Units, the maintenance of the exterior walls or common fences and driveways, or the upkeep of lawns and planting in the Property;
  4. fail to maintain fire insurance on insurable Common Area property on a current replacement cost basis in an amount as near as possible to one hundred percent (100%) of the advance value (based on current replacement cost);
  5. use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such improvements;
  6. amend this Declaration or the Articles of Incorporation or Bylaws of the Association in such a manner that the material rights of any First Mortgagee will be adversely affected ("Material Amendment").
- d. All Eligible First Mortgagees shall be given: (1) thirty (30) days written notice prior to the effective date of any proposed Material Amendment to this Declaration or the Articles of Incorporation or Bylaws of the Association, prior to any abandonment or termination of the Property, and prior to the effective date of any termination of any agreement for professional management of the Property following a decision of the Owners to assume self-management of the Property; and (2) immediate notice following any damages to, or destruction of, the Common Areas and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the Common Areas.
- e. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay any overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such property, and First Mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

- f. The Board shall secure and cause to be maintained in force at all times a fidelity bond for any person handling funds of the Association, including, but not limited to, employees and volunteers of any professional manager.

In addition to the foregoing, the Board of Directors may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the FHLMC, the FNMA, or the GNMA or any similar entity, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of First Mortgages encumbering Lots with Dwelling Units thereon. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential mortgage borrowers and potential sellers of their Dwelling Units, if such agencies approve the Property as a qualifying subdivision, as adopted from time to time. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage encumbering a Dwelling Unit.

## ARTICLE XVI

### GRANTOR'S SPECIAL RIGHTS

Section 16.01 Grantor or its successors or assigns will undertake the work of developing the Common Areas and the infrastructure for the Lots to be used as building sites for Dwelling Units. The completion of that work and usage of the Lots are essential to the establishment and welfare of the Property as a first-class residential community. In order that said work may be completed and the Property established as a fully occupied residential community as rapidly as possible, neither any Owner nor the Association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

- a. Prevent Grantor, its successors or assigns, or its or their contractors or subcontractors, from doing on any Lot or Dwelling Unit owned by them whatever they determine to be necessary or advisable in connection with the completion of said work; or
- b. Prevent Grantor, its successors or assigns, or its or their representatives, from erecting, constructing and maintaining on any Common Area or any Dwelling Unit or portion thereof owned or controlled by Grantor, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Property as a residential community and disposing of the same in Lots and Dwelling Units by sale; or
- c. Prevent Grantor, its successors or assigns, or its or their contractors or subcontractors, from conducting on any Lot or Dwelling Unit owned or controlled by Grantor, or its successors or assigns, its or their business of developing, grading and constructing Dwelling Units and other improvements in the Property as a residential community and of disposing of Lots or Dwelling Units thereon by sale; or
- d. Prevent Grantor, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on the Common Areas or any

Dwelling Unit owned or controlled by any of them as may be necessary in connection with the sale, lease or other marketing of Lots and Dwelling Units in the Property; or

- e. Prevent Grantor, at any time prior to acquisition of title to a Lot or Dwelling Unit by a purchaser from Grantor, to establish on that Lot additional licenses, reservations and rights-of-way of itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property.

Section 16.02 Model Home(s). Notwithstanding any provisions of this Declaration to the contrary, Grantor shall be allowed to operate, (or to allow the purchasers of multiple Lots to operate), one or more model home/sales offices within the project, as well as to conduct marketing events and activities, host "open house" events, and participate area-wide home shows, for the purpose of selling and marketing lots or homes still owned or retained by the Grantor and/or its assigns.

Section 16.03 Consent to Amendments. Notwithstanding anything to the contrary in this Declaration or the Bylaws, during the seven (7) years commencing from the date this Declaration is recorded, Grantor shall have the exclusive right to approve any amendments to this Declaration and to the Bylaws of the Association, unless such right shall have been earlier relinquished in writing and such instrument recorded in the office of the Kootenai County Recorder.

## ARTICLE XVII

### GENERAL PROVISIONS

Section 17.01 Enforcement. This Declaration, the Articles of Incorporation and the Bylaws may be enforced as follows:

- a. Breach of any of the covenants, conditions and restrictions contained in the Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by an Owner, including Grantor, or by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the Court may deem reasonable, interest thereon, costs of collection and Court costs.
- b. The result of every act or omission whereby any of the covenants, conditions and restrictions contained in this Declaration or the Bylaws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association or its successors-in-interest.

- c. The remedies herein provided for breach of the covenants, conditions and restrictions contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
- d. The failure of the Association or any Owner to enforce any of the covenants, conditions or restrictions contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce the same thereafter.
- e. A breach of the covenants, conditions or restrictions contained in this Declaration or in the Bylaws shall not affect or impair the lien or charge or any bona fide First Mortgage or Deed of Trust made in good faith and for value on any Lot or Dwelling Unit thereon; Provided However, that any subsequent Owner of such property shall be bound by said covenants, conditions and restrictions, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

Section 17.02 Severability. Invalidation of any of these covenants, conditions or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 17.03 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successive Owners and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, reservations of easements and equitable servitudes shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Amendment or Termination meeting the requirements of an amendment to this Declaration as set forth in Section 17.05 of this Article XVII has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 17.04 Interpretations. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community, and for the maintenance of the Common Areas and other items as set forth herein.

The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction; the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter shall include the masculine, feminine and neuter.

Section 17.05 Amendments. Subject to the further provisions of Articles II and XVI, this Declaration may be amended only by the affirmative vote or written consent of not less than seventy-five percent (75%) of the voting power of each class of Members; Provided However, that the prior written approval of at least seventy-five percent (75%) of all Eligible First Mortgagees must be obtained also, before Article XV may be amended. Notwithstanding the foregoing, until the Close of Sale of the Lot in the Property, Grantor shall have the right to terminate or modify this Declaration by recordation of a supplement hereto setting forth such termination or modification. Any supplement or amendment to this Declaration must be signed

by at least two (2) officers of the Association, indicating that the requisite approvals have been obtained, and such amendment or supplement must be recorded in the Office of the Recorder of Kootenai County, State of Idaho.

Section 17.06 No Public Right of Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public, or for any public use.

Section 17.07 Notice and Acceptance. Every Person who owns, occupies or acquires right, title, estate or interest in or to any Lot or Dwelling Unit or other portion of the Property does and shall be conclusively deemed to have consented and agreed to every limitations, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to those restrictions is contained in the instrument by which such Person acquires an interest in the Property, or any portion thereof.

Section 17.08 Reservation of Easements. Reciprocal, nonexclusive easements are hereby reserved for the benefit of Owners of adjoining Dwelling Units for the control maintenance and repair of the utilities serving adjoining Dwelling Units. Grantor expressly reserves for the benefit of all of the real property in the Property, and the Owners and the Association, reciprocal nonexclusive easements for access, ingress and egress to all Dwelling Units, and over the Common Areas, for the purposes and the enjoyment of the Dwelling Units in accordance with this Declaration, including without limitations for installation and repair of utility services, for drainage over, across and to adjacent Dwelling Units for water resulting from the normal use of adjoining Dwelling Units, and for maintenance and repair of the Landscape Maintenance Areas.

Section 17.09 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail it shall be deemed to have been delivered forty eight (48) hours after a copy of the same has been deposited in the United States mail postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 17.10 No Representation or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Grantor or its agents or employees in connection with the Property or any portion of the Property, or any improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration.

Section 17.11 Arbitration. In the event of any dispute arising under this Declaration, each party shall choose one arbitrator, and such arbitrators shall choose one arbitrator, and the decision shall be by a majority of all arbitrators. This decision shall be final and binding and the rules of the American Arbitration Association shall apply.

Section 17.12 Termination of Any Responsibility of Grantor. In the event that Grantor shall convey any of its right, title and interest in and to the Property to any partnership,

individual or individuals, corporation or corporations, then in such event, Grantor shall be relieved of the performance of any further duty or obligation hereunder; provided that, except in the event of foreclosure, in order for Grantor to be so relieved of liability, such transferee shall expressly assume all such duties and obligations and shall first be approved by any lender of Grantor holding a mortgage on all or any portion of the Property (which approval shall not be unreasonably withheld).

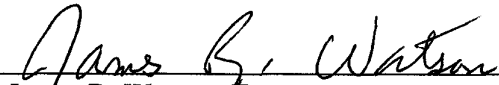
The undersigned have executed this Declaration on the date first above written.

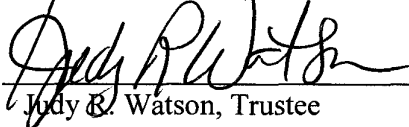
*[End of text. Signatures appear on following page.]*

GRANTOR:

**EXPO PARKWAY NORTH, LLC**


By its Manager, The James R. Watson and Judy R. Watson Revocable Trust dated July 11, 2005:


By:   
James R. Watson, Trustee

By:   
Judy R. Watson, Trustee

**102 ACRES, LLC**

By its Manager, The James R. Watson and Judy R. Watson Revocable Trust dated July 11, 2005:

By:   
James R. Watson, Trustee

By:   
Judy R. Watson, Trustee

[Attach California Notary Acknowledgment Forms.]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

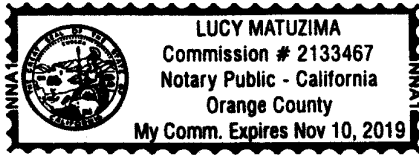
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On July 31, 2018 before me, Lucy Matuzima, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared James R. Watson & Judy R. Watson  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lucy Matuzima  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Exhibit "A"

Legal Description of Land

***WOODBIDGE SOUTH***

A portion of Section 6, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho more particularly described as follows:

Lots 1 through 2, Block 1; Lots 1 through 10, Block 2; Lots 1 through 10 and Lots 11 through 30, Block 3; all according to the plat of Woodbridge South as recorded in Book L of Plat, Pages 203, 203A, 203B & 203C, records of Kootenai County, Idaho.

Together with the Common Areas identified on said Plat.

***WOODBIDGE SOUTH FIRST ADDITION***

A portion of Section 6, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho more particularly described as follows:

Lots 1 through 13, Block 4; Lots 1 through 14, Block 5; Lots 1 through 18, Block 6; Lots 1 through 19, Block 7; Lots 1 through 24, Block 8, all according to the plat of Woodbridge South First Addition as recorded in Book L of Plats, Pages 256, 256A, 256B and 256C, records of Kootenai County, Idaho.

Together with the Common Areas identified on said Plat.

**Exhibit "B"**

**Common Areas to be Maintained by the Association**

Common Areas to be Maintained by the Association shall include Lot 11, Block 3 Woodbridge South, Lot 5, Block 6, Woodbridge South First Addition and any and all real property and improvements within the Property, including without limitation any and all landscaped areas, medians, recreational facilities, structures, buildings, ponds, fences, private roadways, walkways, trails, pathways, open spaces and identification monuments bearing the name of the subdivision, whether owned by the Association for the common use, benefit and enjoyment of all of the Owners, specifically herein required to be maintained by the Association or dedicated to the City of Post Falls and subject to any development or maintenance agreement by which the Grantor or its assigns are required to maintain or financially contribute to the maintenance of the same. Common Areas shall exclude however all other Lots and all public streets dedicated to the City of Post Falls to the extent such development and maintenance agreements do not require maintenance by or financial contribution from Grantor or its assigns.

Exhibit "C"

Plats of Woodbridge South & Woodbridge South First Addition

[Attached.]

C-1

{C0205992; 7 }





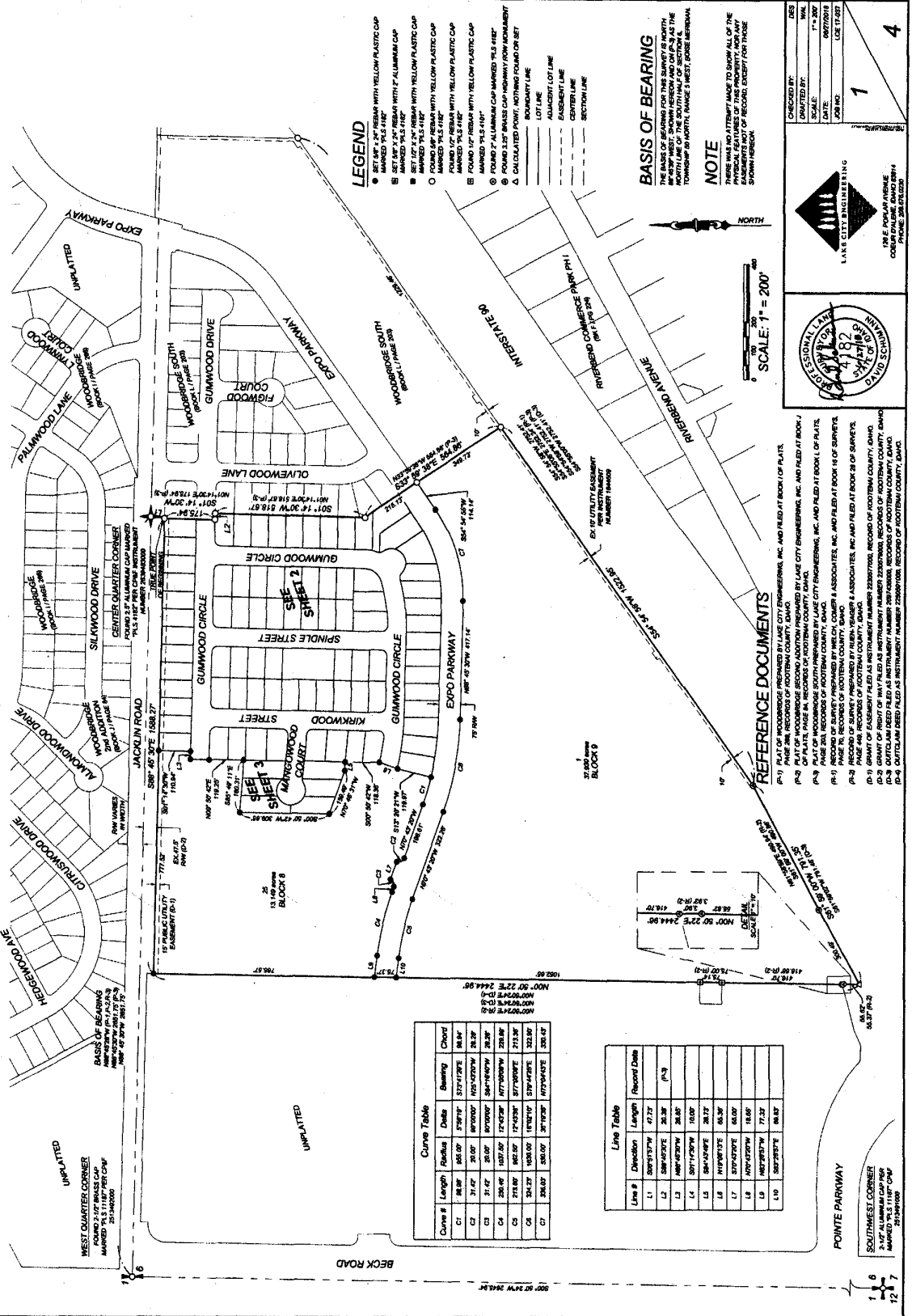


# WOODBRIDGE SOUTH FIRST ADDITION

A PORTION OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN,  
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK: L PAGE: 2514  
INSTRUMENT NO.: 2145128.000

CONFORM COPY



**LEGEND**

- SET 1/4" x 1/4" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. #12"
- SET 1/4" x 1/4" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. #11"
- SET 1/4" x 1/4" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. #10"
- SET 1/4" x 1/4" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. #9"
- SET 1/4" x 1/4" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. #8"
- SET 1/4" x 1/4" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. #7"
- SET 1/4" x 1/4" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. #6"
- SET 1/4" x 1/4" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. #5"
- SET 1/4" x 1/4" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. #4"
- SET 1/4" x 1/4" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. #3"
- SET 1/4" x 1/4" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. #2"
- SET 1/4" x 1/4" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. #1"
- △ CALCULATED POINT, NOTHING FOUND OR SET
- BOUNDARY LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- CENTERLINE
- SECTION LINE

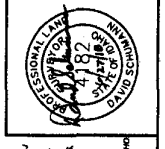
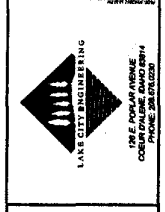
**BASIS OF BEARING**

THE LINES OF BEARING FOR THIS ADDITION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, WHICH IS TRUE NORTH.

**NOTE**

THE SURVEY WAS CONDUCTED BY J. L. SCHMIDT, INC. AND FILED AT BOOK 200, PAGE 2514 OF THE RECORDS OF KOOTENAI COUNTY, IDAHO. THE PHYSICAL FEATURES OF THIS PROPERTY AND ANY EASEMENTS NOT OF RECORD, EXCEPT FOR THOSE SHOWN HEREON, ARE AT THE SURVEYOR'S RISK.

CHECKED BY:	DATE:
DRAWN BY:	DATE:
SCALE:	DATE:
JOB NO.:	DATE:



**REFERENCE DOCUMENTS**

- (P-1) PLAT OF RECORDS PREPARED BY J. L. SCHMIDT, INC. AND FILED AT BOOK 197, PAGE 204, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF WOODBRIDGE SECOND ADDITION PREPARED BY J. L. SCHMIDT, INC. AND FILED AT BOOK 197, PAGE 204, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF WOODBRIDGE SOUTH PREPARED BY J. L. SCHMIDT, INC. AND FILED AT BOOK 197, PAGE 204, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-4) PLAT OF WOODBRIDGE SOUTH PREPARED BY J. L. SCHMIDT, INC. AND FILED AT BOOK 197, PAGE 204, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-5) RECORD OF SURVEY PREPARED BY J. L. SCHMIDT, INC. AND FILED AT BOOK 197, PAGE 204, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-6) RECORD OF SURVEY PREPARED BY J. L. SCHMIDT, INC. AND FILED AT BOOK 197, PAGE 204, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-7) RECORD OF SURVEY PREPARED BY J. L. SCHMIDT, INC. AND FILED AT BOOK 197, PAGE 204, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-8) RECORD OF SURVEY PREPARED BY J. L. SCHMIDT, INC. AND FILED AT BOOK 197, PAGE 204, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-9) RECORD OF SURVEY PREPARED BY J. L. SCHMIDT, INC. AND FILED AT BOOK 197, PAGE 204, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-10) RECORD OF SURVEY PREPARED BY J. L. SCHMIDT, INC. AND FILED AT BOOK 197, PAGE 204, RECORDS OF KOOTENAI COUNTY, IDAHO.

**Curve Table**

Curve #	Length	Radius	Delta	Bearing	Chord
C1	188.00	500.00	37.10°	S77°17'56" W	188.00
C2	31.42	20.00	80.00°	N10°00'00" W	28.28
C3	31.42	20.00	80.00°	S89°59'59" W	28.28
C4	206.00	1000.00	12.43°	S87°50'00" W	206.00
C5	218.00	1000.00	12.43°	N77°50'00" W	218.00
C6	243.00	1000.00	12.43°	S77°50'00" W	243.00
C7	206.00	1000.00	12.43°	N77°50'00" W	206.00

**Line Table**

Line #	Direction	Length	Record Date
L1	S89°59'59" W	47.75	(P-1)
L2	S89°59'59" W	24.00	(P-1)
L3	N89°59'59" W	24.00	(P-1)
L4	S89°59'59" W	10.00	(P-1)
L5	N89°59'59" W	24.00	(P-1)
L6	N89°59'59" W	60.00	(P-1)
L7	N89°59'59" W	18.00	(P-1)
L8	N89°59'59" W	77.25	(P-1)
L9	S89°59'59" W	66.82	(P-1)



# WOODBIDGE SOUTH FIRST ADDITION

A PORTION OF THE SOUTH HALF OF SECTION 8, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN,  
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

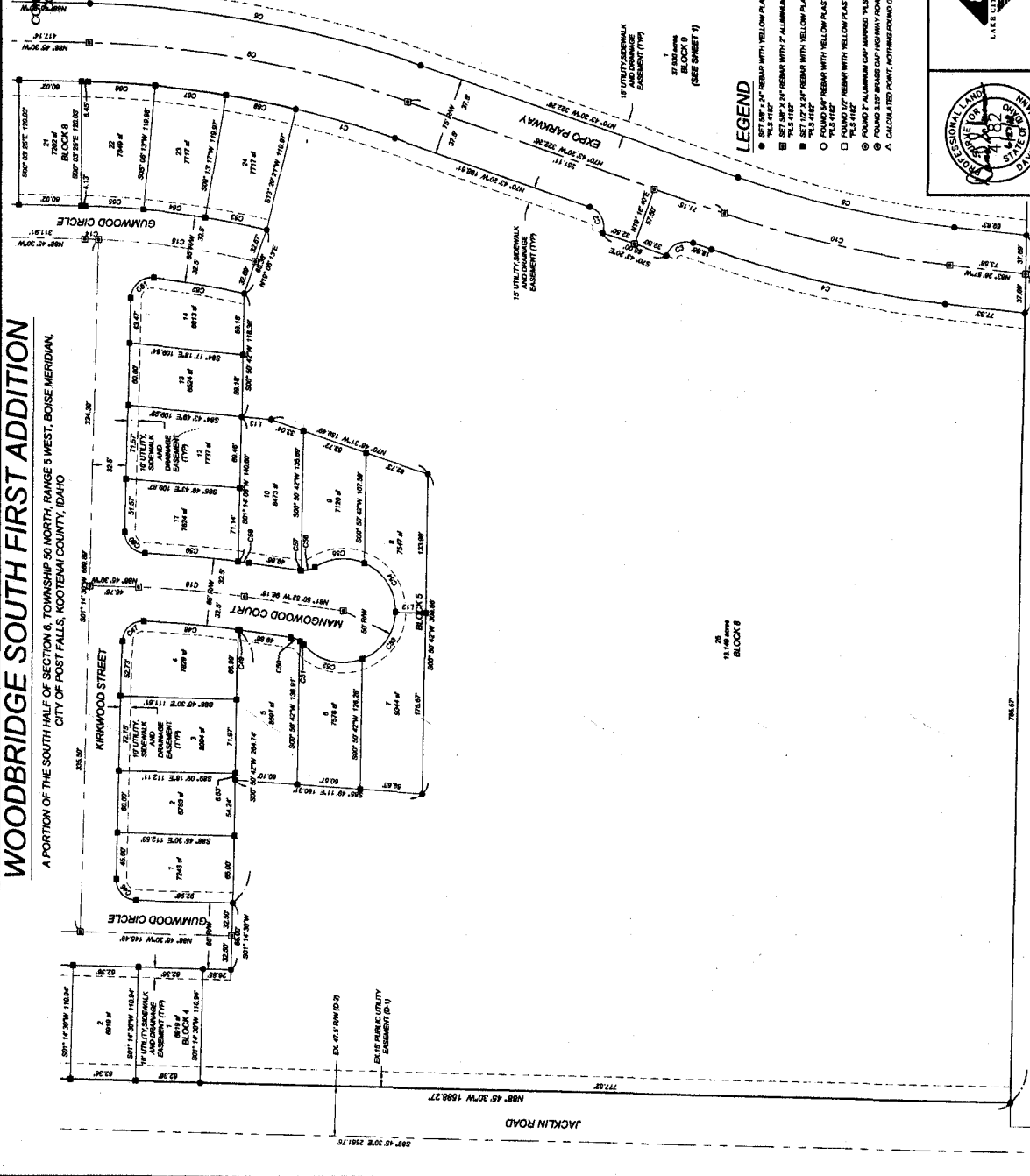
BOOK: L PAGE: 2610B  
INSTRUMENT NO. 2461819.0000

Line Table

Line #	Direction	Length
L12	N89° 43' 49" W	29.01
L13	S89° 43' 49" W	28.73

Curve Table

Curve #	Length	Radius	Delta	Bearing	Chord
C1	58.89	5787.97	57° 57' 57"	S27° 57' 57" E	66.64
C2	31.47	3010.00	90° 00' 00"	N00° 00' 00" W	28.39
C3	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C4	284.86	1037.50	17° 43' 28"	N77° 00' 00" W	228.89
C5	274.38	892.50	17° 43' 28"	S77° 00' 00" E	214.38
C6	274.32	1038.00	17° 43' 28"	S78° 14' 28" E	323.90
C7	372.42	892.50	17° 43' 28"	N77° 00' 00" W	311.14
C8	372.42	1038.00	17° 43' 28"	N77° 00' 00" W	224.87
C9	51.18	5000.00	90° 00' 00"	N00° 00' 00" W	13.85
C10	153.82	3000.00	90° 00' 00"	N00° 00' 00" W	133.37
C11	153.82	3000.00	90° 00' 00"	S00° 00' 00" W	133.37
C12	31.47	3010.00	90° 00' 00"	N00° 00' 00" W	28.39
C13	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C14	91.22	817.50	97° 23' 58"	N02° 00' 00" W	81.19
C15	1.49	817.50	97° 23' 58"	N01° 54' 00" W	1.49
C16	8.84	20.00	287° 11' 00"	N07° 00' 00" W	8.77
C17	4.87	28.00	171° 32' 00"	N07° 00' 00" W	4.81
C18	63.52	60.00	71° 30' 00"	N78° 15' 24" W	68.57
C19	28.47	86.00	86° 52' 00"	S27° 22' 00" W	58.14
C20	86.98	60.00	87° 12' 00"	S27° 22' 00" W	68.14
C21	86.97	86.00	87° 00' 00"	N07° 00' 00" W	86.97
C22	13.88	30.00	90° 00' 00"	N00° 00' 00" W	13.88
C23	31.47	3010.00	90° 00' 00"	N00° 00' 00" W	28.39
C24	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C25	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C26	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C27	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C28	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C29	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C30	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C31	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C32	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C33	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C34	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C35	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C36	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C37	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C38	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C39	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C40	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C41	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C42	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C43	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C44	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C45	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C46	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C47	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C48	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C49	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39
C50	31.47	3010.00	90° 00' 00"	S00° 00' 00" W	28.39



- LEGEND**
- SET 2" x 4" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 4" x 4" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 6" x 6" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 8" x 8" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 10" x 10" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 12" x 12" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 14" x 14" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 16" x 16" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 18" x 18" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 20" x 20" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 22" x 22" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 24" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 26" x 26" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 28" x 28" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 30" x 30" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 32" x 32" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 34" x 34" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 36" x 36" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 38" x 38" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 40" x 40" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 42" x 42" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 44" x 44" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 46" x 46" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 48" x 48" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 50" x 50" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 52" x 52" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 54" x 54" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 56" x 56" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 58" x 58" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 60" x 60" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 62" x 62" REBAR WITH YELLOW PLASTIC CAP MARKED
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  - SET 66" x 66" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 68" x 68" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 70" x 70" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 72" x 72" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 74" x 74" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 76" x 76" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 78" x 78" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 80" x 80" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 82" x 82" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 84" x 84" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 86" x 86" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 88" x 88" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 90" x 90" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 92" x 92" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 94" x 94" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 96" x 96" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 98" x 98" REBAR WITH YELLOW PLASTIC CAP MARKED
  - SET 100" x 100" REBAR WITH YELLOW PLASTIC CAP MARKED

SCALE: 1" = 60'

3

4

LAKE CITY ENGINEERING

PROFESSIONAL LAND SURVEYOR

1500 W. MAIN AVENUE  
COEUR D'ALENE, IDAHO 83814  
PHONE: 208.768.8200





**FIRST AMENDMENT TO AMENDED  
AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS OF EASEMENTS  
FOR WOODBRIDGE SOUTH LOCATED IN  
POST FALLS, IDAHO**

The undersigned are the officers of the Woodbridge South Homeowners Association, Inc. relative to the Woodbridge South and Woodbridge South First Addition subdivisions, according to the plats thereof recorded in Book L of Plat, pages 203, 203A and 203B and pages 256, 256A, 256B and 256C, respectively, each records of Kootenai County, State of Idaho ("Plats") and which subdivisions are subject to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Woodbridge South Located In Post Falls, Idaho, ("Declaration") recorded in Kootenai County, Idaho on August 3, 2018, as Instrument No. 2655386000, (the "Declaration"), and certify the adoption of this First Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Woodbridge South Located In Post Falls, Idaho. The real property comprising the Woodbridge South and Woodbridge South First Addition are more particularly described in the Plats and Declaration.

Pursuant to Section 17.05 of the Declaration, the undersigned Association officers hereby certify that Grantor has caused, and not less than seventy-five percent (75%) of the voting power of each class of Members has consented in writing to the adoption of this First Amendment and that upon recordation of this instrument with the Kootenai County Recorder, the Declaration shall be amended as specified below:

**That Section 7.04 shall be and is hereby amended to read as follows:**

Section 7.04 Building Standards. With respect to Dwelling Units on the Lots, the following standards shall apply:

- a. Each home shall be faced with brick, stone, wood or composite double wall lap siding, or combination thereof. No vinyl, steel, aluminum or T-111 plywood siding shall be permitted.
- b. Approved roofing shall be of cedar shake, tile, masonite shakes, or high quality 25-year laminated roofing composition previously approved by the Board or its designated agent. Metal roofing shall be used for accents only.
- c. No building, except as outlined in 7.04(f), shall be erected on any Lot except one (1) detached Dwelling Unit that does not exceed height standards of the City of Post Falls and that includes a garage for not less than two (2) passenger cars.
- d. The minimum square footage for each Dwelling Unit, including garage, shall be as follows: (i) single level—not less than 1,400 square feet of total area; (ii) multi-level—not less than 1,000 square feet on first above grade level and not less than 1,800 square feet of total area; and, (iii) two-story—both levels above grade, not

less than 1,000 square feet on first floor above grade and not less than 1,800 square feet total area.

- e. No structure may be moved on to a lot; new construction is required. No tent, trailer, mobile home, boat or other recreational vehicle shall be used for human habitation on a temporary or permanent basis on any lot at any time. No building shall be erected or placed on any lot until the construction plans and specifications, and a plan showing the location of structures has been reviewed and approved by the Board or any appointed architecture control committee to which such authority has been delegated as to the quality of workmanship and materials, the harmony of the external design with existing structures, building site location with respect to topography and finished grade elevations.
- f. **Accessory Structures:** Accessory structures may be placed on the property subject to the following standards: (i) both the siding and roofing colors of any such structures match that of the residential structure on the Lot; (ii) the total area footprint shall, in the aggregate, not exceed: one hundred twenty (120) square feet on Lots smaller than twelve thousand (12,000) square feet; in excess of three hundred fifty (350) square feet on Lots at least twelve thousand (12,000) square feet and less than fifteen thousand (15,000) square feet; and in excess of six hundred (600) square feet on Lots of fifteen thousand (15,000) square feet or greater; (iii) any accessory structure shall have a maximum height of eighteen (18) feet at the ridge; (iv) all eaves must overhang no less than twelve (12) inches on all sides and be enclosed; and, (v) the roof must be a minimum of 4/12 pitch. All accessory structures must also comply with the ordinances of the city of Post Falls, whichever is more restrictive.
- g. **Fencing:** Builder Owners shall cause to be erected prior to the close of escrow to any subsequent Owner, fencing in the rear and side yards. Fencing shall not be permitted on front building lines and within any City required front yard setback unless decorative in nature and approved pursuant to Article VII. Any front yard fencing shall not exceed three (3) feet in height. No front yard chain link shall be permitted under any circumstances. Front yard fencing shall further be subject to reasonable conditions imposed by the Board or any applicable architectural control committee. Fencing in rear and side yards shall not exceed six (6) feet. Side yard, back property line and perimeter fencing shall, for durability and maintenance purposes, be constructed of vinyl fencing material in "taupe" or similar color and shall be of the same grade, color and material as the perimeter fencing installed by Grantor. Good neighbor fencing in which each side is identical is required for side and rear yards and may be required by the Board or any applicable architectural control committee for front yard fencing. A permit from the city may be required prior to the installation of fencing and fencing must also comply with Article VII and the ordinance requirements of the City of Post Falls. All Builder Owners shall be required to complete the construction of side yard and back or perimeter back property boundary line fencing to the extent not already constructed, together with installation of approved front yard landscaping,

in each case prior to the close of escrow to any subsequent Owner. All Builder Owners, (or any individual Owner in the case of direct sale by Grantor or where a Builder Owner has failed to comply) acquiring title to a Lot which shares a property boundary with any other Lot and upon which shared boundary line there has been constructed fencing which complies with the standards set forth herein, shall be obligated to pay, either directly to the party which incurred the cost of such shared fencing or, in the alternative, into the closing escrow, in addition to the Lot purchase price, an amount equal to one-half (1/2) of the actual cost of constructing and installing such fencing (but not to exceed \$30.00 per linear foot), on such shared boundary lines. Escrow closing agent or other agent designated by Grantor shall collect and hold such funds to be timely remitted to the party responsible for constructing and installing such shared boundary fencing upon reasonable proof of such cost incurred and otherwise pursuant to any escrow agreement reasonably required by such agent. Grantor shall not be held responsible for the proper placement and installation, collection of any such sums or obligated to reimburse any other party for the costs of such shared boundary fencing or costs incurred in collecting the same.

- h. On any corner Lot, the Builder Owner prior to the close of escrow to any subsequent Owner, (or any individual Owner in the case of direct sale by Grantor or where a Builder Owner has failed to comply), shall be required to construct a fence identical to the fence which has been installed by the Grantor or its assigns and/or agent(s) around the perimeter of the subdivision, from the front foundation line of a residence to the rear property line, obscuring the view of back yard from the roadway, subject to all requirements of the rules, regulations and ordinances of the City of Post Falls.
- i. Radio antennas and satellite dishes over twenty (20) inches in diameter are not allowed on any Lot or Dwelling Unit if they can be seen from outside the specified Lot.
- j. No Owner shall raise the grade of any Lot above the grade established or to be established by Grantor without the prior approval of the Board or its designated agent. All structures shall be of suitable elevation to adjoining lots.
- k. Landscaping. As part of the construction of each single family residence within the project, the Owner shall be required to landscape, plant and maintain the front yard of the residence from the building line to the curb of the roadway, including any portion of the road right-of-way line between the curb and the residential structure. Residential structures located on lots with frontage on more than one roadway shall landscape, plant and maintain all yards lying between the residential structure and the curb of the roadway. The time limit for completion of the required landscaping shall be no later than ninety (90) days from the date of occupancy of the residential structure, unless the certificate of occupancy is issued later than October 1, in which case an extension until May 1 of the following year shall be allowed. The Board may grant reasonable additional extensions due to

inclement weather upon receipt of acceptable financial security guaranteeing the installation of said improvements. Each Lot Owners shall within six (6) months of the date of occupancy plant, cultivate and maintain at least one (1) leafy tree of one (1) inch or more in diameter at the base, in the front yard or in the curbside grassy swale. Corner Lot Owners shall also plant one (1) tree in the side yard or the side yard grassy swale but shall not impair traffic site distances.

- l. Landscape Maintenance. Lot Owners shall maintain all landscaping in a neat and reasonable manner, including mowing lawns, trimming bushes, trees and hedges, removal of weeds and debris, and providing adequate water for vegetation and plant life.
- m. Grassy Swales. Lot Owners shall be required to plant and maintain grass in grassy swale areas around such Owners' Lot and shall not allow any fills, grade changes, or floatable obstructions in the drainage area. Grassy swales are constructed for the purpose of surface water treatment and drainage and are a necessary part of Woodbridge.
- n. It is the intent and purpose to assure that all Dwelling Units shall be constructed of quality materials and workmanship, in harmony of external design, finish, and location in relation to surrounding Dwelling Units and topography and colorized in a color scheme that has the same hues as the surrounding Dwelling Units.

The Board or its designated agent may modify these standards with respect to the plans and specifications for any particular Lot or Dwelling Unit if the strict application of these standards would create an unreasonable hardship on the Owner or would create a result inconsistent with the appearance or uses of the Lots and Dwelling Units in the vicinity. The Board or its designated agent may also issue rules or guidelines setting forth procedures for the submission of plans for approval requiring a fee payable to the Association to accompany each application for approval or additional factors which it will take into consideration in reviewing submissions.

Dated this 30<sup>th</sup> day of August, 2018.

**WOODBIDGE SOUTH HOMEOWNERS  
ASSOCIATION, INC.**

By: James R. Watson  
James R. Watson, President

By: Robert W. McCone  
Robert W. McCone, Vice President

By: Monica Justin  
Monica Justin, Secretary/Treasurer

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )

On August 30 2018 before me, Lucy Matuzima, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared James R. Watson, Robert W. McClork and  
Name(s) of Signer(s)

Monica E. Justin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lucy Matuzima  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_