against loss or damage by fire with extended coverage in an insurance company authorized to do business in the State of Idaho, in an amount as near as practicable to the full replacement value thereof without deduction for depreciation, in the name of the Board as trustee for all unit owners and mortgagees according to the loss or damage to their respective units and appurtenant common interests and payable in case of loss to such bank or trust company authorized to do business in the State of Idaho as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time upon receipt thereof cause to be deposited promptly with the unit owners and mortgagees of the units or interests therein two copies of such insurance policies or current certificates thereof, without prejudice to the right of each unit owner to insure his unit for his own benefit. In every case of such loss or damage, all insurance proceeds shall be used as soon as reasonably possible by the association for rebuilding, repairing or otherwise reinstating the same building in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved by the project owners association and all mortgagees of the units or interests therein, and the association at its common expense shall make up any deficiency in such insurance proceeds. Every such policy of insurance shall:

(1) provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, pro-ration or contribution by reason of, any other insurance obtained by or for any unit owner;

against loss or damage by fire with extended coverage in an insurance company authorized to do business in the State of Idaho, in an amount as near as practicable to the full replacement value thereof without deduction for depreciation, in the name of the Board as trustee for all unit owners and mortgagees according to the loss or damage to their respective units and appurtenant common interests and payable in case of loss to such bank or trust company authorized to do business in the State of Idaho as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time upon receipt thereof cause to be deposited promptly with the unit owners and mortgagees of the units or interests therein two copies of such insurance policies or current certificates thereof, without prejudice to the right of each unit owner to insure his unit for his own benefit. In every case of such loss or damage, all insurance proceeds shall be used as soon as reasonably possible by the association for rebuilding, repairing or otherwise reinstating the same building in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved by the project owners association and all mortgagees of the units or interests therein, and the association at its common expense shall make up any deficiency in such insurance proceeds. Every such policy of insurance shall:

(1) provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, pro-ration or contribution by reason of, any other insurance obtained by or for any unit owner;

(2) contain no provision relieving the insurer from liability for loss occurring while the hazard to such buildings is increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board or any unit owner or any other person under either of them;

(3) provide that such policy may not be canceled (whether or not requested by the Board) except by the insurer giving at least thirty days prior written notice thereof to the Board, unit owners and every other person in interest who shall have requested such notice of the insurer;

(4) contain a waiver by the insurer of any right of subrogation to any right of the Board or unit owners against any of them or any other person under them;

(5) contain a standard mortgagee clause which shall

(a) provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any unit or unit lease of the project, in their respective order and preference, whether or not named therein;

(b) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board or unit owners or any persons under any of them;

(c) waive any provision invalidating such mortgagee clause by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, and any contribution clause; and

(d) provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to said bank or trust company designated by the Board.

The Board, on behalf of the association at its common expense, shall also effect and maintain at all times comprehensive general liability insurance covering all unit owners with respect to the project in a responsible insurance company with minimum limits of not less than $100,000 for injury to one person and $300,000 for injury to more than one person in any one accident or occurrence and $10,000 for property damage, and from time to time upon receipt thereof deposit promptly with the unit owners current certificates of such insurance, without prejudice to the right of any unit owners to maintain additional liability insurance for their respective units.

XV.

PERSONAL PROPERTY - ACQUISITION

The Board may acquire and hold, for the benefit of the unit owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; the beneficial interest in such personal property shall be owned by the unit owners in the same proportion as their respective interests in the common areas, and shall not be transferable by such owners except with a transfer of their unit. A transfer of a unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property.

XVI.

TWIN LAKES VILLAGE PROPERTY ASSOCIATION

The owners of units in this project together shall be the owners of the membership for Lot C 1, Block 1 in the Twin Lakes Village Property Association, and as between themselves in exercising the voting rights appurtenant to Lot C 1, Block 1 in said association, shall have the right to vote in the same proportion as their percentage of ownership interest in the common areas in this project in deciding among themselves whether to cast affirmative or negative vote on any issue upon which a vote is taken in said Twin Lakes Village Property Association. The project as such is entitled to one vote, having the value set forth in the covenants recorded in connection with the plat of Twin Lakes Village, and the Articles and By-Laws of the Twin Lakes Village Property Association.

XVII.

PROJECT MANAGEMENT BODY

1. MEMBERSHIP AND VOTING:

A. This project shall be managed by the project owners association in accordance with this declaration and by-laws of said association. All of the owners of units in this project shall constitute the project owners association, and shall constitute the initial management body of the project.

B. There shall be one "voting owner" of each unit. The voting owner shall be designated by the owner or owners of each unit by written notice to the Board of Directors, herein called "Board," and need not be an owner. The designation shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any owner of the unit or by written notice to the Board by any owners of the unit. Such powers of designation and revocation may be exercised by the guardian, administrators or executors, successors or assigns of an owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the voting owner of each unit shall be the group composed of all of its owners; any or all of such owners may be present at any meeting of the voting owners and, if those present act unanimously, may vote or take any other action as a voting owner, either in person or by proxy.

C. If a person, partnership or corporation owns more than one unit in the project, he or it shall have the votes for each unit which it owns. In the event the record owner or owners have pledged their vote regarding special matters to a mortgagee under a duly recorded mortgage, only the vote of the mortgagee will be recognized in regard to the special matters upon which the vote is so pledged. Amendments to this paragraph shall only be effective upon the written consent of all the voting owners and their respective mortgagees, if any.

D. Except as otherwise specifically provided in this declaration, a quorum for the purpose of voting at any meeting of the project owners association, shall be 51% of the voting power in the association present in person or by proxy, and 51% of the voting power in the project owners association shall be required to carry any vote, provided that in the event of an abstention from voting of any of the voting power present in person or by proxy, at any such meeting, the number of votes which said abstaining voter could otherwise have cast shall be recorded as an affirmative vote.

2. BY-LAWS OF PROJECT OWNERS ASSOCIATION; ADMINISTRATION:

A. By-laws for the administration of the association, and the property, and for other purposes not inconsistent with the Condominium Property Act or with the terms or intent of this declaration are hereby recorded with this declaration. Amendments to the by-laws may be made by the project owners association by the affirmative vote of 70% of the votes of the owners at a meeting held for that purpose. Notice of the time, place and purpose of such meeting shall be delivered to each project unit owner at least two days prior to such meeting.

B. Administration of the property shall be by a board of three directors elected from among the project unit owners. The board shall elect a president from amongst its members who shall preside over meetings of the board, and the meetings of the project owners association members. Until thirty days after the election of the board at the initial meeting of the project owners association, the undersigned shall exercise the rights, duties and functions of the board. The board shall have the exclusive right to contract, thereafter, for all goods and services, payment of which is to be made from the maintenance fund. The board may delegate such power to a managing agent, or an officer of the project owners association or as may otherwise be provided in the by-laws of the project owners association.

XVIII.

MONTHLY ASSESSMENTS

All unit owners are obligated to pay monthly assessments imposed by the project owners association or its board to meet all common expenses of the property, which shall include premiums on insurance policies. The insurance coverages shall include but shall not necessarily be limited to liability insurance for common areas and a policy or policies of fire insurance with an extended coverage endorsement, which policy or policies shall cover at least the full insurable replacement value of the common areas, limited common areas, and of each of the units, and such policies shall insure the unit owners and their mortgagees with a separate loss payable endorsement in favor of the owners and the mortgagee or mortgagees, if any, of each unit. This requirement of insuring all common areas and all units to the full insurable replacement value shall not be amended without the consent of all mortgagees of said units.

The expense of utilities, when based on the unit or units using them, shall be charged to the unit for which such expense is incurred, when such charges are made to the association, and shall be paid as are other assessments.

Common expenses and expenses of utilities for each unit for which a charge is made to the association without reference to the unit using the same shall be estimated for the year, and one-twelfth thereof shall be assessed monthly. The monthly assessment against each unit shall be made pro-rata according to the percentage of undivided interest in the common areas facilities owned by each unit owner. Such assessments may include monthly payments to a general operating reserve and a reserve fund for replacements, repairs and maintenance, for which provisions may be made in the by-laws. Assessments shall be payable in advance on the first day of each month, and shall bear interest at the rate of 1% per month, if not paid on or before the 10th day of the month for which the same are due. Any unpaid assessments shall constitute a lien upon the unit for which it is due. Such liens shall run in favor of the project owners association, and may be foreclosed by the association through legal action instituted by the board or by its president or by the manager as authorized by the association's board of directors, or in the absence of any such action by the aforementioned entities, such liens may be foreclosed by any of the unit owners for the benefit of the project owners association, and any funds received in such foreclosures shall be held in trust for the association.

XIX.

COLLECTION OF ASSESSMENTS

A unit owner may be required, under the by-laws of the project owners association, from time to time, to make a security deposit not in excess of three months estimated monthly assessments, which may be collected as are other assessments. Such deposits shall be held in a separate fund, credited to such member, and resort may be had thereto at any time when such member is ten days or more delinquent in paying his monthly or other assessments; Provided, that if any unit owner is required to make such security deposit, all other unit owners shall similarly be required to make such security deposits.

In any action to foreclose a lien on any unit for non-payment of delinquent assessments, any judgment in favor of the project owners association rendered therein shall include a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to allowable costs permitted by law.

In addition to and not by way of limitation upon other remedies or methods of collecting any assessments which are delinquent, the project owners association shall have the right, after having given ten days notice to any unit owner who is delinquent in paying his assessments, to cut off any or all utility services, to the delinquent owner's unit, paid for by the association, until such assessments are paid.

XX.

RIGHT OF ENTRY

The Board, or the managing agent if one has been appointed, of the project owners association shall have the right of entry into any unit when necessary in connection with any maintenance or construction for which the management body is responsible, upon such reasonable notice as the circumstances may from time to time permit; provided that in the event of an emergency, in order to protect the buildings or other property of the project, or to protect life, or prevent damage thereto, or to any person or property in the project, the project owners association, its Board, or its managing agent, if any, shall have the right to immediate entry whether the owner or occupants are present or absent.

XXI.

STRUCTURAL MODIFICATIONS

No structural modifications or alterations in any unit shall be made without specific authorization in writing from the Board of Directors of the project owners association. No structural modification or other alteration in any of the common or limited common areas shall be made except by the Board of Directors of the project owners association, after the said Board obtains the approval of the architectural committee provided for in the covenants pertaining to Twin Lakes Village Plat, and the approval of the project owners association by a vote of at least 70% of the voting power.

XXII.

RESTRICTION ON CONVEYANCE OF UNITS

A. PROJECT OWNERS ASSOCIATION'S RIGHT OF FIRST REFUSAL: In the event of any offer for sale of any unit, except by the undersigned, the project owners association or its designee shall have the right of first refusal to purchase on the same conditions and at the same price and terms as are offered by the unit owner to any third person. Any attempt to sell, resell or convey any unit without prior offer to the project owners association and compliance with this declaration shall be wholly null and void and shall confer no title, interest or right whatsoever upon the intended purchaser or grantee.

B. NOTICE TO BOARD: Should any unit owner desire to sell or convey a unit or any interest therein, he shall, before making or accepting any offer therefor, and before making any sale or conveyance of the unit, give to each member of the Board of Directors of the project owners association written notice of his intent to sell or convey such unit, or any interest therein, which notice shall contain the terms of the offer he has received or which he wishes to accept, or the terms of the offer he is prepared to make, and the name and address of the prospective purchaser or grantee. The giving of such notice to each member of the Board shall be proved by filing with the Board proof of such notice consisting of an affidavit of service, acknowledgment of receipt of notice, or a signed receipt of delivery of certified mail.

C. EXERCISE OF RIGHT OF FIRST REFUSAL BY BOARD: The Board of Directors of the project owners association shall within ten days after the last of its members has received such notice, either notify the owner of the unit of its acceptance or the acceptance of its designee of the offer, or make a new offer. The said Board shall have ten days to meet any other offer actually received by the owner of the unit. Such owner may within fifteen days either accept such new offer, if made, or withdraw or reject the offer specified in his notice to the Board. Failure of the Board to accept such offer or to make a new offer within said original ten-day period shall be deemed consent by the association to the transaction specified in said owner's original notice, and he shall be free thereafter to make or accept the offer specified in his original notice, and to sell or convey said unit or interest therein to the prospective purchaser or grantee named within ninety days after its original notice was given, but after the ninety days, his right to proceed without further notice to the Board and a similar opportunity to purchase by the Board or its designee shall cease.

D. RESTRICTIONS AS TO CARPORTS: In no event may carports be sold to anyone who is not an owner or contract purchaser of a unit in this project, or used by anyone but an owner or contract purchaser or tenant thereof.

E. NON-WAIVER OF RESTRICTIONS: No unit owner shall have any right to sell or convey his unit or any interest therein except under the conditions provided for in this declaration. The provisions, limitations and restrictions contained in this declaration shall not be waived by the project owners association notwithstanding the fact that any unit owner may have previously sold or conveyed his unit or any interest therein in conformity with the provisions hereof or otherwise.

F. EXCEPTIONS: The restrictions contained in this section XXII shall not apply to any mortgagee or holder of a deed of trust which has by foreclosure or other legal or voluntary process of realization upon security by power of sale or otherwise, become owner or possessor of any unit in this project, as to such unit. This exception shall not, however, exempt any purchaser from any such mortgagee or holder of deed of trust from the provisions of this section XXII.

The restrictions contained in this section XXII pertaining to sale or conveyance of units, except for the restriction on sale or conveyance of carports, shall not apply to the undersigned declarant.

XXIII.

RIGHT OF FIRST REFUSAL - CERTIFICATES OF COMPLIANCE

The President of the Board of Directors of the project owners association shall be empowered under rules established by the by-laws to provide certificates in acknowledged, recordable form showing whether or not any right of first refusal has been complied with, and whether or not any assessments due the association have been paid, and shall provide such certificates as specified by law or rule of the Board or the owners association.

XXIV.

AMENDMENT OF DECLARATION

This declaration may be amended consistent with the laws of the State of Idaho pertaining thereto, on the vote or consent in writing of more than 70% of the voting power of the owners in the project, provided, however, that any amendment altering the value of the property or of any unit, and the percentage of undivided interest in common areas and facilities, or changing the limited common areas, shall require the unanimous consent of all the unit owners; and provided further, that no amendment shall be made of those provisions of this declaration which prohibit the withdrawal of the project property from the Condominium Property Act or which prohibit the partition of said project.

Amendments of this declaration shall be reduced to writing and shall contain the certificate of the Board of Directors of the project owners association that the requisite number of votes or percentage of voting power have been cast or consented thereto as above set forth, and shall be acknowledged by the directors, and shall not be effective until the same is recorded in the Office of the Recorder of Kootenai County, State of Idaho.

XXV.

NOTICES TO MORTGAGEES

Upon written request to the Board, for notices, the holder of any duly recorded mortgage against any unit may obtain a copy of any and all notices permitted or required herein to be given to the owner or owners whose unit is subject to a mortgage, and no notice to such owner shall be deemed to have been validly given unless the mortgagee of such owner was also given such notice. A request for notices need not be renewed for a period of ten years and shall entitle the holder of any mortgage requesting such notices to receive all notices sent to the owner or owners whose unit is subject to the mortgage, from and after the date of the request until the request is withdrawn, the mortgage is discharged of record, or ten years from the date of the request has expired, whichever first occurs.

XXVI.

CONDOMINIUM PROPERTY ACT CONTROLLING

Any provision of this declaration determined to be in violation of the Condominium Property Act shall be void and the provisions of the Condominium Property Act shall govern, but all other provisions of this declaration shall remain in full force and effect. Matters not provided for herein shall be determined according to the provisions of the Act and the by-laws of the project owners association consistent with the Act.

XXVII.

CONSTRUCTION OF TERMS IN THIS DECLARATION

In interpreting this declaration the term "person" means any individual or any corporation, joint venture, limited partnership, partnership, firm, association, trustee or other similar entity or organization. The singular shall include the plural and the masculine shall include the feminine where the context so admits or requires.

XXVIII.

DOCUMENTATION

Attached hereto and by this reference made a part hereof, and recorded with this declaration, are the following documents:

Exhibit A - Survey map of the surface of the ground included within the project.

Exhibit B - Twin Pines #1 first-floor plan.

Exhibit C - Twin Pines #1 second-floor plan.

Exhibit D - Twin Pines #1 front, side and rear elevations.

Exhibit E - Twin Pines #2 first-floor plan.

Exhibit F - Twin Pines #2 second-floor plan.

Exhibit G - Twin Pines #2 front, side and rear elevations.

By-Laws of Twin Pines Condominium Project Owners Association.

DATED this 25th day of September, 1973.

PACK RIVER PROPERTIES, INC., a Washington corporation authorized to do business in the State of Idaho

By L V Brown
President

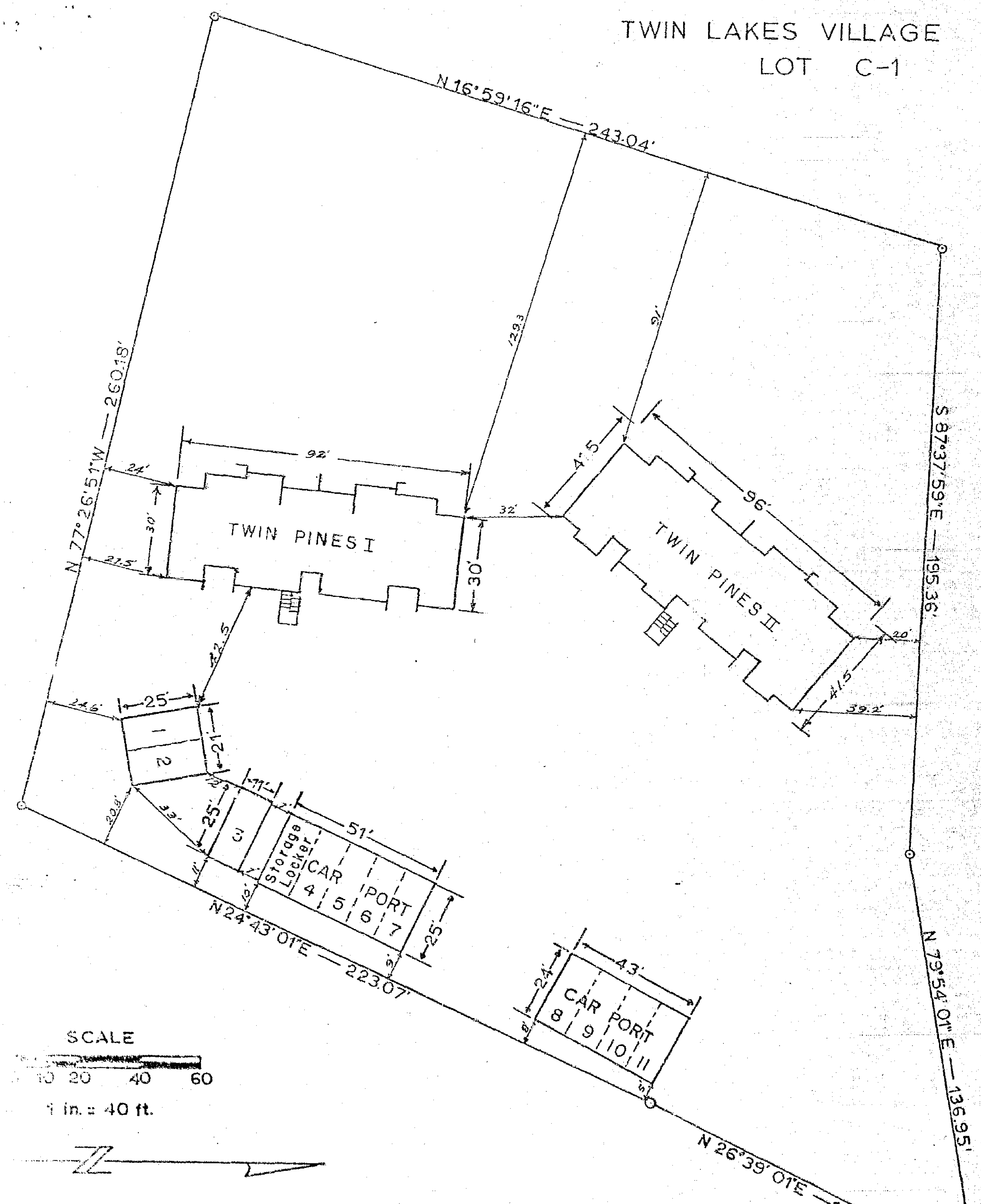
By Chester Chastek
Secretary

STATE OF WASHINGTON)
: ss.
County of Spokane)

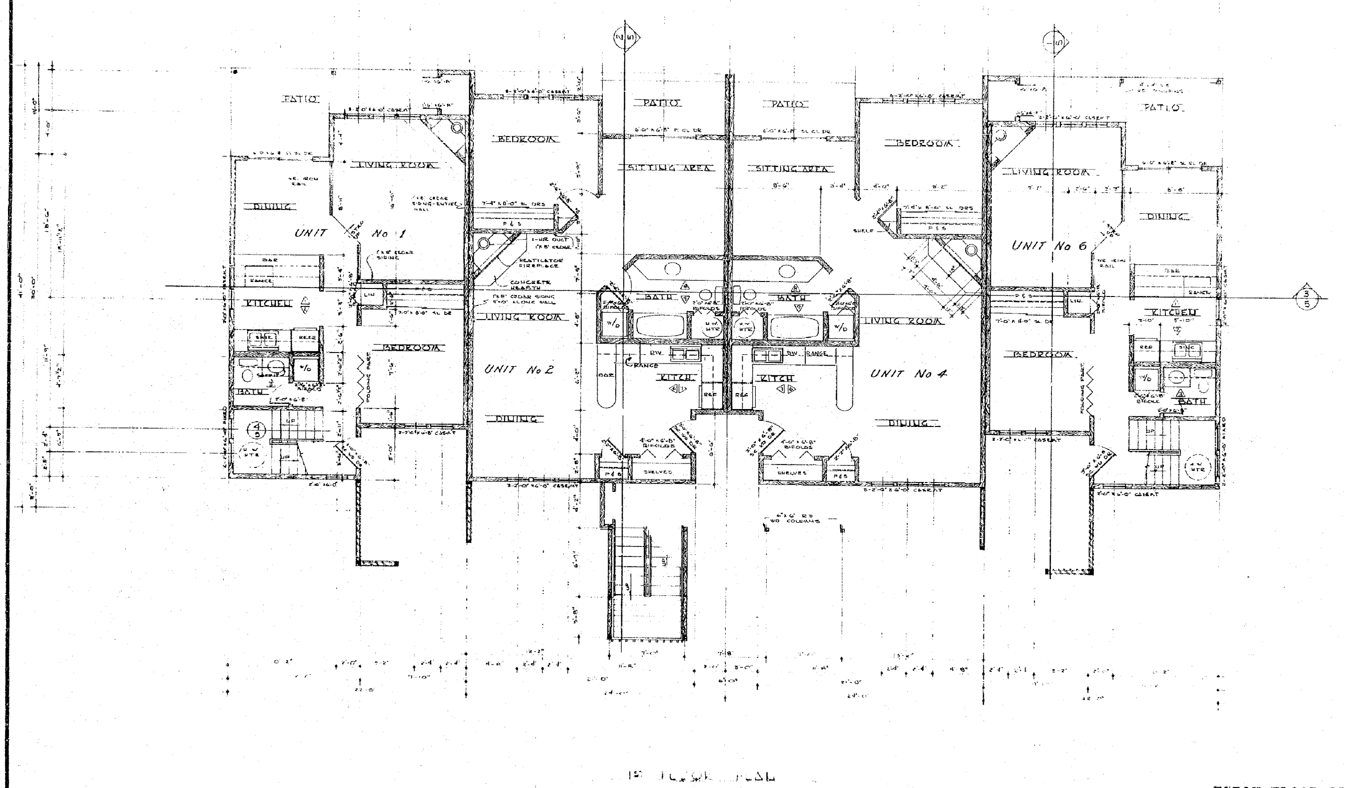
On this 25th day of December, 1973, before me, a notary public in and for the above-named county and state, personally appeared L. V. BROWN and CHESTER CHASTEK, to me known to be the President and Secretary respectively of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument.

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

Edward J. Perry
Notary Public in and for the State of Washington, residing at Spokane



PLAT OF TWIN PINES CONDOMINIUM
EXHIBIT A



GRANT F. GROESBECK . . . ARCHITECT . . . A.I.A.

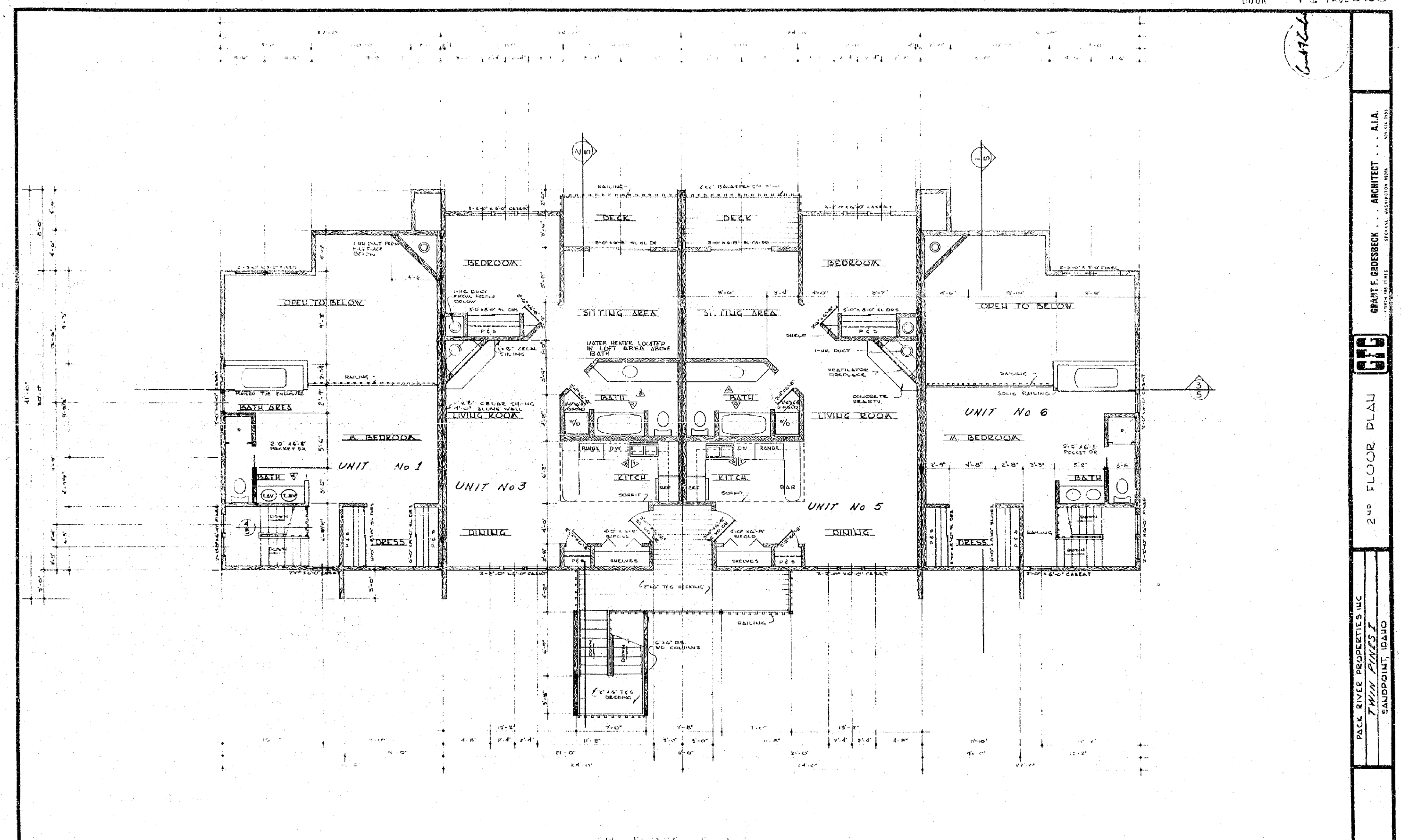
1st FLOOR PLAN

PACK RIVER PROPERTIES INC.
TWIN PINES I
SANDPOINT, IDAHO

2

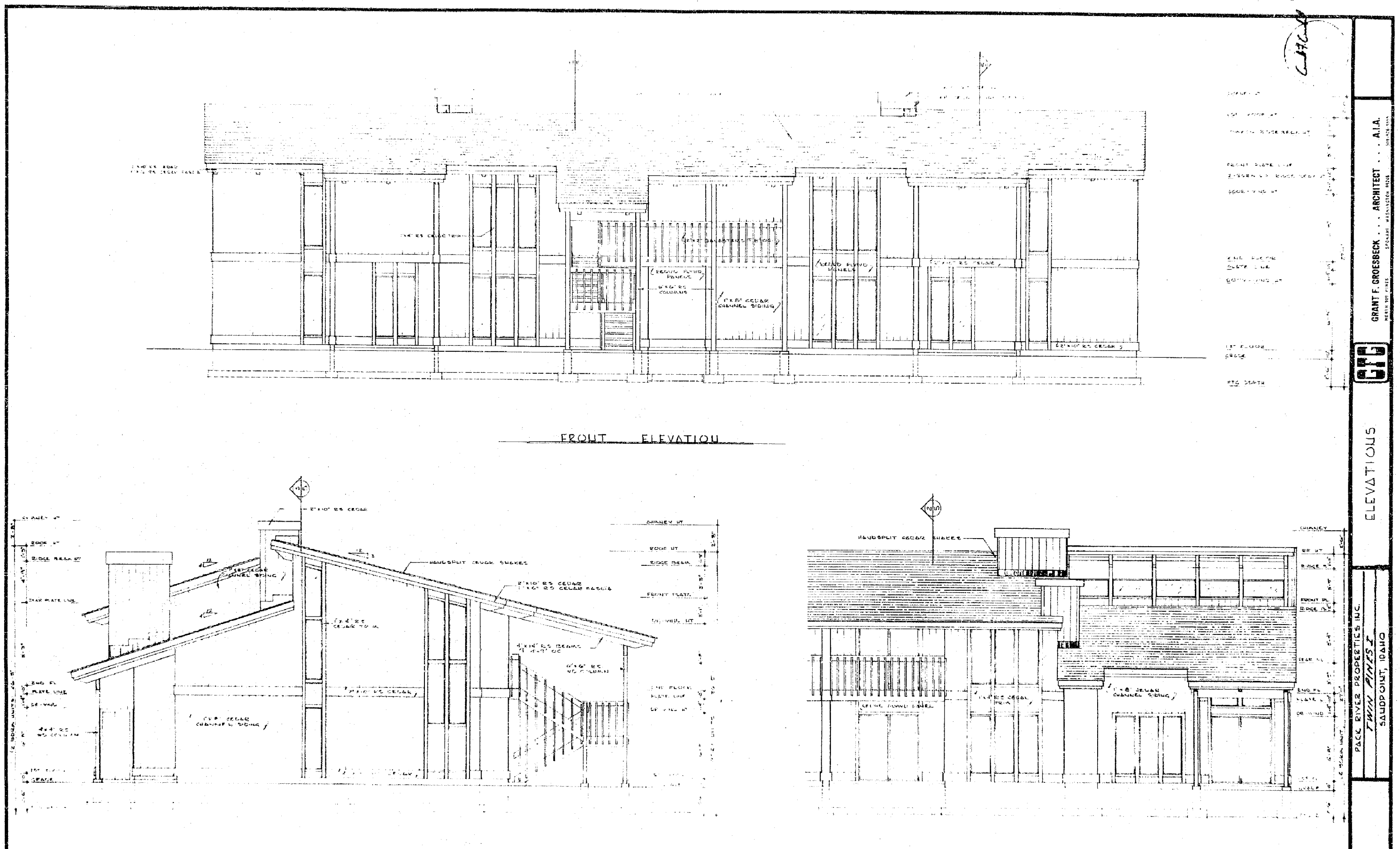
FIRST FLOOR PLAN
TWIN PINES #1 CONDOMINIUM
UNIT BUILDING

EXHIBIT B



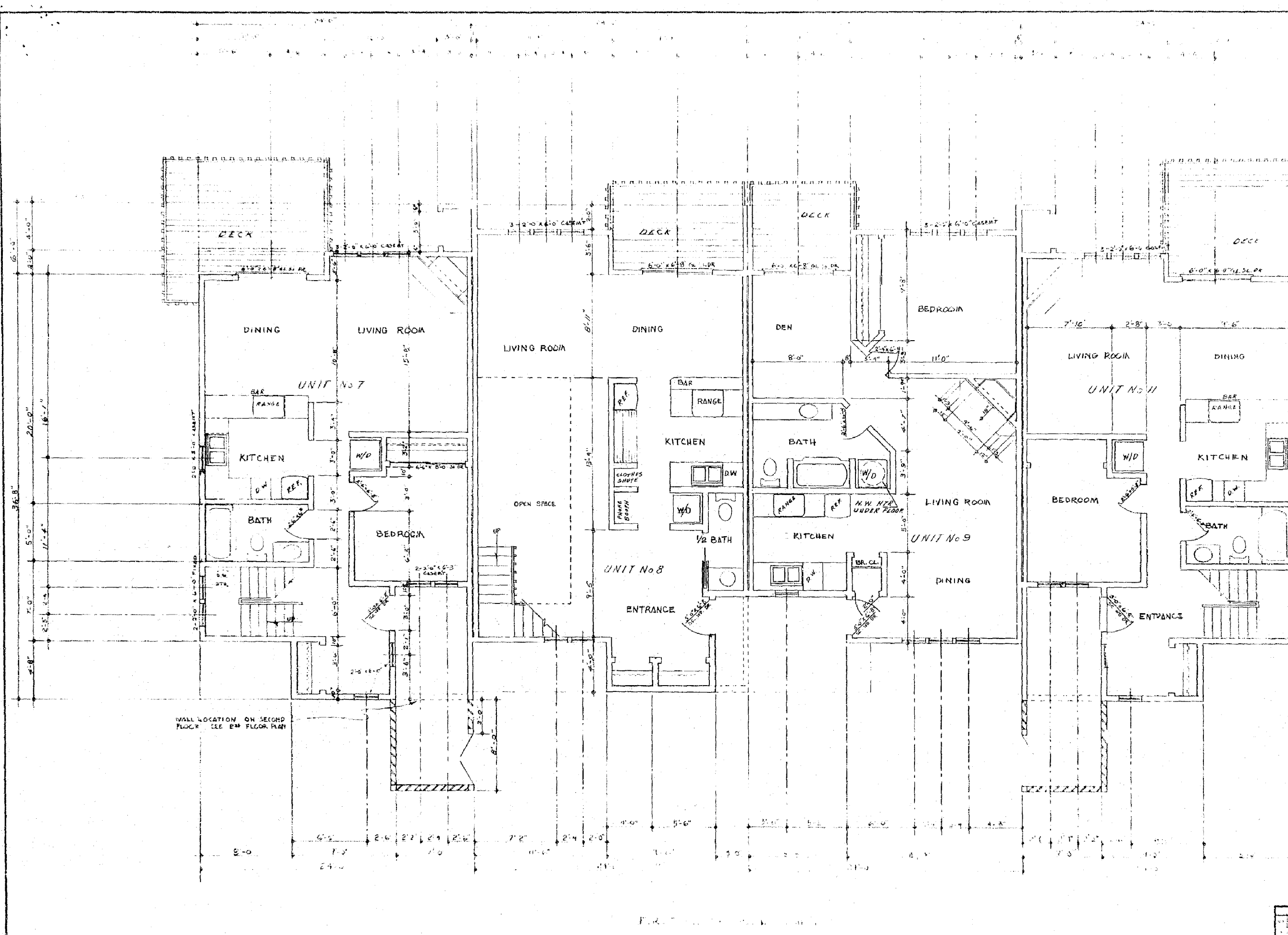
SECOND FLOOR PLAN
TWIN PINES #1 CONDOMINIUM
UNIT BUILDING

EXHIBIT C



ELEVATIONS
TWIN PINES #1 CONDOMINIUM
UNIT BUILDING

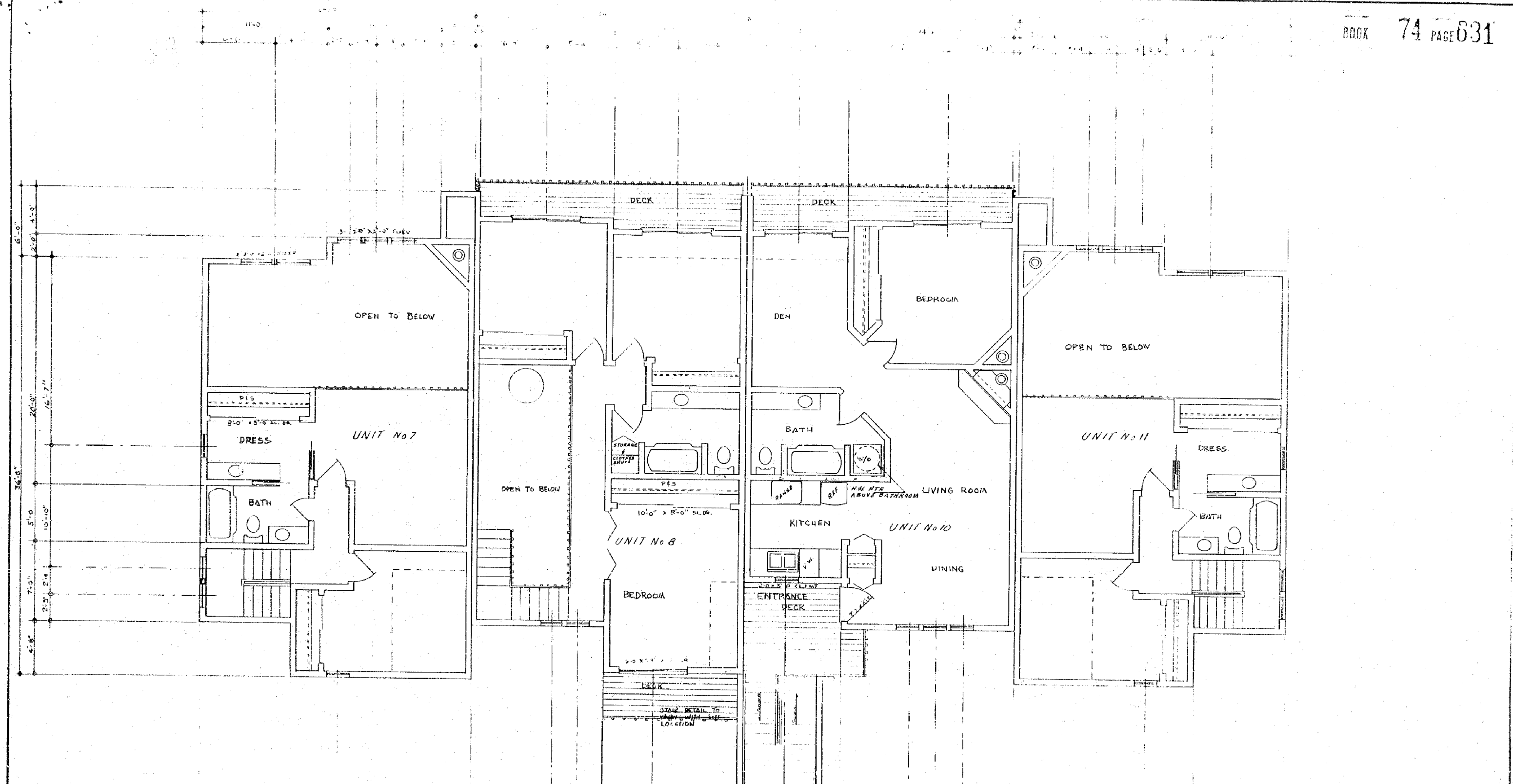
EXHIBIT D



FIRST FLOOR PLAN

TWIN PINES #2 CONDOMINIUM
UNIT BUILDING

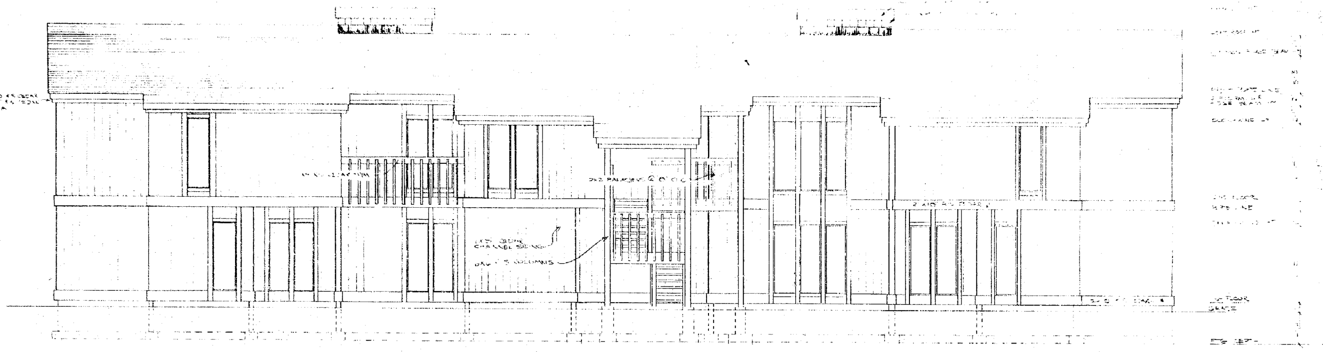
EXHIBIT E



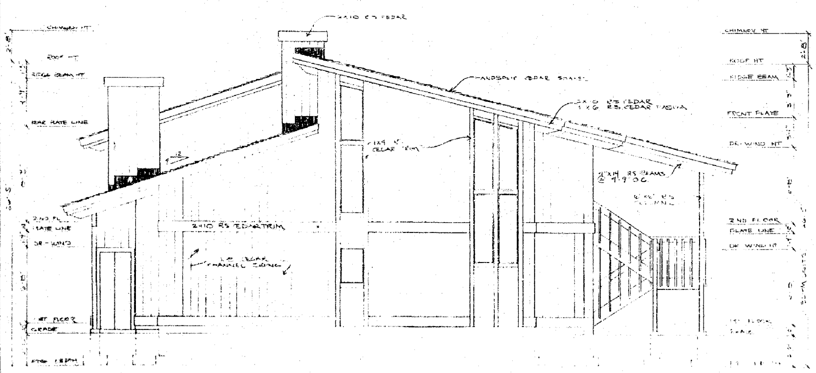
SECOND FLOOR PLAN

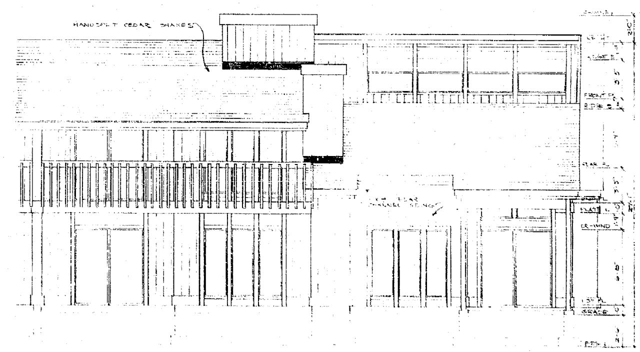
TWIN PINES #2 CONDOMINIUM
UNIT BUILDING

EXHIBIT F



FRONT ELEVATION
SCALE 1/4" = 1'-0"





SIDE ELEVATION

ELEVATIONS

TWIN PINES #2 CONDOMINIUM
UNIT BUILDING

EXHIBIT G

REVISIONS			TWIN LAKE VILLAGE		
NO.	DATE	BY	TWIN PINES II		
1			DRAWN BY G. LOUSIGNET	SCALE 1/4" = 1'-0"	MATERIAL AS SHOWN
2			CHK'D	DATE	DRAWING NO.
3			TRACED	APP'D	4 of 8
4					
5					

CERTIFICATE OF CONSENT

Pacificbank Mortgage Company, a Washington corporation, the holder of a recorded security interest in the real property described in the attached DECLARATION OF CONDOMINIUM FOR TWIN PINES, said property being Lot C 1, Block 1, TWIN LAKES VILLAGE PLAT, recorded in Book E of Plats, page 151, Document #631042, Kootenai County, State of Idaho, hereby consents to the recording of the said Declaration of Condominium dated the 25th day of September, 1973, and executed by Pack River Properties, Inc., the owner of record.

DATED this 25th day of September, 1973.

PACIFICBANK MORTGAGE COMPANY, a Washington corporation

By M.S. Haley
Its Assistant Vice President

<u>CERTIFICATE OF CONSENT</u>

Pack River Properties, Inc., a Washington corporation authorized to do business in the State of Idaho, the owner of record of the real property described in the DECLARATION OF CONDOMINIUM FOR TWIN PINES, said property being Lot C 1, Block 1, TWIN LAKES VILLAGE PLAT, recorded in Book E of Plats, page 151, Document #631042, Kootenai County, State of Idaho, hereby consents to the recording of the said Declaration of Condominium dated the 25th day of September, 1973, and executed by Pack River Properties, Inc., the owner of record.

DATED this 25th day of September, 1973.

PACK RIVER PROPERTIES, INC., a
Washington corporation authorized
to do business in the State of Idaho

By ______________________
President

By ______________________
Secretary

BY-LAWS

OF

THE PROJECT OWNERS ASSOCIATION

OF

TWIN PINES CONDOMINIUM

These By-Laws are hereby adopted, pursuant to Idaho Code Section 55-1506 and 55-1507, in conjunction with the Declaration of Condominium with which it is recorded, covering Lot C 1, Block 1, Twin Lakes Village Plat, recorded in Book E of Plats, page 151, as Document #631042, Kootenai County, Idaho.

ARTICLE I.

Section 1. Principal Office: The principal office of this association shall be maintained at the address of its project at Unit 1, Twin Pines #1, Twin Lakes Village, Kootenai County, Idaho.

Section 2. Place of Meetings: All meetings of this association shall be held at its principal office unless some other place is stated in the notice of meeting.

ARTICLE II.

PROJECT OWNERS ASSOCIATION

Section 1. Annual Meeting: The annual meeting of the association shall be held on the first Tuesday of April of each year.

Section 2. Special Meetings: Special meetings may be held at any time upon the call of the President or upon the call of any three (3) unit owners. Such calls shall be made in writing. Upon receipt of such call, the Secretary shall send out notices of the meeting to all members of the association.

<u>Section 3</u>. <u>Notice of Meeting</u>: A written or printed notice of every meeting of the association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place, day and hour thereof, and the purpose therefor shall be given by the Secretary or the person or persons calling the meeting at least three (3) days before the date set for such meeting. Such notice shall be given to each member in any of the following ways:

(a) By leaving the same with him personally; or

(b) By leaving the same at the residence or usual place of business of such member; or

(c) By mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the association; or

(d) If such owner cannot be located by reasonable efforts, by publishing notice in any newspaper of general circulation in Kootenai County, Idaho, such notice to be published not less than two times on successive days, the first publication thereof to be not less than three (3) days nor more than ten (10) days prior to the day assigned for the meeting. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat. Upon written request for notices mailed by registered mail, addressed to the Secretary of the association at the address of said project, the holder of any duly recorded mortgage or deed of trust against any unit may promptly obtain a copy of any and all notices permitted or required to be given to entitle the holder of any mortgage or deed of trust requesting such notice to receive all notices sent to the members from and after receipt of said request until said request is withdrawn and said mortgage is discharged of record, or for a period of ten (10) years, whichever occurs first.

Section 4. Waiver of Notice: The presence of all the members in person or by proxy, at any meeting, shall render the same a valid meeting, unless any member shall at the opening of such meeting object to the holding of the same for non-compliance with the provisions of Section 3 of this Article II. Any meeting so held without objection shall, notwithstanding the fact that no notice of meeting was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken; provided, however, that where a member has pledged his vote by mortgage, deed of trust, or agreement of sale, only the presence of the pledgee will be counted in determining whether notice is waived with regard to business dealing with such matters upon which the member's vote is so pledged.

Section 5. Quorum: At any meeting of the association, members present or by proxy whose aggregate interest in the common elements constitutes a majority of the aggregate percentage interests of all of the members shall constitute a quorum, and the majority of the aggregate interests of all of the members shall be required for a valid and binding vote except as otherwise provided in these By-Laws. In the event a member has pledged his vote by mortgage, deed of trust or agreement of sale, the member's vote will be recognized in computing a quorum or in counting the vote with regard to any business conducted be fixed for three years. The term of office of one director shall be fixed at two years, and the term of office of one director shall be fixed at one year. At the expiration of the initial term of office of each representative director, his successor shall be elected to serve a term of three years. The directors shall hold office until their successors have been elected and hold their first meeting, the intent and purpose being that the term of office of at least one-third of the directors shall expire annually.

Section 6. Vacancies: Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the association.

Section 7. Removal of Directors: At any regular meeting or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Compensation: No compensation shall be paid to directors for their services as directors. No remuneration shall be paid to a director for services performed by him for the association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by a majority of the members before the services are undertaken. A director may not be an employee of the association.

Section 9. Organization Meeting: The first meeting of a newly elected Board of Directors shall be held within one week of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 10. Regular Meetings: Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, addressed to his residence, or by telephone, at least three days prior to the day named for such meeting.

Section 11. Special Meetings: Special meetings of the Board of Directors may be called by the President on three days' notice to each director, given personally or by mail, addressed to his residence, or by telephone, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two directors.

Section 12. Waiver of Notice: Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Board of Directors' Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Bonds of Officers and Employees: The Board of Directors shall require that all officers and employees of the corporation handling or responsible for corporate funds shall furnish adequate bonds. The premiums on such bonds shall be paid by the association.

ARTICLE IV.

OFFICERS

Section 1. Designation: The principal officers of the association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors.

Section 2. Election of Officers: The officers of the association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers: Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President: The President shall be the chief executive officer of the association. He shall preside at all meetings of the association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the association.

Section 5. Treasurer: The Treasurer shall have the responsibility for association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the association in such depositories as may from time to time be designated by the Board of Directors.

Section 6. Secretary: The Secretary shall attend and keep the minutes of all meetings of the Board of Directors or of the association; shall give all notices as provided by these By-Laws, and shall have other powers and duties as may be incidental to the office of Secretary, given him by these By-Laws or assigned to him from time to time by the directors. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose.

Section 7. Auditor: The association may at any meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the association and to perform such audits and fiscal duties as may be required of him by the association.

ARTICLE V.

MAINTENANCE, REPAIR AND REPLACEMENT OF THE COMMON ELEMENTS

Section 1. The Board of Directors shall from time to time repair, maintain and replace the common areas of the project, and shall pay for the same with the funds of the association held by the association for that purpose. All payment vouchers for such maintenance, repair or replacement shall be audited by the Board and approved by the President and the Treasurer in writing, and attested by the Secretary.

Section 2. Each unit owner shall be responsible for any damage or destruction of the common elements caused by said unit owner or any of such unit owner's guests or tenants, when said damage or destruction is caused by the negligence or willful act of such unit owner, his guests or tenants, and when such damage or destruction is not covered by insurance payable to the association. The cost for repair of any such damage or destruction caused by the unit owner, his guests or tenants, under said circumstances shall be a lien upon the unit, as well as a personal obligation of the unit owner, and shall be assessed by the Board against the unit and the unit owner, and collected as other assessments provided for in the articles of declaration and these by-laws.

Section 3. The Board's obligation to repair, maintain and replace the common areas shall include the limited common areas, and the repair, maintenance or replacement of the limited common areas is subject to Section 2 of this Article V.

Section 4. Every unit owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, and is expressly responsible for the damages and liabilities that his failure to do so may engender.

All the repairs of internal installation of the units, such as water, light, power, sewage, telephone, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be maintained at the owner's expense.

ARTICLE VI.

ANNUAL BUDGET AND ASSESSMENTS

Section 1. Expenses, Assessments: Every owner of any unit in said project shall contribute pro-rata toward the expense of administration of said project, including but not limited to all types of insurance, the cost of operation, maintenance, repair, and replacement of the building and common elements thereof, including limited common elements, according to the percentage interests appurtenant to the respective units as stated in the declaration. Such expenses shall also include any assessments made by the Twin Lakes Village Property Association against the real property encompassed in this condominium in accordance with the provisions of the plat, covenants, articles of incorporation, and by-laws of Twin Lakes Village Plat and Twin Lakes Village Property Association.

Section 2. The association shall annually adopt a budget in anticipation of all expenses for the year following the adoption of said budget, which budget may include reserves for any purpose, and shall include a reserve for future maintenance and repair. Said budget shall also include an item for the cost of utilities for which the charge is made to the project owners association for utilities. Such utilities at the present include only water service. In those instances where such utility charges are based upon the number of units using the service, the assessment to the units for such utilities shall be the amount charged to the project owners association for each of such units.

Section 3. The association shall fix a monthly charge for each unit in an amount sufficient to provide for its pro-rata share of all such budgeted expenses, reasonable reserves for future expenses of administration, and such other expenses as the association may deem proper, subject to adjustment from time to time as the association may deem necessary. Such monthly charge shall be due and payable in advance on the first day of every month, shall bear interest at the rate of 1% per month from due date until paid, if not paid within ten days of the date due, and such interest shall be a lien on the unit, assessed prior in right to all other charges whatsoever except assessments, liens and charges in favor of the Twin Lakes Village Property Association, the general taxes past due and unpaid on such unit, and amounts and liabilities secured by mortgage instruments duly recorded, and a copy of which has been delivered to the Board of Directors. In the event any owner is delinquent in the payment of any monthly assessment for a period in excess of thirty days, the association has authority to sever or disconnect utility connections to such unit for which the charges from the utility company are made directly to the association.

ARTICLE VII.

USE OF UNITS AND COMMON AREAS

Section 1. All units and the common property shall be utilized in accordance with the provisions of the by-laws, the declaration of condominium, the covenants, provisions of the plat, governmental rules, regulations and ordinances, and such house rules as may be adopted as hereinafter provided.

In order to assure the peaceful and orderly use and enjoyment of the building and common elements of said project, the association may from time to time adopt, modify and revoke in whole or in part by a vote of the members present in person or represented by proxy, whose aggregate interest in the common elements constitutes 70%, at any meeting duly called for the purpose, such reasonable rules and regulations to be called house rules, governing the conduct of persons on said project as it may deem necessary. Such house rules upon adoption, and every amendment, modification, and revocation thereof shall be delivered promptly to each owner and shall be binding upon all members of the association and occupants of the building, including guests or tenants.

Such house rules shall provide that no user of any of the units or common areas shall so use the same in any manner which unreasonably interferes with the peaceful and lawful enjoyment of other users of the units and common areas, nor shall any act be committed, or use be made, which would constitute a private nuisance, or a public nuisance. No domestic animals shall be kept on any of the common areas, and any pets kept in units shall, when outside the units, at all times be kept on a leash or otherwise confined so as to prevent the depositing of any substance from said animals upon the common or other areas of the project and so as to prevent any injury or damage to the project areas. Any domestic pet which whines, barks, howls or otherwise makes any disturbance of other unit owners or their tenants shall be removed immediately from the premises upon notice to do so, in writing, signed by the president of the Board and delivered to the offending unit owner or occupant.

ARTICLE VIII.

STATEMENTS OF ACCOUNT

Section 1. Upon ten days notice in writing to the manager or board of managers of the association, and payment of the sum of $3, or such other reasonable fee as may hereafter be determined by the Board, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessment or other charges due and owing from such owner to the project owners association.

ARTICLE IX.

AGENTS FOR REPAIR, MAINTENANCE AND REPLACEMENT OF THE COMMON ELEMENTS

Section 1. The Board of Directors of the association may from time to time employ and discharge such persons, firms, corporations, for the repair, maintenance and replacement of the common elements, and for the managing thereof, as may be approved by 51% of the voting power of the project owners association. Any such agent or manager may be removed by the Board of Directors with the approval of 51% of the voting power of the project owners association.

ARTICLE X.

ADMINISTRATIVE RULES AND REGULATIONS
USE AND OPERATION OF COMMON ELEMENTS

Section 1. Administrative rules and regulations governing the operation and use of the common elements may be adopted by the Board of Directors by a majority vote of the Board at any meeting called for that purpose, notice of which has been given to the unit owners and other parties in interest as provided for in the amendment of declaration of condominium covering this project. Upon the call of any property owner feeling aggrieved by such administrative rules and regulations, a meeting of the project owners association shall be held after ten days written notice to all of the owners of units in the project and their mortgagees, the purpose of which meeting shall be the approval or rejection of said administrative rules. Upon a vote of more than 70% of the voting power of the project owners association, said administrative rules and regulations shall be rejected, and thereafter said rules and regulations shall have no force and effect, and the matter shall be returned to the Board of Directors for adoption of administrative rules and regulations in such form as may at such meeting, upon an additional vote of 70% of the voting power of the association, be approved by the association.

ARTICLE XI.

AMENDMENTS TO BY-LAWS

Section 1. These By-Laws may be amended in any manner not inconsistent with nor contrary to the provisions of the plat of Twin

Lakes Village, the restrictive covenants pertaining thereto, the articles and by-laws of the Twin Lakes Village Property Association, and the declaration of condominium for which these by-laws are adopted.

Such amendments shall require the affirmative vote of not less than 70% of the voting power of the project owners association. No such amendment shall be effective until the same is recorded in the Kootenai County Clerk and Recorder's Office, in the place where the original declaration and by-laws are first recorded.

ARTICLE XII.

FORECLOSURE OF LIENS

Section 1. Foreclosure of any lien to which the project owners association is entitled by these by-laws, by the declaration of condominium, or by the Condominium Property Act may be foreclosed in any manner provided by law, including but not limited to foreclosure in the manner of foreclosure of mortgages against real property. The manager or Board of Directors acting on behalf of the unit owners shall have the power to bid and acquire such unit at a foreclosure sale. The delinquent owners shall be required to pay to the association all costs and reasonable attorney's fees incurred in any such foreclosure, and the same shall constitute a lien upon the unit. Suit to recover a money judgment for unpaid common expenses shall be maintainable with all costs and reasonable attorney's fees without foreclosing or waiving the liens securing the same. The project owners association through its Board of Directors may pursue any and all remedies provided by law, the declaration or these by-laws, and shall not be deemed to have made an exclusive election by pursuing one remedy prior to another, provided that only one recovery shall be had for any one delinquency.

ARTICLE XIII.

RIGHT OF ENTRY

Section 1. The Manager and any person authorized by the Board of Directors shall have the right to enter each unit in case of any emergency originating in or threatening such unit, whether or not the owner or occupant is present at the time. Every unit owner and occupant, when so required, shall permit other unit owners or their representative to enter his unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the common elements therein for central services provided that requests for entry are made in advance.

ARTICLE XIV.

RECORDING TITLE

Section 1. Every unit owner shall promptly cause to be duly recorded in the Kootenai County Recorder's Office the deed, lease, assignment, or other conveyance to him of his unit including a contract of sale, or other evidence of his title thereto and file such evidence of his title with the Board of Directors through the manager or president, and the secretary shall maintain such information in the record of ownership of the association.

ARTICLE XV.

FILING THE MORTGAGES

Section 1. Any mortgagee of a unit may file a copy of its mortgage with the Board of Directors through the manager or president, and the secretary shall maintain such information in the record of ownership of the association. After the filing of the mortgage, the

Board of Directors through its manager shall be required to notify the mortgagee of any unit owner who is in default in the expenses for the administration of the project, and the mortgagee at its option may pay the delinquent expenses.

ARTICLE XVI.

COMPREHENSIVE GENERAL LIABILITY INSURANCE

Section 1. The Board, on behalf of the association at its common expense, shall also effect and maintain at all times comprehensive general liability insurance covering all owners with respect to the project in a responsible insurance company authorized to do business in the State of Idaho with minimum limits of not less than $300,000 for injury to one person and $500,000 for injury to more than one person in any one accident or occurrence and $50,000 for property damage, and from time to time upon receipt thereof deposit promptly with the owners current certificates of such insurance, without prejudice to the right of any owner to maintain additional liability insurance for his respective unit.

ARTICLE XVII.

EXECUTION OF INSTRUMENTS

Section 1. All checks, drafts, notes, bonds, acceptances, contracts and all other instruments except conveyances shall be signed by such person or persons as shall be provided by general resolution applicable thereto. Such instruments shall be signed by the president and by the treasurer or secretary.

ARTICLE XVIII.

INDEMNIFICATION OF OFFICERS

Section 1. Every director, officer, and member of the project owners association shall be indemnified by the association against all reasonable costs, expenses, and liabilities (including reasonable attorney's fees) actually and necessarily incurred by or imposed upon him with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been an officer or member of the association whether or not he continues to be such director, officer or member of the association at the time of the incurring or imposition of such costs, expenses or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the association in the performance of his duties. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

ARTICLE XIX.

FISCAL YEAR

Section 1. The fiscal year of the association shall be the calendar year from January 1 through December 31 of each year.

ARTICLE XX.

PERMANENT REQUIREMENT OF BY-LAWS

Section 1. The contents of these by-laws shall always contain those particulars which are required to be contained herein by the Condominium Property Act, and no modification or amendment to the by-laws shall be valid unless set forth in an amendment recorded as are these original by-laws.

In the event of any conflict between these by-laws and the provisions of the declaration, the Condominium Property Act, the

Plat of Twin Lakes Village, or the covenants, articles of incorporation and by-laws of the Twin Lakes Village Property Association pertaining thereto, and these by-laws, the former shall govern and apply.

ARTICLE XXI.

ADOPTION OF BY-LAWS

The undersigned, owner of said project, and declarant in the Declaration of Condominium to which these By-Laws apply, hereby adopts the foregoing By-Laws of its project owners association, this 25th day of September, 1973.

PACK RIVER PROPERTIES, INC., a
Washington corporation authorized
to do business in the State of Idaho

By [signature]
President

By [signature]
Secretary

Filed and recorded at the request of PANHANDLE TITLE CO.
at 9 o'clock a M., this day of SEP 26 1973, 19
HAROLD E. PETERSON
By: Nancy Sheah
Deputy
Ex-Officio Auditor-Recorder
Kootenai County, Idaho
Fee $ 57.56
Return to

66189-43 M/O

recorded at the request of ... TITLE CO.
9 o'clock A. M., ... day of ... 1973
E. PETERSON
Auditor-Recorder
County, Idaho
by [signature] Deputy
Fee $ 3.00

Mail to: Trezona, Lorenz, Parry & Esposito
302 Fidelity Bldg.
Spokane, Wash. 99201

BOOK 74 PAGE 320

636223

AMENDMENT TO DECLARATION OF CONDOMINIUM

FOR

TWIN PINES

Pursuant to the laws of the State of Idaho, S. L. 1965, Chapter 225, Idaho Code 55-1504, hereinafter referred to as the "Condominium Property Act," for the purpose of correcting the DECLARATION OF CONDOMINIUM FOR TWIN PINES, specifically the legal description of the units in the project as shown on page 2 of said declaration, the undersigned, being the sole owner or all of the owners, lessees, possessors or parties of interest in said property, hereby make the following AMENDMENT to DECLARATION OF CONDOMINIUM FOR TWIN PINES, heretofore recorded as Document #634743 in Book 74, pages 619 through 640, dated September 25, 1973, and recorded September 26, 1973:

The legal description of each unit in the project, as shown on page 2 of the above-described original declaration, consisting of the identifying number of each unit as shown on the floor plans, Exhibits B and C, and Exhibits E and F, attached to the original declaration and made a part thereof by reference, is amended as follows:

"TWIN PINES #1

"Unit Number	Location
1	South end of building, first and second floors
2	South center of building, first floor
3	South center of building, second floor
4	North center of building, first floor
5	North center of building, second floor
6	North end of building, first and second floors

"TWIN PINES #2

"Unit Number	Location
7	South end of building, first and second floors
8	South center of building, second and first floors
9	North center of building, first floor
10	North center of building, second floor
11	North end of building, second and first floors

"Also attached are Exhibits D and G, the elevation drawings of the Twin Pines unit buildings, showing the measured relative elevations of the structures with relation to their parts and in reference to the land upon which they are located."

This amendment is made for the purpose of conforming the legal description of each unit to the identifying number of each unit as shown on the floor plans recorded with the original declaration.

DATED this 16th day of October, 1973.

PACK RIVER PROPERTIES, INC., a
Washington corporation authorized
to do business in the State of Idaho

By L. V. Brown
President

By Chester Chastek
Secretary

STATE OF WASHINGTON)
: ss.
County of Spokane)

On this 16th day of October, 1973, before me, a notary public in and for the above-named county and state, personally appeared L. V. BROWN and CHESTER CHASTEK, to me known to be the President and Secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument, and each further acknowledged that the original Declaration of Condominium referred to therein was executed by said corporation on the 25th day of September, 1973, and was acknowledged by them to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said original Declaration of Condominium referred to therein.

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

Edward J. Parry
Notary Public in and for the State of Washington, residing at Spokane

CERTIFICATE OF CONSENT

PACIFICBANK MORTGAGE COMPANY, a Washington corporation, the holder of a recorded security interest in the real property described in the original Declaration of Condominium described in the foregoing instrument, hereby consents to the recording of said Amendment to Declaration of Condominium for Twin Pines dated the 16th day of October, 1973, and executed by Pack River Properties, Inc., the owner of record.

DATED this 16th day of October, 1973.

PACIFICBANK MORTGAGE COMPANY, a Washington corporation

By Douglas M. Gayke
Its Asst Vice President

STATE OF WASHINGTON)
: ss.
County of Spokane)

On this 16th day of October, 1973, before me, a notary public in and for the above-named county and state, personally appeared DOUGLAS M GAESKE, to me known to be the ASST. VICE PRESIDENT of the corporation that executed the within and foregoing consent, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that HE was authorized to execute said instrument.

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

Edward J. Parry
Notary Public in and for the State of Washington, residing at Spokane

W-983

1233555 AMENDMENT TO DECLARATION OF TWIN PINES CONDOMINIUMS

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
AT THE REQUEST OF
First American Title Company
SEP 30 4 03 PM '91
TOM TAGGART
C Reed
DEPUTY
FEES 9.00

TO WHOM IT MAY CONCERN:

Per article XXIV of the Declerations of Condominium for Twin Pines, said declerations have been amended by 70% of the voting power of the owners in the project, deleting the following clauses in the Covenents, Conditions and Restrictions of the Twin Pines Condominium Association:

ARTICLE XXII
RESTRICTION ON CONVEYANCE OF UNITS
A. PROJECT OWNERS ASSOCIATION'S RIGHT OF REFUSAL:
In the event of any offer for sale of any unit, except by the undersigned, the project owners association or its designee shall have the right of first refusal to purchase on the same conditions and at the same price and terms as are offered by the unit owner to any third person. Any attempt to sell, resell or convey any unit without prior offer to the project owners association and compliance with this declaration shall be wholly null and void and shall confer no title, interest or right whatsoever upon the intended purchaser or grantee.

B. NOTICE TO BOARD:
Should any unit owner desire to sell or convey a unit or any interest therein, he shall, before making or accepting any offer therefor, and before making any sale or conveyance of the unit, give to each member of the Board of Directors of the project owners association written notice of his intent to sell or convey such unit, or any interest therein, which notice shall contain the terms of the offer he has received or which he wishes to accept, or the terms of the offer he is prepared to make, and the name and address of the prospective purchaser or grantee. The giving of such notice to each member of the Board shall be proved by filing with the Board proof of such notice consisting of an affidavit of service, acknowledgment of receipt of notice, or a signed receipt of delivery of certified mail.

C. EXERCISE OF RIGHT OF FIRST REFUSAL BY BOARD: The Board of Directors of the project owners association shall within ten days after the last of its members has received such notice, either notify the owner of the unit of its acceptance or the acceptance of its designee of the offer, or make a new offer. The said Board shall have ten days to meet any other offer actually received by the owner of the unit. Such owner may within fifteen days either accept such new offer, if made, or withdraw or reject the offer specified in his notice to the Board. Failure of the Board to accept such offer or to make a new offer within said original ten-day period shall be deemed consent by the association to the transaction specified in said owner's original notice, and he shall be free thereafter to make or accept the offer specified in his original notice, and to sell or convey said unit or interest therein to the prospective purchaser or grantee named within ninety days after its original notice was given, but after the ninety days, his right to proceed without further notice to the Board and a similar opportunity to purchase by the Board or its designee shall cease.

ARTICLE XXIII
RIGHT OF FIRST REFUSAL - CERTIFICATES OF COMPLIANCE
The President of the Board of Directors of the project owners association shall be empowered under rules established by the by-laws to provide certificates in acknowledged, recordable form showing whether or not any right of first refusal has been complied with, and whether or not any assessments due the association have been paid, and shall provide such certificates as specified by law or rule of the Board or the owners association.

Acknowledged ______________________
President

____
Vice-President

Date 9/25/91 James E. Garrett

Nancy L. Ellsworth
SECRETARY - TREASURER

STATE OF Washington
County of Spokane } ss. 1233555

On this 25th day of September A. D. 19 91 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Michael Schrader, Frances E. Garrett and Nancy L. Ellsworth to me known to be the President, Vice President and Secretary, respectively, of Twin Pines Condominium Association the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Michael M[illegible]

Notary Public in and for the State of Washington
residing at Rathdrum, Idaho
My commission expires: March 29, 1993

(Acknowledgment by Corporation. Pioneer National Title Insurance Company. Form L 29)

JIM BRANNON 3P 2515031000
KOOTENAI COUNTY RECORDER Page 1 of 3
CMK Date 09/14/2015 Time 01:23:40
REQ OF PATRICIA WAGNER
RECORDING FEE: $16.00
2515031000 XX

AMENDMENT TO BY-LAWS OF THE PROJECT OWNERS ASSOCIATION OF TWIN PINES CONDOMINIUM

Per Article XI of the By-Laws of the Project Owners Association of Twin Pines Condominium, recorded as part of Document #634743, in conjunction with the Declaration of Condominium with which it is recorded covering Lot C1, Block 1, Twin Lakes Village Plat, recorded in Book E of Plats, page 151, as Document #631042, Kootenai County, Idaho, said By-Laws have been amended by over 70% of the voting power of the owners in the project, changing or adding the following clauses:

ARTICLE II.

PROJECT OWNERS ASSOCIATION

Section 1. Annual Meeting: The annual meeting of the association shall be held between June 1st and July 31st of each year.

Section 6. Voting: Any person, firm, corporation, trust or other legal entity or a combination thereof, holding any unit in said project duly recorded in his or its name, the ownership whereof shall be determined by the records of the association, shall be a member of the association, and either in person or by proxy shall be entitled to a vote. There shall be a total of 100 votes on and upon which a vote is taken, and each owner in good standing - i.e., their current dues and assessments are paid - shall be entitled to the number of votes which equals his or its percentage of ownership interest in the common area multiplied by 100. Any provision to the contrary notwithstanding, co-owners or joint owners shall be deemed the owner. The authority given by a member to another person to represent such member at meetings of the association shall be in writing, signed by such member or if a unit is jointly owned, then by all joint owners, or if such member is a corporation, by the proper officers thereof, and shall be filed with the Secretary of the association, and unless limited by its terms, such authority shall be deemed good until revoked in writing. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the association with respect to any unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such unit shall not have been so transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian or trustee holding such unit in such capacity. Whenever any such unit is owned by two or more jointly according to the records of the association, the vote therefor may be exercised by any one of the owners present in the absence of protest by other or others, provided, however, that when the vote of an owner or owners has been pledged by mortgage, deed of trust or agreement of sale of any unit or interest therein, an executed copy of which is on file in the office of the Secretary of the association, only the vote of the pledgee will be recognized upon those matters upon which the owner or owners' vote is so pledged.

Any specified percentage of owners means the owners of the units to which are appurtenant such percentage in the aggregate of common interests.

ARTICLE V.

MAINTENANCE, REPAIR AND REPLACEMENT OF THE COMMON ELEMENTS

Section 3. The Board's obligation to repair, maintain and replace the common areas shall include the limited common areas, with the exception of decks and altered entryways. The repair, maintenance or replacement of the limited common areas is subject to Section 2 of this Article V.

Section 5. Each unit has the exclusive right to use the deck adjoining each unit, which deck is hereby declared to be limited common area for the use of the unit which it adjoins. Repair and maintenance of said deck is the responsibility of the unit owner.

If said deck is not maintained, the Association will notify the unit owner three times, in writing, of repairs that need to be made. The unit owner shall have six months to complete the repairs. Notices shall be sent on month 1, month 3 and month 5. If repairs are not made within the six month time frame, the Association shall make the repairs and the unit owner shall be responsible for the cost of repairs. If said deck needs to be replaced, it will be torn down, rebuilt to its original size when the condos were built, and the unit owner shall be responsible for the cost of replacing said deck.

Deck size: No deck shall extend past the side of the building or be longer than any existing deck already in place. Existing decks in good condition shall be grandfathered in but any deck needing to be replaced must conform to these new specifications.

To maintain a uniform appearance, all deck floors and rails shall be painted or stained the same dark brown as originally painted.

ARTICLE XVII.

EXECUTION OF INSTRUMENTS

Section 1. All checks, drafts, notes, bonds, acceptances, contracts and all other such instruments except conveyances shall be approved by the president. Such instruments shall be signed by the treasurer. Any expenditure over the amount of $800.00 shall require two (2) signatures for payment. Such checks shall be signed by the treasurer and/or by the president or the secretary.

THE PRECEDING AMENDMENT TO BYLAWS WAS DULY ADOPTED BY THE BOARD ON SEPTEMBER 12, 2015.

Patricia Wagner

Patricia Wagner, Secretary

State of Idaho
County of Kootenai

On this 14Th day of September, 2015 before me Connie Kiebert, personally appeared Patricia Wagner, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me by her signature that she executed the same in her authorized capacity.

Witness my hand and official seal.

Connie Kiebert

Notary Public term expires 06/16/2017
Residing in Coeur d'Alene ID

CONNIE KIEBERT
NOTARY
PUBLIC
STATE OF IDAHO

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR TWIN PINES

Per Article XXIV of the Declaration of Condominium for Twin Pines, the undersigned, acting on behalf of all unit owners of the Twin Pines Condo Association, make the following AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR TWIN PINES, heretofore recorded as Document #634743 in Book 74, pages 619 through 640 dated September 25, 1973 and recorded September 26, 1973. Said Declaration has been amended by over 70% of the voting power of the owners in the project.

Delete the following clause:

VII.

TRANSFER OF CARPORT

Included within the value stated for each unit is one carport valued at $1,000, and included in the percentage of interest for each unit is a percentage of interest reflecting the relative value of such carport, namely .0027%. The owner of any unit may conveyance in form appropriate for condominium interest, recorded with the Auditor of Kooteani County, Idaho, upon which conveyance the Chairman or Secretary of the Board has acknowledged receipt of a copy of such conveyance, transfer any carport to the owner or owners of another unit in this project. Upon such transfer the value and percentage interest of the transferor's unit shall be reduced by the amounts stated above for a carport, and the transferee's unit value and percentage of interest shall be increased by the same amounts, and the carport shall thereupon become a limited common area appurtenant to the transferee's unit. No carport can be transferred except to the owner or owners of another unit in this project.

Change the following clause:

XXII.

RESTRICTION ON CONVEYANCE OF UNITS

D. RESTRICTIONS AS TO CARPORTS: In no event may carports be sold to anyone or used by anyone but an owner or contract purchaser or tenant thereof.

CERTIFICATION OF RESOLUTION OF BOARD OF DIRECTORS
ADOPTING AMENDMENT

WHEREAS, the preceding amendment of the Twin Pines Condo Association is in the best interest of the unit owners and is consistent with the Law, and all necessary authorizations having been obtained, I, the undersigned Secretary of the Twin Pines Condo Association certify that on September 12, 2015 the board of directors adopted the above Amendment to the Declaration of Condominium.

Patricia Wagner
____
Patricia Wagner, Secretary

State of Idaho
County of Kootenai

On this 14Th day of September, 2015 before me Connie Kiebert, personally appeared Patricia Wagner, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me by her signature that she executed the same in her authorized capacity.

Witness my hand and official seal.

Connie Kiebert
____
Notary Public term expires 06/16/2017
Residing in Coeur d'Alene ID

CONNIE KIEBERT
NOTARY
PUBLIC
STATE OF IDAHO

AMENDMENT TO BY-LAWS OF THE PROJECT OWNERS ASSOCIATION
OF TWIN PINES CONDOMINIUM

Per Article XI of the By-Laws of the Project Owners Association of Twin Pines Condominium, recorded as part of Document #634743 in conjunction with the Declaration of Condominium with which it is recorded covering Lot C1, Block 1, Twin Lakes Village Plat, recorded in Book E of Plats, page 151, as Document #631042, Kootenai County, Idaho, said By-Laws have been amended by over 70% of the voting owner of the owners in the project.

Change or add the following clauses:

ARTICLE II PROJECT OWNERS ASSOCIATION

Section 3. Notice of meeting: A written or printed notice of every meeting of the association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place, day and hour thereof, and the purpose therefore shall be given by the Secretary or the person or persons calling the meeting at least three (3) days before the date set for such meeting. Such notice shall be given to each member in any of the following ways:
(a) By leaving the same with him personally; or
(b) By leaving the same at the residence or usual place of business of such member; or
(c) By mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the association; or
(d) By other means of delivery (i.e. email) or
(e) If such owner cannot be located by reasonable efforts, by publishing notice in any newspaper of general circulation in Kootenai County, Idaho, such notice to be published not less than two times on successive days, the first publication thereof to be not less than three (3) days nor more than ten (10) days prior to the day assigned for the meeting.

ARTICLE VI. ANNUAL BUDGET AND ASSESSMENTS,

Section 3. The association shall fix a monthly charge for each unit in an amount sufficient to provide for its pro-rata share of all such budgeted expenses, reasonable reserves for future expenses of administration, and such other expenses as the association may deem proper, subject to adjustment from time to time as the association may deem necessary. ***Such monthly charge shall be due and payable in advance on the first day of every month and if not paid within ten days of the date due*** shall be a lien on the unit, assessed prior in right to all other charges whatsoever except assessments, liens and charges in favor of the Twin Lakes Village Property Association, the general taxes past due and unpaid on such unit, and amounts and liabilities secured by mortgage instruments duly recorded, and a copy of which has been delivered to the Board of Directors. In the event any owner is delinquent in the payment of any monthly assessment for a period in excess of thirty (30) days, the association has authority to sever or disconnect utility connections to such unit for which the charges from the utility company are made directly to the association and the owner will be charged for disconnect and reconnect services.

JIM BRANNON 3 P 2651705000
KOOTENAI COUNTY RECORDER
COB Date 07/10/2018 2:38 PM
REQ OF TWIN PINES CONDOMINIUM
ASSOCIATION
RECORDING FEE: $16.00 XX

Section 4. 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 of Ten Dollars ($10.00) shall be assessed and additional Ten Dollar ($10.00) sums shall be assessed for each month or fraction thereof from the due date until the Assessment and all late charges are paid. Each unpaid Assessment and late charges, shall constitute a lien on the Unit prior in right to all other charges whatsoever except assessments, liens and charges in favor of the Twin Lakes Village Property Association, the general taxes past due and unpaid on such unit, and amounts and liabilities secured by mortgage instruments duly recorded, and a copy of which has been delivered to the Board of Directors.

Verified and Submitted for Recordation

Jillian Smith, Secretary

State of Idaho
County of Kootenai

On this 10 day of July, 2018 before me Lisa L Sayler
Personally appeared Jillian Smith, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me by her signature that she executed the same in her authorized capacity.

Witness my hand and official seal.

Notary Public term expires 12-26-2019
Residing in Hayden

LISA L. SAYLER
NOTARY PUBLIC
STATE OF IDAHO

AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR TWIN PINES

Per Article XXIV of the Declaration of Condominium for Twin Pines, the undersigned, acting on behalf of all unit owners of the Twin Pines Condo Association, make the following AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR TWIN PINES, heretofore recorded as Document #634743 in Book 74, pages 619 through 640 dated September 25, 1973 and recorded September 26, 1973. Said Declaration has been amended by over 70% of the voting owner of the owners in the project.

Change the following clauses to:

XII.USE

B. Carports are intended for and restricted to use for storage of vehicles of unit owners or occupants ***except as allowed for in Board prescribed rules and regulations.***

F. The Board may prescribe reasonable rules and regulations governing the painting, decoration, adornment or care of common and limited common areas, ***the use of carports*** and in general, the project owners association is empowered to pass or provide for the creation of rules and regulations necessary or convenient to insure compliance with the general guidelines of this section and all owners or occupants of all units and their guests shall comply with the building rules or regulations from time to time in effect.

Verified and Submitted for Recordation

Jillian Smith, Secretary

State of Idaho
County of Kootenai

On this 10 day of July, 2018 before me Lisa L Sayler
Personally appeared Jillian Smith, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me by her signature that she executed the same in her authorized capacity.

Witness my hand and official seal.

Notary Public term expires 12-26-2019
Residing in Hayden

LISA L. SAYLER
NOTARY PUBLIC
STATE OF IDAHO