JENNIFER LOCKE 29 P 3063358000
KOOTENAI COUNTY RECORDER
KKR Date 11/12/2026 12:38 PM
REQ OF VIKING CONSTRUCTION
RECORDING FEE: $94.00 SC

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AND WHEN RECORDED, MAIL TO:

FENNEMORE CRAIG, P.C.
233 E Harrison Avenue
Coeur d'Alene, Idaho 83814

Attention: Peter J. Smith IV

DECLARATION OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

WESTWOOD PINES COMMERCIAL PARK

KOOTENAI COUNTY, IDAHO

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EXHIBIT "A" – LEGAL DESCRIPTION OF PROPERTY

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

WESTWOOD PINES COMMERCIAL PARK
KOOTENAI COUNTY, IDAHO

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration"), is made on the date hereinafter set forth, by **VIKING CONSTRUCTION, INC., an Idaho corporation**, whose address is 2605 W Hayden Ave, Hayden, ID 83835 ("Declarant"), with reference to the following facts:

A. Declarant is the purchaser/developer of that certain real property located north of Highway 53 and west of Cloverdale Street, in the City of Rathdrum, Kootenai County Idaho, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Declarant is developing the Property and other land in the area into a commercial/business park known as the "Westwood Pines Commercial Park" which is anticipated to include commercial, office, industrial, and retail improvements and appurtenant common areas.

C. The development shall be hereinafter referred to as the "Project." The Owner of each Lot or Unit in the Project shall receive title to such Lot or Unit and rights of membership in the Westwood Pines Commercial Park Association, Inc., a nonprofit corporation formed to operate and maintain those areas and facilities as may be designated as Common Area in the Project Documents, and otherwise to manage the Project. Depending on the nature of a particular Lot or Unit within the Project, the Owner(s) of such Lot or Unit may also be Members of a Subassociation for such Lot.

D. Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of operation for the benefit of all of the said Lots and Units and the Owners thereof.

Declarant hereby declares that the Property and the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and the Project, and every part thereof, in accordance with the plan for the establishment of the Project as a commercial/business development. All of the declarations, limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property or the Project.

ARTICLE I.
DEFINITIONS

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

1.1 Articles. The Articles of Incorporation of the Association as restated or amended from time to time.

1.2 Assessment. That portion of the cost of maintaining, improving, repairing, operating, insuring, and managing the Common Area (or otherwise needed for the administration or management of the Project) which is to be paid by the Lot and Unit Owners as determined by the Association under this Declaration. Assessments may be designated as Regular Assessments, Extraordinary Assessments, or Special Assessments, as those terms are more specifically defined in Article 6 of this Declaration.

1.3 Association. Westwood Pines Commercial Park Association, Inc., an Idaho nonprofit corporation, formed by Declarant in conjunction with the creation of the Project, the Members of which shall be the Owners of Lots and Units in the Project as provided herein. The existence of the Association under this Declaration shall be without prejudice to the establishment of Subassociations charged with administering special requirements of particular Lots and/or Units.

1.4 Board or Board of Directors. The governing body of the Association.

1.5 Bylaws. The Bylaws of the Association as restated or amended from time to time.

1.6 Common Area. The easements, areas, and facilities owned, operated, and/or maintained by the Association, the Declarant, or any Developer for the benefit of all Lots and Units, or portions thereof, and their Owners. The Common Area within the Project shall include, without limitation, the landscaped entrances to the Project, the monument sign serving the Project and the Association's related easement rights on Lot 4, the stormwater management system, the pedestrian and bicycle trails and amenities, the community water distribution mains, the community sewer collection mains, the community lighting system along the roadways through the Project, the irrigation system, all private roads and streets within the Project, all sidewalks, pathways, and pedestrian walkways within the Project, landscaped areas and weed control along the Highway 53 frontage, swales, landscaped areas, and lawn maintenance along the Cloverdale Street frontage, snow and ice removal from all roads, streets, sidewalks, signs and pedestrian walkways, and other shared areas and amenities as may be designated as Common Area by the Declarant or by the Board.

1.7 Common Expenses. The actual and estimated expenses of maintenance, improvement, repair, operation, insurance, protection, and management of the Common Area and the Association, and of otherwise administering the Association and the Project, and any reasonable reserve for such purposes as determined by the Board, and all sums designated as Common Expenses by or pursuant to the Project Documents or by the direction of the Board.

1.8 Declarant. VIKING CONSTRUCTION, INC., an Idaho corporation, and its successors-in-interest and assigns with respect to the entire Project, but excluding independent third parties purchasing completed Lots or Units.

1.9 Developer. A person acquiring one or more Lots for purposes of constructing improvements thereon for sale to third parties (including a purchaser of multiple Lots or a single Lot to be further divided), and who shall be designated as a "Developer" by the Declarant in its discretion.

1.10 Director. A member of the Board of Directors of the Association.

1.11 Lot. Any separately numbered parcel of land shown on the Plat as a buildable parcel intended for sale to and use and enjoyment by an Owner (excluding areas designated on the Plat or by the Declarant as Common Area). If, however, a Lot is developed and improved as a condominium, then for purposes of this Declaration and the remaining Project Documents (e.g., voting rights and assessment obligations), the Lot shall be considered as a collection of Units rather than merely as a Lot.

1.12 Declaration. This Declaration of Covenants, Conditions, and Restrictions, as it may be amended from time to time.

1.13 Member. A person entitled to membership in the Association as provided herein.

1.14 Mortgage. Includes a recorded mortgage, deed of trust, real estate contract, or other instrument creating a security interest in any Lot or Unit.

1.15 Mortgagee. Includes a mortgagee, beneficiary, or holder of a deed of trust, real estate contract vendor, or other holder of a mortgage (including Declarant or Declarant's assignee with respect to any purchase-money security interest retained by Declarant on sale of any Lot or Unit).

1.16 Mortgagor. Includes a mortgagor, the trustor of a deed of trust, real estate contract vendee, or other individual granting a security interest in any Lot or Unit.

1.17 Owner or Owners. The record holder or holders of title to a Lot or Unit in the Project. This shall include any person having a fee simple title to any Lot or Unit, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot or Unit is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner."

1.18 Person. Any individual or any corporation, joint venture, limited partnership, partnership, firm, association, trust, or other similar entity or organization.

1.19 Plat. The recorded final subdivision plat of the Project, being the plat of WESTWOOD PINES THIRD ADDITION recorded in Book M of Plats at Page(s) 164, 164A, and 164B in the records of Kootenai County, Idaho as Instrument No. 3062149000. The Plat shall identify each Lot in the Project and shows its relative location and dimensions.

1.20 Project. The entirety of the project described by this Declaration (generally synonymous with "Property").

1.21 Project Documents. This Declaration, the Plat, and the Articles, Bylaws, and Rules and Regulations of the Association, as each shall be restated or amended from time to time.

1.22 Property. The land described in Recital A in this Declaration, together with all buildings, improvements, or structures thereon, and every easement or right appurtenant thereto, and all personal property intended for use in connection therewith or for the use, benefit, or enjoyment of the Owners.

1.23 Subassociation. A non-profit association established for purposes of operating, maintaining, repairing, and replacing portions of common area located within a particular Lot or Lots, which may be of particular benefit to the Owners of such Lot or Lots or Units therein, and to which the Master Association may delegate responsibilities under this Declaration.

1.24 Unit. Any separately numbered unit in a condominium development that becomes part of the Project, which is shown on the subject condominium plat and which is intended for sale to and use and enjoyment by an Owner.

ARTICLE II.
ASSOCIATION, ADMINISTRATION, MEMBERSHIP, AND VOTING RIGHTS

2.1 Organization of Association. The Association is or shall be incorporated under the name of Westwood Pines Commercial Park Association, Inc., as a nonprofit corporation under the Idaho Nonprofit Corporation Act.

2.2 Duties and Powers. The duties and powers of the Association are those set forth in this Declaration, and in the Articles and Bylaws, together with its general and implied powers as a nonprofit corporation, generally to do any and all things that a nonprofit corporation organized under the laws of the State of Idaho may lawfully do and which are necessary or proper in operating for the peace, health, comfort, safety, and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Declaration, the Articles, and Bylaws.

2.3 Membership. The Owner of a Lot or Unit shall automatically, upon becoming the Owner of that Lot or Unit, be a Member of the Association, and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. Membership shall be in accordance with this Declaration and the Articles and Bylaws of the Association.

2.4 Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot or Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot or Unit should fail or refuse to transfer the membership registered in his or her name to the purchaser of the Lot of Unit, the Association shall have the

right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

2.5 Classes of Membership. The Association shall have the following two (2) classes of voting membership:

(a) Class A Membership: Class A membership shall include all Owners of Lots and Units other than the Declarant. Within Class A, voting power shall be allocated, for all Lots at the rate of one (1) vote for each 7,500 square feet of the Lot, with partial votes being rounded to the nearest one-quarter vote. For condominium projects, the total votes for the condominium Lot shall be allocated among the Units according to the Developer of the condominium project, and then rounded again to the nearest one-quarter vote.

(b) Class B Membership: Class B membership shall be held by the Declarant, which shall be entitled to five (5) times the voting power otherwise allocated to the Lot or Unit according to subparagraph 2.5(a) above. However, Class B membership shall cease and be converted to Class A membership upon the earlier of the following to occur:

(1) When the total voting power outstanding in Class A membership shall equal the total voting power outstanding in the Class B membership; or

(2) Twenty (20) years from the date of recordation of this Declaration.

2.6 Voting Requirements. Except where otherwise expressly provided in this Declaration, the Articles, or the Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken shall require the vote or written assent of a majority of the total voting power of the Association (both classes of membership combined).

2.7 Membership Meetings. Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

2.8 Board of Directors. The affairs of the Association shall be managed by a Board of Directors, which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association. The number of Directors shall be established, and the Board of Directors shall be elected by the Members, according to the Bylaws; provided that, for so long as the Declarant retains a substantial ownership interest in the Project (as provided in the Bylaws), the Declarant shall reserve the right to control the Board by appointing a majority of the Directors.

2.9 Use of Agent. The Board of Directors, on behalf of the Association, may contract with a professional management agent for the management and oversight of maintenance and repair of the Common Area, and for conducting other activities on behalf of the Association, as may be determined by the Board. Any contract for professional management services must contain term and termination provisions, and shall otherwise be subject to such limitations as may be set forth in the Bylaws.

2.10 Subassociations. Nothing in this Declaration shall preclude the Declarant or any Developer, or the Owners of any Lot or Lots in the Project, from establishing one or more separate Subassociations for purposes of administering special requirements of such Lot or Lots. However, the establishment of such a Subassociation shall have no effect on the rights and obligations of Owners and Lots under this Declaration or the remaining Project Documents, without the written approval of the Declarant (so long as the Declarant has any interest in the Project) and the Board of the Association.

ARTICLE III.
RIGHTS IN COMMON AREA

3.1 Common Area. The Common Area for the Project shall include those areas, systems, and facilities described in Paragraph 1.6, above, and any other areas and facilities designated by the Declarant or the Board as Common Area. Each Lot and Unit Owner shall have a nonexclusive right to the use and benefit of all Common Area in accordance with the purposes for which it is intended without hindering the exercise of or encroaching upon the lawful rights of any other Lot or Unit Owners, subject to Rules and Regulations enacted by authority of the Board as provided herein.

3.2 No Separate Conveyance of Rights. The right of each Owner to use the Common Area shall be appurtenant to such Owner's Lot or Unit, and may not be assigned or conveyed except with the Lot or Unit. The Common Area shall be dedicated to the exclusive use and enjoyment of the Owners of Lots and Units within the Project (and their guests and invitees); shall have no independent value; and shall not be converted to any use other than as Common Area, or sold, transferred, or encumbered without the amendment of this Declaration. To the extent possible, the Declarant and the Association shall take all reasonable measures to assure that the Common Area is not separately assessed for real estate tax purposes, but that the value of the use and enjoyment of the Common Area shall be reflected in the assessments of the individual Lots and Units.

3.3 Regulation of Common Area Use. The rights and easements of use and enjoyment of the Common Area created by this Declaration shall be subject to such Rules and Regulations as may be adopted by the Board of Directors (or the Declarant) from time to time. Without limiting the generality of the authority of the Board (or the Declarant) to adopt Rules and Regulations with respect to Common Area, the Board (or Declarant) shall also have authority to limit the use and enjoyment of certain elements of the Common Area to specific Lots, Units, or areas, in which event the Owners of Lots and Unit so benefited would be solely responsible for maintenance of those elements. For example, and not by way of limitation, a private driveway may service only limited Lots or Units, which could then be charged with the costs of maintenance of that driveway. Where a Subassociation exists for the benefited Lots or Units, such Subassociation shall arrange for such maintenance; otherwise, the Association shall arrange for such maintenance, keep separate accounts, and make a fair allocation of Regular Assessments to the benefited Lots or Units to cover the costs thereof.

3.4 Damage by Member. Each Owner shall be liable to the Association for any damage to the Common Area not fully reimbursed to the Association by insurance, if the damage is sustained because of the negligence, willful misconduct, or unauthorized or improper use of such

Common Area by the Owner or any family member, guest, tenant, employee, customer, client, or invitee of the Member. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association. The cost of correcting the damage, to the extent not reimbursed to the Association by insurance, shall be a Special Assessment against the Lot or Unit and may be enforced as provided hereby for the enforcement of other Assessments.

ARTICLE IV.
ARCHITECTURAL CONTROL

4.1 Prohibition of Alteration and Improvement. Subject to the exemption of Declarant hereunder, no building, sign, fence, wall, landscaping, or other improvement or structure of any kind, which would be visible from the public right of way or any other area outside of any Lot or Unit itself, shall be constructed, installed, painted, or maintained upon the Property, nor shall any alteration or improvement of any kind be made thereto unless and until the same has been approved in writing by the Architectural Control Committee (the "Committee") appointed as provided in this Article.

4.2 Plans and Approval. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of any such improvements or alterations, shall be submitted to the Committee for approval as to quality of workmanship and design. Any application submitted to the Committee pursuant to this Article shall be deemed approved, unless written disapproval or a request for additional information or materials by the Committee shall have been transmitted to the applicant within thirty (30) days after the date of receipt by the Committee of all required materials.

4.3 Architectural Control Committee. Until the Declarant, in its discretion and in writing, turns over the function of architectural control to the Board, all functions of the Committee described in this Article shall be undertaken by the Declarant (or agents of the Declarant appointed for such purpose). Once turned over to the Board, such functions shall be undertaken by the Board, unless and until the Board determines to appoint an independent Committee. If a Committee is thereafter appointed, all members thereof shall be appointed by the Board from the membership of the Association. There shall be not less than three (3) nor more than five (5) members of the Committee, as determined by the Board. As used in the Project Documents, the term "Committee" shall refer to the Declarant, the Board, or the independent Committee, whichever shall at such time have the jurisdiction over architectural issues under this Article 4.

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for authorized expenses incurred by them in the performance of their duties hereunder. Neither the Committee nor any member of the Committee shall be liable in damages or otherwise for decisions made in good faith pursuant to the authority granted in this Article.

4.4 Architectural and Design Guidelines. It is the intent of this Declaration to avoid a mixture of architecture which would create disharmony of design and appearance as determined by the Committee. In furtherance of this objective, the Committee shall have the authority to adopt Architectural and Design Guidelines, and to augment, amend, or otherwise modify such Guidelines from time to time; provided that they shall at all times be consistent with the remaining Project

Documents and building restrictions imposed by the City of Rathdrum or by law. The Architectural and Design Guidelines shall be maintained by the Committee and made available to Developers and other Owners upon request.

4.5 Construction Completion Requirements. Any structure erected or placed on any Lot shall be completed as to external appearance, including finished painting and landscaping, pursuant to approved plans and specifications, as soon as reasonably practicable, and in any case within fifteen (15) months from the date of commencement of construction.

ARTICLE V.
REPAIR AND MAINTENANCE

5.1 Repair and Maintenance Rights and Duties of Association and Subassociations. Subject to provisions in this Declaration pertaining to eminent domain and destruction of improvements, the Association shall maintain, repair, and replace the Common Area and all elements thereof, or shall contract for such maintenance, repair, and replacement thereof, with all Common Area to be kept in good condition, reasonable wear and tear excepted. For the avoidance of doubt, the Association's maintenance, repair, and replacement obligations for the Common Area expressly include: (i) maintenance, repair, and snow and ice removal from all private roads, streets, drives, and parking areas designated as Common Area; (ii) maintenance, repair, and snow and ice removal from all sidewalks, pathways, and pedestrian walkways designated as Common Area; (iii) landscape maintenance, lawn care, tree maintenance, and weed control along all street frontages designated as Common Area, including but not limited to the Highway 53 frontage and Cloverdale Street frontage; and (iv) maintenance and repair of all drainage facilities including swales and stormwater management features. This obligation shall not apply to maintenance of common areas that may be established in connection with the development of individual Lots (e.g., condominium common areas), which shall be the responsibility of the Lot Owners or Subassociations set up for such purpose with respect to a specific Lot or Lots.

However, in the event an Owner fails to maintain his or her Lot or Unit, or if a Subassociation fails to execute its maintenance responsibilities as provided herein, in a manner which the Board deems necessary to preserve the appearance and value of the Property, the Board may notify the Owner or Subassociation of the work required and request it be done within thirty (30) days from the giving of such notice. In the event the Owner or Subassociation fails to carry out such maintenance within such period, the Board may cause such work to be done and may specially assess the cost thereof to such Owner or Subassociation (or directly to the members of the Subassociation), and, if necessary, lien the appropriate Lots and/or Units for the amount thereof.

For the purpose of performing the maintenance, repair, or replacement of the Common Area as authorized by this Article, or for purposes of making emergency repairs necessary to prevent damage to the Common Area or to any Lots or Units, or for any other purpose reasonably related to the performance by the Board of its rights or responsibilities under this Declaration, the Board (and its agents and employees) shall have the irrevocable right, after reasonable notice to the Owner, and at reasonable hours, to enter upon any Lot or Unit.

5.2 Repair and Maintenance Rights and Duties of Owners. Except for those portions of the Project which the Association is required or elects to maintain and repair, each Lot and Unit Owner shall, at his or her sole cost and expense, maintain and repair his or her Lot or Unit and all improvements thereon, keeping the same in good condition. This obligation shall include the responsibility for the maintenance, repair, and replacement of utility service lines (e.g., sewer and water lines) that are located on or service only such Lot or Unit.

5.3 Lot 4 and Lot 5 Buffer Areas. Notwithstanding Paragraphs 1.6 and 5.1, the Owner of each of Lots 4 and 5 shall, at such Owner's sole expense, install the irrigation and grass required by the City of Rathdrum in the portion of the swale and buffer area located within the boundaries of such Owner's Lot and adjoining the paved drive aisle, as shown on the final plans approved by the City of Rathdrum (each, a "Lot Buffer Area"). Each such Owner shall thereafter irrigate, maintain, repair, and replace the grass and irrigation serving its Lot Buffer Area, including mowing and weed control, and keep that area free of debris without impairing its drainage function, in accordance with applicable City requirements. As between the Association and the Owners of Lots 4 and 5, the Association shall have no obligation to perform or pay for the grass and irrigation work assigned to those Owners by this Paragraph, and the cost of that work shall not be a Common Expense. If an Owner fails to perform such work, the Association may perform it after notice as provided in Paragraph 5.1 and specially assess the cost against that Owner's Lot. These obligations shall bind successive Owners of Lots 4 and 5. This Paragraph does not assign either Owner responsibility for any area outside the boundaries of that Owner's Lot.

ARTICLE VI.
ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot and Unit owned within the Project, hereby covenants, and each Owner of any Lot or Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following Assessments, which shall be established and collected as provided herein:

(a) Regular Assessments;

(b) Extraordinary Assessments; and

(c) Special Assessments.

All Assessments, together with interest, costs, penalties and actual attorney fees, shall be a charge and a continuing lien upon the Lot against which each Assessment is made, prior and superior to all other liens, except (1) the lien of a bona fide first mortgage given for value and recorded before the due date of the Assessment; (2) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (3) labor or materialmen's liens arising under Idaho law (timely and duly filed) if the legal effective date is prior to the due date of the Assessment. Notice of the lien may be given by recordation of a Notice of Assessment Lien by the Board (limited as provided by law), without affecting the priority thereof. Each such Assessment, together with interest, costs, penalties, and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot or Unit at the time when the Assessment

fell due. No Owner of a Lot or Unit may exempt himself or herself from liability for his or her contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or any other part of the Project, or by the abandonment of his or her Lot or Unit.

6.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of all the Owners of Lots and Units in the entire Project and/or for the operation, maintenance, improvement, repair, and replacement of the Common Area for the common good of the Project. The Regular Assessments shall include an adequate reserve fund for maintenance, repair, and replacement of those elements of the Common Area which must be replaced on a periodic basis. The reserve fund shall be maintained as a segregated fund, separate from the other funds of the Association.

6.3 Regular Assessments. Until a new assessment shall be established according to this Declaration, immediately following the closing of the sale of the first Lot or Unit in the Project, the annual maximum Regular Assessment per Lot or Unit shall be such amount as is set forth in the Project budget prepared by Declarant, payable in installments as determined by the Board. Each Lot's and Unit's share for the first year shall be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the maximum annual Regular Assessment against each Lot and Unit, on a yearly basis, at least sixty (60) days in advance of the effective date of the new Assessment.

6.4 Extraordinary Assessments. In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, an Extraordinary 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 a capital improvement element of the Common Area, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated Regular Assessment; provided, however, that the aggregate Extraordinary Assessments for any fiscal year shall not exceed ten percent (10%) of the budgeted gross expenses of the Association (excluding reserves) for that fiscal year, without the vote or written assent of a majority of the total voting power of the Association.

6.5 Special Assessments. In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessments (without limitation as to amount or frequency) against an individual Lot or Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner and his or her Lot or Unit into compliance with the provisions of the Project Documents, including interest, penalties, and actual attorneys' fees and costs. The Board may also levy a Special Assessment against a Lot and its Owner for the Association's actual costs of a change to that Lot's identifying display on the monument sign under Paragraph 7.4.

6.6 Allocation of Assessments; Due Dates. Each Lot and Unit, including Lots and Units owned by Declarant, shall bear such share of each aggregate Regular and Extraordinary Assessment as corresponds to the voting power attributable to such Lot or Unit pursuant to the Articles and Paragraph 2.5 of this Declaration (but without regard to the special voting power allocated to the Class B membership), subject to any special allocation to particular Lots or Units charged with maintenance of limited Common Area elements under Paragraph 3.3 above. However, the Declarant shall have the right to defer the commencement of Assessments against Lots and Units owned by the Declarant or any Developer as provided in Paragraph 6.7 below.

Due dates of Assessments shall be the first day of every calendar month, or otherwise as ordered by the Board. No notice of such Assessment shall be required other than an annual notice setting forth the amount and frequency of the Assessment for the following year.

6.7 Date of Commencement of Assessments. The Regular Assessments provided for herein shall commence with respect to each Lot or Unit in the Project on the first day of the month following closing of the sale of such Lot or Unit by Declarant to a third party who is not identified by the Declarant as a Developer.

The Regular Assessments shall commence with respect to each Lot or Unit in the Project still owned by the Declarant or a Developer on the earlier of: (i) the occupancy of the improvements on such Lot or of the Unit; or (ii) fifteen (15) months from the date of commencement of the improvements on the Lot. This special deferral, however, shall be available only for so long as the Declarant and/or the Developers subsidize all actual maintenance and repair of the Common Area to the extent such maintenance and repair is not covered by Assessments against Lots and Units not owned by the Declarant or Developers.

6.8 Transfer of Lot or Unit by Sale or Foreclosure. The sale or transfer of any Lot or Unit shall not affect any Assessment lien, or relieve the Lot or Unit from any liability therefor, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Lot or Unit pursuant to foreclosure or by deed in lieu of foreclosure of a recorded first mortgage given in good faith and for value shall extinguish the lien of all such Assessments as to payments which became due prior to such sale or transfer. Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the Owner for unpaid Assessments. Any Assessments for which the liens are extinguished pursuant to this Paragraph shall be deemed to be Common Expenses collectible from all of the Lots and Units including the Lot or Unit for which the lien was extinguished. In a voluntary conveyance of a Lot or Unit, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the latter for his or her share of the Common Expenses (and for his or her obligation for individual Special Assessments) up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the Lot or Unit conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such Assessment becoming due after the date of any such statement.

6.9 Enforcement of Assessment Obligation; Priorities; Discipline. If any part of any Assessment is not paid and received by the Association or its designated agent within ten (10) days after the due date, an automatic late charge equal to ten percent (10%) of the Assessment (but not less than Ten Dollars [$10.00]) shall be added to and collected with the Assessment. Additionally, if any part of any Assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, the total unpaid Assessment (including the late charge) shall thereafter bear interest at the rate of eighteen percent (18%) per annum until paid. The lien of any Assessment, when delinquent, may be enforced by sale by the Association (acting through the Board), its attorney or other person authorized by this Declaration or by law to make the sale,

after failure of the Owner to pay such Assessment, in accordance with the provisions of Idaho law applicable to the exercise of powers of sale in deeds of trust (with the Board having the right and authority to appoint an independent trustee), or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot or Unit at the foreclosure sale, and to acquire and hold, lease, encumber, and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, rent, interest, costs, penalties, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorneys' fees and costs and may temporarily suspend the Association membership rights of a Lot or Unit Owner who is in default in payment of any Assessment, after notice and hearing according to the Bylaws.

6.10 Payment of Taxes Assessed Against Common Area or Personal Property of Association. In the event that any taxes are assessed against the Common Area, or the personal property of the Association, rather than against the Lots and Units, said taxes shall be included in the Assessments made under the provisions of this Article, and, if necessary, an Extraordinary Assessment may be levied against the Lots in an amount equal to said taxes (regardless of the limitation on Extraordinary Assessments set forth in Paragraph 6.4 above).

ARTICLE VII.
EASEMENTS AND UTILITIES

7.1 Common Area Easements. Declarant expressly reserves for the benefit of the Board of Directors and all agents, officers, and employees of the Association, nonexclusive easements as necessary to maintain and repair the Common Area, and to perform all other tasks in accordance with the provisions of this Declaration. Each Owner shall likewise have a perpetual non-exclusive easement for the use and enjoyment of the Common Area, consistent with the intended purpose of the Common Area, subject to the power of the Board to enact reasonable Rules and Regulations governing such use.

7.2 Encroachment and Utility Easements. Each Lot and Unit within the Property is hereby declared to have an easement over all adjoining Lots and Units for the purpose of accommodating any encroachment due to engineering errors, errors in original construction or reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners.

Declarant also expressly reserves for the benefit of itself and its successors-in-interest and assigns, including the Association, easements over and under the entire Property (together with the right to grant and transfer the same) for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, telephone, television, and other utility lines and services, as may be deemed appropriate to service the Project.

7.3 Utility Services. Each Owner shall make all arrangements for and pay directly for all utilities and services furnished to or used by such Owner, including without limitation, water, sewer, gas, electricity, garbage collection, telephone service, television receiving, internet service, and such other utilities as may be required.

7.4 Lot 4 Monument Sign. Declarant shall cause a perpetual easement over a surveyed and legally described portion of Lot 4, outside Lot 5, to be granted to the Association by a separate recorded instrument before Lot 4 is conveyed to a third party. The easement shall permit the Association to install, operate, access, inspect, maintain, repair, replace, and remove a monument sign serving the Project, together with its foundation, lighting, electrical service, and related equipment. The sign may be up to twenty-five (25) feet high with double-faced LED illumination, subject to all required governmental approvals. Declarant shall pay, at its sole cost and expense and without reimbursement from the Association or any Owner, all costs of designing, permitting, constructing, and initially installing the monument sign, including its foundation, lighting, and electrical connection. Those costs shall not be Common Expenses or Assessments. The easement instrument shall confirm that the sign and related equipment are owned by the Association notwithstanding their location on Lot 4. The sign and the Association's easement rights shall be Common Area, but the underlying fee interest in Lot 4 shall remain with the Owner of Lot 4. After installation, the Association shall pay for operation, electricity, insurance, maintenance, repair, and replacement of the sign, including repair or replacement following damage or casualty, as Common Expenses, subject to its rights under Paragraph 3.4 for damage caused by an Owner or a person for whom an Owner is responsible. The Owner of a Lot identified on the sign shall pay the actual cost of changing that Lot's name, business name, or other identifying display on the sign, including related design, fabrication, permitting, removal, and installation costs. A business occupant may pay that cost directly, but the Owner remains responsible to the Association for any amount the occupant does not pay. This Paragraph does not transfer maintenance of the Lot 4 buffer area described in Paragraph 5.3 to the Association or make any other portion of Lot 4 Common Area.

ARTICLE VIII.
USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Property and each Lot and Unit therein is subject to the following:

8.1 Commercial and Business Use Only. Lots and Units shall be occupied and used only for business or commercial purposes consistent with the then current zoning for the Lot or Unit and in compliance with all requirements of any governmental or quasi-governmental agency having jurisdiction over the Property. Additionally, uses may be further limited according to special provisions set forth in any restrictive covenant recorded with respect to a particular Lot, or in a Declaration of Annexation for a future Phase of the Project.

8.2 Temporary Structures. No trailer, tent, shack, camper, or other outbuilding or structure of a temporary nature shall be used on the Property for any purpose, except as follows: (i) for fifteen (15) months during construction of an approved structure (for which a building permit shall have been issued); and (ii) only where adequate provision has been made for the

disposal of sanitary waste; and (iii) only where the temporary structure shall have been approved by the Architectural Control Committee.

8.3 Further Subdivision Prohibited. No Lot shall be further subdivided, except: (i) in connection with the creation of a condominium regime if allowed by the Declarant; or (ii) by a Developer where the further subdivision is contemplated by the Declarant and permitted in the conveyance to the Developer or in a Declaration of Annexation pertaining to the Developer's Lot. No Owner shall bring any action for partition or division of any Lot or Unit. Judicial partition by sale of a single Lot or Unit owned by two or more persons and division of the sale proceeds is not prohibited hereby (but physical partition of a single Lot or Unit is prohibited).

8.4 Lot and Unit Maintenance. Each Lot and Unit, and all improvements and landscaping thereon shall be maintained in a clean, neat, and orderly condition and in good repair at all times. All rubbish, trash, and garbage shall be regularly removed from the Project and shall not be allowed to accumulate thereon. Trash, garbage, and other waste shall not be kept except in sanitary containers which shall be kept screened and concealed from the view of other Lots and Units and the public right of way.

8.5 Nuisances. No noxious, illegal, or offensive activities shall be carried on in any Lot or Unit, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his or her respective Lot or Unit.

8.6 Signs. Signs advertising Lots and Units for sale or rent may be displayed on the Property without prior approval of the Board; provided that such signs shall be of reasonable and customary size, which for purposes of this Declaration shall mean a sign not exceeding eighteen (18) inches by twenty-four (24) inches in total dimensions, with any sign rider not exceeding six (6) inches by twenty-four (24) inches. Except as expressly permitted by this Paragraph, no signs shall be displayed to the public view on any Lots or Units or on any portion of the Property unless first approved by the Architectural Control Committee and in compliance with the Architectural and Design Guidelines.

8.7 Leasing of Lots. Any Owner may lease his or her Lot or Unit to any tenant or lessee under such terms and conditions as they may agree, except that no lease or rental agreement shall relate to less than the whole of any Lot or Unit. Any lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the Project Documents. Any failure by a lessee to comply with the terms of the Project Documents shall be a default under the lease, whether or not it is expressed therein, and the Owner shall be liable for any costs incurred which result from the lessee's actions.

8.8 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 8 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot or Unit in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot or Unit, agrees to hold Declarant harmless therefrom.

ARTICLE IX.
INSURANCE

9.1 Duty to Obtain Insurance; Types. The Association shall obtain and maintain the following policies of insurance:

(a) Hazard Insurance. With respect to the Common Area, a policy of hazard insurance covering loss or damage to all parts of the Common Area in the amount of the full replacement value thereof, providing protection against all direct causes of loss. The policy shall name the Association (for the use and benefit of the individual Owners), as the named insured and shall contain the standard mortgage clause (the lender's loss payable clause protecting the rights of first mortgagees regardless of any act or neglect of the Owner or Association).

(b) Liability Insurance. With respect to the Common Area, a comprehensive general liability insurance policy, with policy limits and endorsements deemed appropriate by the Board (but having a combined single limit of liability of not less than $1,000,000.00), covering all occurrences relating to the operation of the Common Area.

(c) Fidelity Bonds. If required by any first mortgagee or determined by the Board, blanket fidelity bonds for anyone who either handles or is responsible for funds which are held or administered by the Association, whether or not they receive compensation for such services.

9.2 Waiver of Claim Against Association. As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board of Directors, and the Declarant, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

9.3 Right and Duty of Owners to Insure. It is the responsibility of each Owner to provide insurance on all improvements and personal property located on his or her Lot or Unit, either directly or through the appropriate Subassociation. Nothing herein shall preclude any Owner from carrying any public liability insurance as he or she deems desirable to cover his or her individual liability for damage to persons or property occurring on his or her individual Lot or Unit or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur, and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him or her to the Association to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

9.4 Notice of Expiration Requirements. If available, all of the policies of insurance maintained by the Association shall contain a provision that said policy or policies shall not be canceled, terminated, or expired by their terms, without thirty (30) days' prior written notice to the

Board and the Declarant (so long as the Declarant owns any Lots or Units), and also to any Owners and first mortgagees who shall have filed written requests with the carrier for such notice.

9.5 Insurance Premiums. Insurance premiums for any policies carried by the Association shall be a Common Expense to be included in the Regular Assessments levied by the Association and collected from the Owners. That portion of the Regular Assessments necessary for the required insurance premiums shall be separately accounted for by the Association in the reserve fund to be used solely for the payment of premiums of required insurance as such premiums become due.

9.6 Trustee for Policies. The Association, acting through the Board, is hereby appointed and shall be deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as provided for in Paragraph 9.1 above shall be paid to the Board as Trustee.

ARTICLE X.
DESTRUCTION OF IMPROVEMENTS

10.1 Damage to Common Area. In the event of any destruction of any element of the Common Area, the repair or replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 9 hereof shall be used for such purpose, unless otherwise provided herein.

It shall be presumed that the Association is authorized to levy an Extraordinary Assessment to collect any expense of restoration and repair not covered by insurance, and to proceed forthwith with the restoration and repair. However, within thirty (30) days of the date of destruction, by the vote or written consent of not less than seventy-five percent (75%) of the total voting power of the Association, together with the approval of at least seventy-five percent (75%) of the first mortgagees of record, the Owners may decide to proceed other than by restoring and repairing the Common Area.

10.2 Damage to Lots or Units. Restoration and repair of any damage to the improvements on any individual Lot or Unit shall be made by and at the individual expense of the Owner of the Lot or Unit so damaged. Such repair and restoration shall be completed as promptly as practical and in a lawful and workmanlike manner, in accordance with plans approved by the Architectural Control Committee as provided herein.

ARTICLE XI.
EMINENT DOMAIN

11.1 Taking of Lots or Units. In the event of any taking of any Lot or Unit in the Project by eminent domain (including actual condemnation or sale under threat of condemnation), the Owner of such Lot or Unit shall be entitled to receive the award for such taking (subject to the rights of any mortgagee thereof), and after acceptance thereof, he or she and the mortgagee(s) of the Lot or Unit shall be divested of all interest in the Project if such Owner shall vacate the Lot or Unit as a result of such taking. The remaining portion of the Project shall be resurveyed, if necessary, and this Declaration shall be amended to reflect such taking.

11.2 Taking of Common Area. In the event of any taking of all or any portion of the Common Area by eminent domain (including actual condemnation or sale under threat of condemnation), the Association shall be entitled to receive the award for such taking. The proceeds of the condemnation shall be used to restore and repair the Common Area as necessitated by the taking. However, within thirty (30) days of the date of the taking, by the vote or written consent of not less than seventy-five percent (75%) of the total voting power of the Association, together with the approval of at least seventy-five percent (75%) of the first mortgagees of record, the Owners may decide to proceed other than by restoring and repairing the Common Area.

ARTICLE XII.
RIGHTS OF MORTGAGEES

In order to induce various lenders and lending agencies to participate in the financing of the sale and improvement of Lots and Units within the Project, this Article 12 is included in this Declaration. To the extent these added provisions, pertaining to the rights of such lenders and lending agencies, conflict with any other provisions of this Declaration or any other of the Project Documents, these added restrictions shall control.

(a) Notwithstanding any other provision of Project Documents, no amendment or violation of the Project Documents shall operate to defeat or render invalid the rights of any first mortgagee of a Lot or Unit made in good faith and for value, provided that after the foreclosure of any such mortgage, such Lot or Unit shall remain subject to the Project Documents.

(b) Each first mortgagee of a mortgage encumbering any Lot or Unit, which obtains title to such Lot or Unit pursuant to judicial foreclosure or the powers provided in such mortgage, shall take title to such Lot or Unit free and clear of any claims for unpaid Assessments or charges against such Lot or Unit which accrued after the time such mortgagee recorded its mortgage and prior to the time such mortgagee acquires title to such Lot or Unit.

(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 financial reports and other financial data; (3) receive written notice of all meetings of the Owners; and (4) designate, in writing, a representative to attend all such meetings.

(d) Each Owner hereby authorizes the first mortgagee of a first mortgage on his or her Lot or Unit to furnish information to the Board concerning the status of the first mortgage and the loan which it secures.

(e) Each first mortgagee of a Lot or Unit, upon written request therefor, is entitled to timely written notice of the following:

- Any condemnation or casualty loss that affects either a material portion of the Project or the Lot or Unit securing its mortgage;

- Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot or Unit on which it holds the mortgage; and

- A lapse, cancellation, or material modification of any insurance policy maintained by the Association.

(f) In addition to the foregoing, the Board shall have the power and authority, without the vote of the Association, to enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of commercial lenders so as to allow for the purchase, guaranty, or insurance, as the case may be, by such entities of first mortgages encumbering Lots or Units. 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 Lots and Units, if such agencies approve the Property as a qualifying Project under their respective policies, rules, and regulations, as adopted from time to time.

ARTICLE XIII.
DURATION AND AMENDMENT

13.1 Duration. This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded, meeting the requirements of a material amendment to this Declaration as set forth in Paragraph 13.2.

13.2 Amendment Procedures. Notice of the subject matter of a proposed amendment to this Declaration, in reasonably detailed form, shall be included in the notice of any meeting of the Association at which the proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by an Owner at a meeting of the Members of the Association. The resolution shall be adopted by the vote, in person or by proxy, or written consent of Members representing not less than sixty-seven percent (67%) of the total voting power of the Association. A supplemental declaration satisfying the limitations stated in Article XIV for restrictions imposed solely on Lots or Units then owned by Declarant is not an amendment requiring a Member vote under this Paragraph.

Notwithstanding the foregoing, the following special voting provisions shall apply:

(a) Amendments of a material nature shall be enacted in compliance with the provisions of Article 12 of this Declaration;

(b) The specified percentage of the voting power necessary to amend a specified provision of this Declaration shall be not less than the percentage of affirmative votes prescribed for action to be taken under that provision; and

(c) The Declarant shall have the right to amend this Declaration, without the vote or consent of the membership, where required by an agreement for the benefit of one or more Project lenders, as contemplated under Article 12, above.

A certificate, signed and sworn to by two (2) officers of the Association, that the record Owners of the required number of Lots (and the required number of first mortgagees, where applicable) have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years.

ARTICLE XIV.
DECLARANT'S RIGHTS AND RESERVATIONS

Declarant is undertaking the work of construction of the Project and the establishment of a commercial/business development project thereon. The completion of that work and the sale, rental, and other disposal of the Lots are essential to the establishment and welfare of the Property as such a project. In order that said work may be completed and said Property be established as a fully occupied project as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant or any Developer, or their respective contractors or subcontractors from doing on the Property or within any Lot, whatever is reasonably necessary or advisable in connection with the completion of the work;

(b) Prevent the Declarant from designating particular Lots or Units as being for certain purposes or subject to certain limitations, and making such special provisions relating to the operation of the Lots and Units as the Declarant may deem appropriate, including the imposition of special conditions on the Lots or Units, and/or exempting certain Lots or Units from certain provisions of this Declaration;

(c) Prevent Declarant or any Developer or their representatives from erecting, constructing, and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of their business of completing said work and establishing said Property as a commercial/business development project, and disposing of the Lots by sale, lease or otherwise; or

(d) Prevent Declarant or any Developer from maintaining such sign or signs on any of the Property as may be necessary for the sale, lease, or disposition thereof.

So long as Declarant, its successors-in-interest, and assigns owns one or more of the Lots or Units, and except as otherwise specifically provided herein, Declarant, its successors, and assigns shall be subject to the provisions of this Declaration.

In the event Declarant shall convey all of its right, title, and interest in and to the Property to any third person, which person shall assume the obligations of the Declarant, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such third person shall be obligated to perform all such duties and obligations of the Declarant.

So long as Declarant owns any Lot or Unit, Declarant may, without the joinder, vote, or consent of the Association or the Owner of another Lot or Unit, execute and record a supplemental declaration establishing restrictions or other special conditions affecting only Lots or Units then owned by Declarant. Each such supplemental declaration shall identify the Lots or Units it affects. It shall not burden a Lot or Unit previously conveyed by Declarant, impair a right appurtenant to such a Lot or Unit, alter an obligation of the Association or another Owner, or amend this Declaration except through the procedures otherwise applicable under Paragraph 13.2. It shall remain subject to restrictions previously granted for the benefit of another Lot or Unit. No Owner of a previously conveyed Lot or Unit is required to join solely because Declarant imposes a permitted restriction on property Declarant still owns.

ARTICLE XV.
GENERAL PROVISIONS

15.1 Enforcement. The Association (acting through the Board), any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Project shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Any such action by the Association shall be taken on behalf of two (2) or more Lot and/or Unit Owners, as their respective interests may appear, with respect to any cause of action relating to the Common Area or more than one Lot or Unit. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

15.2 Invalidity of Any Provision. Should any provision of this Declaration be declared invalid or in conflict with any applicable law, the validity of all other provisions shall remain unaffected and in full force and effect.

15.3 Conflict of Project Documents. If there is any conflict among or between the Project Documents, priority shall be given to Project Documents in the following order: this Declaration, the Plat; Articles; Bylaws; and Rules and Regulations of the Association. Notwithstanding the foregoing, any provision in any of the Project Documents which is for the protection of mortgagees shall have priority over any inconsistent provision in that document or in any other Project Document.

The undersigned, being the Declarant herein, has executed this Declaration on November 12, 2026.

DECLARANT:

VIKING CONSTRUCTION, INC.
an Idaho corporation

By: _____
Wendell Olson, President

STATE OF IDAHO)
: ss.
County of Kootenai)

On this 12th day of November, 2026, before me, Kristen Agostinelli, a Notary Public in and for the State of Idaho, personally appeared WENDELL OLSON, known or identified to me to be the President of VIKING CONSTRUCTION, INC., the corporation that executed the above instrument and the person who executed such instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at Hayden
Commission Expires 10/07/2028

KRISTEN AGOSTINELLI
COMM. #56741
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT "A"

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

WESTWOOD PINES COMMERCIAL PARK

Legal Description of Property

All land described in the Plat of the WESTWOOD PINES THIRD ADDITION as shown in the Plat recorded in Book M of Plats at Page(s) 164, 164A, and 164B in the records of Kootenai County, Idaho as Instrument No. 3062149000.

Book M Page 164B Instrument #2060149000

WESTWOOD PINES THIRD ADDITION

BOOK M PAGE 164 B
INSTRUMENT NO 2060149000

A REPLAT OF LOT 24, BLOCK 2, WESTWOOD PINES FIRST ADDITION, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 52 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF WHEELER CONSTRUCTION INC. FOR FILING IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS 30th DAY OF October 2026 AT 9:19 A.M. IN BOOK M OF PLATS, PAGES 164, 164A, 164B AT INSTRUMENT NUMBER 2060149000

FEE: $ 11.00

DEPUTY CLERK

EX-OFFICIO RECORDER, KOOTENAI COUNTY, IDAHO

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE CHRONICLE CERTIFICATE AND CHARGED FOR WHICH PAID THROUGH Dec 31st 2025

DATED THIS 25th DAY OF September 2026

KOOTENAI COUNTY TREASURER, DEPUTY

CITY COUNCIL, CITY OF RATHDRUM

I HEREBY CERTIFY THAT I HAVE FULLY READ THE REQUIREMENTS OF THE CITY OF RATHDRUM SUBDIVISION ORDINANCE, AND THE CONDITIONS APPLIED BY THIS COUNCIL, AND IN MY OPINION SAID PLAT MEETS THE REQUIREMENTS OF SAID ORDINANCE AND CONDITIONS.

DATED THIS 5 DAY OF October 2026

MAYOR, CITY OF RATHDRUM

ATTEST: CITY CLERK

ENGINEER, CITY OF RATHDRUM

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT IS IN CONFORMITY WITH THE SAME FOR FILING THIS 5th DAY OF October 2026

CITY ENGINEER, CITY OF RATHDRUM

HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A STATEMENT BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF RATHDRUM AND THE QLPE APPROVING OF THE DESIGN PLANS AND SPECIFICATIONS AND ALL CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUILDING CONSTRUCTION SHALL NOT BE ALLOWED UNTIL THE LOOP SYSTEM AND ALL OTHER REQUIRED SANITARY RESTRICTIONS ARE SATISFIED. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO APPLY FOR AND OBTAIN THE WATER DISTRICTS WRITTEN CONSTRUCTION PLAN APPROVAL AND SANITARY RESTRICTION RELEASE FOR EACH LOT PRIOR TO ANY CONSTRUCTION OR OCCUPANCY. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY IF DEVELOPMENT OF THE PROPERTY DESCRIBED HEREON DOES NOT OCCUR WITHIN TWO (2) YEARS OF THE DATE OF THE HEALTH DISTRICT SIGNATURE.

DATED THIS 10th DAY OF October 2026

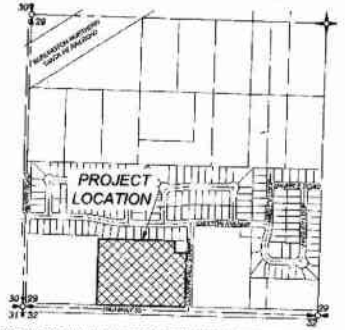
PANHANDLE HEALTH DISTRICT I

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND THAT DETERMINED THAT IT'S REQUIREMENTS OF THE STATE CODE PERTAINED TO PLATS AND SURVEYS WERE MADE WITH.

DATED THIS 29th DAY OF November 2026

PROFESSIONAL LAND SURVEYOR, KENT C. KOCH



VICINITY MAP

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE 1 (ONE) NEW LOT FROM THE REQUIREMENTS OF THE CITY OF RATHDRUM SUBDIVISION ORDINANCE. THE MONUMENTS ARE AS SHOWN HEREON AND USED TO DETERMINE THE BOUNDARY LOCATION OF THE SUBJECT PROPERTY.

THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY FURNISHED BY WESTCOR LAND TITLE INSURANCE COMPANY, NO. [illegible] DATED [illegible] AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY LISTED IN SAID COMMITMENT HEREON SHOWN.

THIS PLAT BOUNDARY WAS DETERMINED BY HOLDING THE FOUND MONUMENTS AND MEASUREMENTS SHOWN ON THE PLAT OF WESTWOOD PINES AS RECORDED IN BOOK L OF PLATS, PAGE 208, RECORDS OF KOOTENAI COUNTY, IDAHO.

THIS SURVEY WAS PERFORMED USING A TOPCON HYPER V/P GPS SYSTEM AND A 3-SECOND TOPCON GT-1003 ROBOTIC TOTAL STATION USING FIELD OBSERVATIONS THAT MEET OR EXCEED IDAHO ADMINISTRATIVE RULES (IDAPA) STANDARDS.

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR WITHIN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE PLAT OF WESTWOOD PINES REPLAT ADDITION IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON, UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE SURVEY PLAT AND THAT SAID PLAT AND SURVEY ARE IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

REGISTERED, PLS 19724 — 9/23/26

PROFESSIONAL LAND SURVEYOR, LICENSED, 19724, STATE OF IDAHO, KENT C. KOCH

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT WHEELER CONSTRUCTION, INC., AN IDAHO CORPORATION, IS/ARE HEREBY COMPANY THAT IT OWNS AND HAS LAID OUT THE LAND DESCRIBED BELOW THIS PLAT TO BE KNOWN AS WESTWOOD PINES THIRD ADDITION, BEING A REPLAT OF LOT 24, BLOCK 2 OF THE PLAT OF WESTWOOD PINES FIRST ADDITION, RECORDED IN BOOK L OF PLATS AT PAGES 208-208B, RECORDS OF KOOTENAI COUNTY, IDAHO AND LYING IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 52 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO.

SAID PARCEL CONTAINING [illegible] ACRES, MORE OR LESS.

WE IT FURTHER KNOWN THAT:

[illegible] IS PREPARED BY CITY OF RATHDRUM.

[illegible] AS SHOWN ON THIS PLAT IS EQUITY [illegible] BY CITY OF RATHDRUM.

THE OWNER HEREBY CONSENTS TO THE TERMS AND CONDITIONS OF THE NOTES AND EASEMENT DESCRIPTIONS SET FORTH ON SHEET 2 OF THIS PLAT AND APPROVES THE CONVEYANCE TO THE PUBLIC BY SUCH DELINEATIONS AND TO HAVE SUCH DEDICATIONS RUN WITH THE LAND, BINDING FUTURE OWNERS, ITS GOVERNMENT OWNERS IN THE FUTURE, UNLESS EXPRESSLY EXPRESSLY TO THE CONTRARY ON THE FACE OF THIS PLAT. ALL EASEMENTS EXPRESSLY OR IMPLICITLY SET FORTH OR SHOWN ON THE FACE OF THIS PLAT SHALL BE UNDERSTOOD BY THE OWNER.

THE OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, HEREBY WAIVES ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY ARISING FROM NORMAL AND ROUTINE OPERATION, MAINTENANCE AND OPERATION OF PUBLIC FACILITIES AND FACILITIES LOCATED WITHIN EASEMENTS ADJACENT TO THIS PLAT.

ACCESS TO LOTS, STORAGE OF EQUIPMENT, AND OWNER'S OCCUPANCY SHALL BE SUBJECT TO THE CITY OF RATHDRUM ON THE INSTALLATION, OPERATION AND MAINTENANCE OF SAID FACILITIES AS APPROVED.

THIS DEDICATION AND PLAT ARE SUBJECT TO THE COVENANTS, CODES AND RESTRICTIONS FOR WESTWOOD POINTE SUBDIVISION RECORDED UNDER INSTRUMENT NO. _____ RECORDS OF KOOTENAI COUNTY, TOGETHER WITH ANY AND ALL AMENDMENTS AND/OR SUPPLEMENTS.

TRACTS A AND B ARE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION OF LOTS AND ARE RESERVED TO SAID ASSOCIATION AS SHOWN HEREON AND BY CITY CODE.

ACCESS AND UTILITY EASEMENTS AS SHOWN HEREON ARE DRAWN FOR THE RESPECTIVE BENEFIT OF ALL UTILITIES WITHIN THE BOUNDS OF THIS PLAT.

DIRECT VEHICULAR ACCESS TO SHELPHEN VISTA, E. 4 ST., AND E. HEREFORD LN. WHICH IS CONSIDERED AS A COLLECTOR STREET, AND TO GARDEN PRAIRIE DRIVE, A LOCAL STREET, AS SHOWN HEREON, IS PROHIBITED EXCEPT AT THE APPROVED ACCESS POINT AS SHOWN HEREON AND AS APPROVED BY THE CITY ENGINEER, CITY PLANNER AND CITY COUNCIL.

A 10' WATER AND SANITARY SEWER EASEMENT ACROSS ALL OF TRACT A AND 10' ON THE NORTH SIDE OF LOT 1 HEREBY GRANTED TO THE CITY OF RATHDRUM FOR THE INSTALLATION OF UNDERGROUND WATER AND SANITARY SEWER FACILITIES AND APPURTENANCES THERETO.

ACCESS POINTS FROM THIS PLAT OVER ROAD STREETS ARE REQUIRED TO BE 30' DISTANCE RESPECTIVELY AS MEASURED BY THE CITY OF RATHDRUM CODE.

VEHICULAR ACCESS TO AND FROM LOTS 1 AND 2 IS PROHIBITED FROM GARDEN PRAIRIE DRIVE WITH THE EXCEPTION OF ONE (1) ACCESS APPROVED BY THE CITY ENGINEER.

OWNER — 09/24/2026

NOTARY CERTIFICATE

STATE OF Idaho

COUNTY OF Kootenai

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 24 DAY OF September IN THE YEAR 2026, BY KENNETH OLSON AS PRESIDENT OF WHEELER CONSTRUCTION, INC.

NOTARY PUBLIC

MY COMMISSION EXPIRES ON 10/07/2028

T52N R4W



PROJ #:	25-3962
DATE:	07/17/26
PREPARED BY:	MAS
REVIEWED BY:	RDK

SHEET 3 OF 3

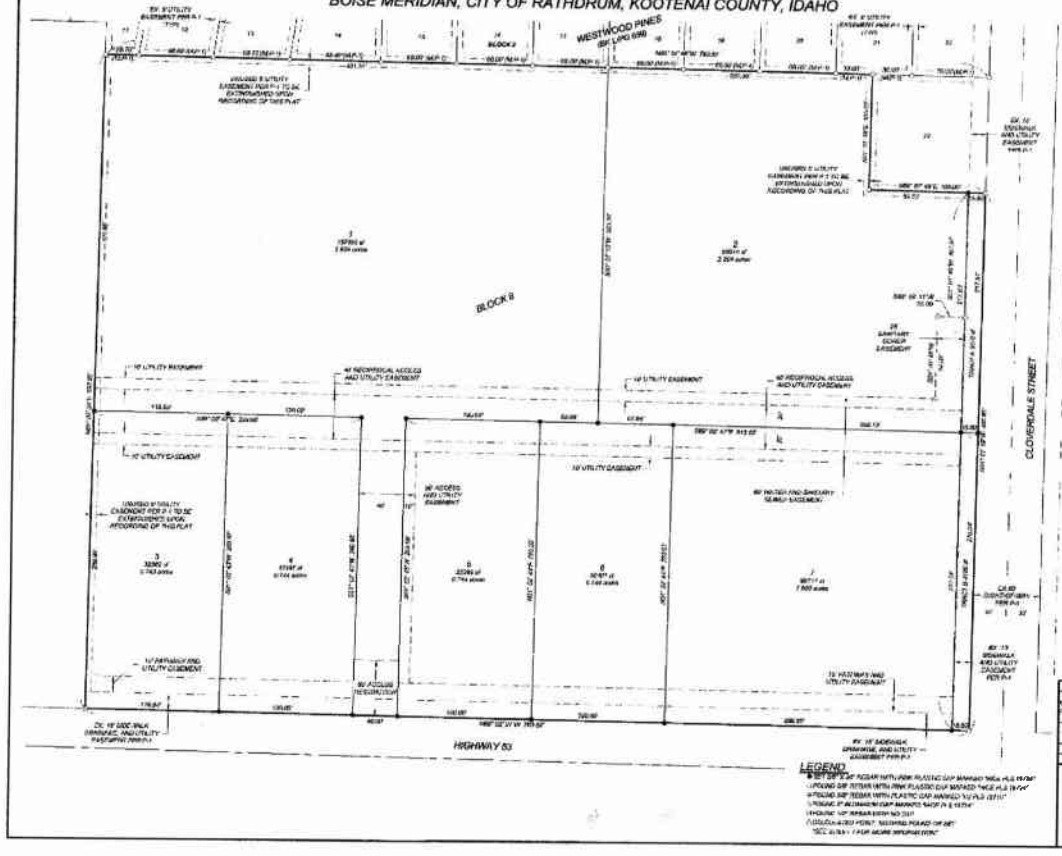
JOB NUMBER 25-3962

Book M Page 164A Instrument # 3062149000

WESTWOOD PINES THIRD ADDITION

A REPLAT OF LOT 24, BLOCK 2, WESTWOOD PINES FIRST ADDITION, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 52 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO

BOOK M PAGE 164A
INSTRUMENT No. 3062149000



GRAPHIC SCALE
SCALE: 1" = 50'

LEGEND

PROJ #:	24-3962
DATE:	07/17/25
PREPARED BY:	MAS
REVIEWED BY:	RDK

SHEET 2 OF 3

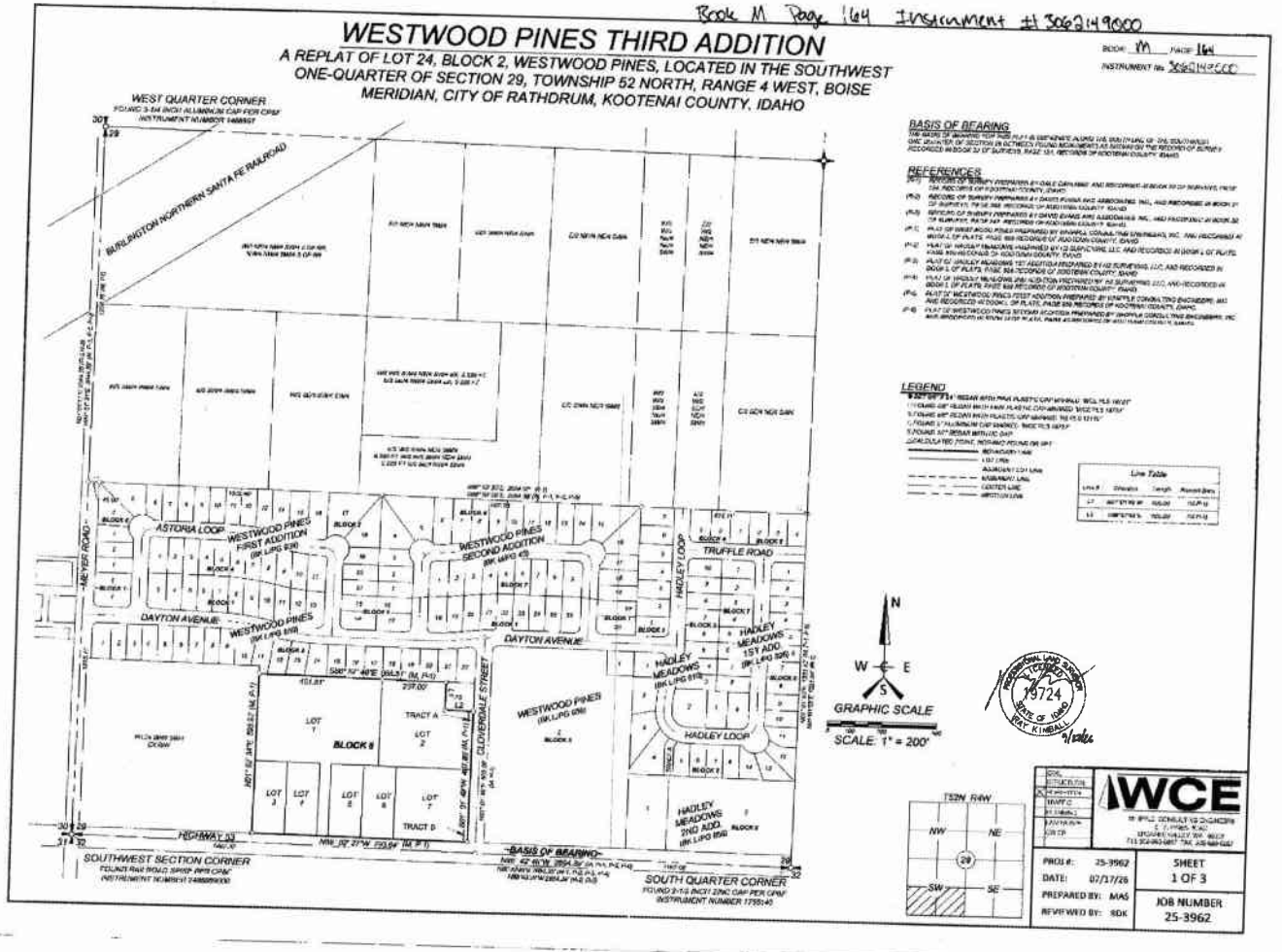
JOB NUMBER 25-3962

Book M Page 164 Instrument #360214000

WESTWOOD PINES THIRD ADDITION

A REPLAT OF LOT 24, BLOCK 2, WESTWOOD PINES, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 52 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO

BOOK: M PAGE: 164
INSTRUMENT No. 3602140000



BASIS OF BEARING

REFERENCES

LEGEND

Line Table

Line #	Direction	Length	Record Data
L1			
L2			

PROFESSIONAL LAND SURVEYOR 19724 STATE OF IDAHO RAY K. IMBALL

WCE

PROJ #: 25-3962	SHEET 1 OF 3
DATE: 07/17/26	
PREPARED BY: MAS	JOB NUMBER 25-3962
REVIEWED BY: SDK	