

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE CLARK FORK-PEND OREILLE RIVER
BASIN WATER SYSTEM

CIVIL CASE NUMBER: 69576

Ident. Number: 97-7356
Date Received: 11-3-2021
Receipt No: N037783
Claim Fee: 25.00
Received By: SL

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NOV 03 2021

IDWR / NORTH

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s) *Cougar Run Property Owners Association*
~~KAY LANDERSON~~ *C/o Brent Guyer* Phone: ~~(208) 443-2022~~ *(509) 435-2545*
~~287 COUGAR RUN RD~~ *283 Cougar Run Rd* *brentwguyer*
~~PRIEST RIVER ID 83856~~ *Priest Lake, ID 83856* *@gmail.com*
~~JIM ANDERSON~~ *AND/OR* Phone: ~~(208) 443-2022~~
~~287 COUGAR RUN RD~~
~~PRIEST RIVER ID 83856~~

2. Date of Priority: 4/18/1995

3. Source: GROUND WATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	¼ of ¼ of ¼	Lot	County	Type
60N	04W	6	NW SE	8	BONNER	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A
DOMESTIC	01/01	12/31	0.03		8.4
IRRIGATION	03/15	11/15	0.03		10.5

7. Total Quantity Appropriated is:

0.03 C.F.S. and/or 18.9 A.F.A.

8. Non-irrigation uses:

9. Place of use:

IRRIGATION within BONNER County

Township	Range	Section	¼	of	¼	Lot	Acres
60N	04W	6	NE		SW		3
60N	04W	6	NW		SE	8	0.5

Total Acres = 3.5

DOMESTIC same as IRRIGATION

10. Do you own the property listed above as place of use? No

If your answer is no, describe in remarks below the authority you have to claim this water right.

11. Other Water Rights Used:

12. Remarks:

Priority Date Explanation:

Point of diversion is located within Lot 4, Cougar Run Subdivision.

Place of use is located within Lots 1-14, Cougar Run Subdivision.

Domestic use is for 14 homes and does not include lawn, garden, landscape, or other types of irrigation.

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.0 afa per acre at the field headgate for irrigation of the lands above.

13. Basis of Claim: License

14. Signature(s)

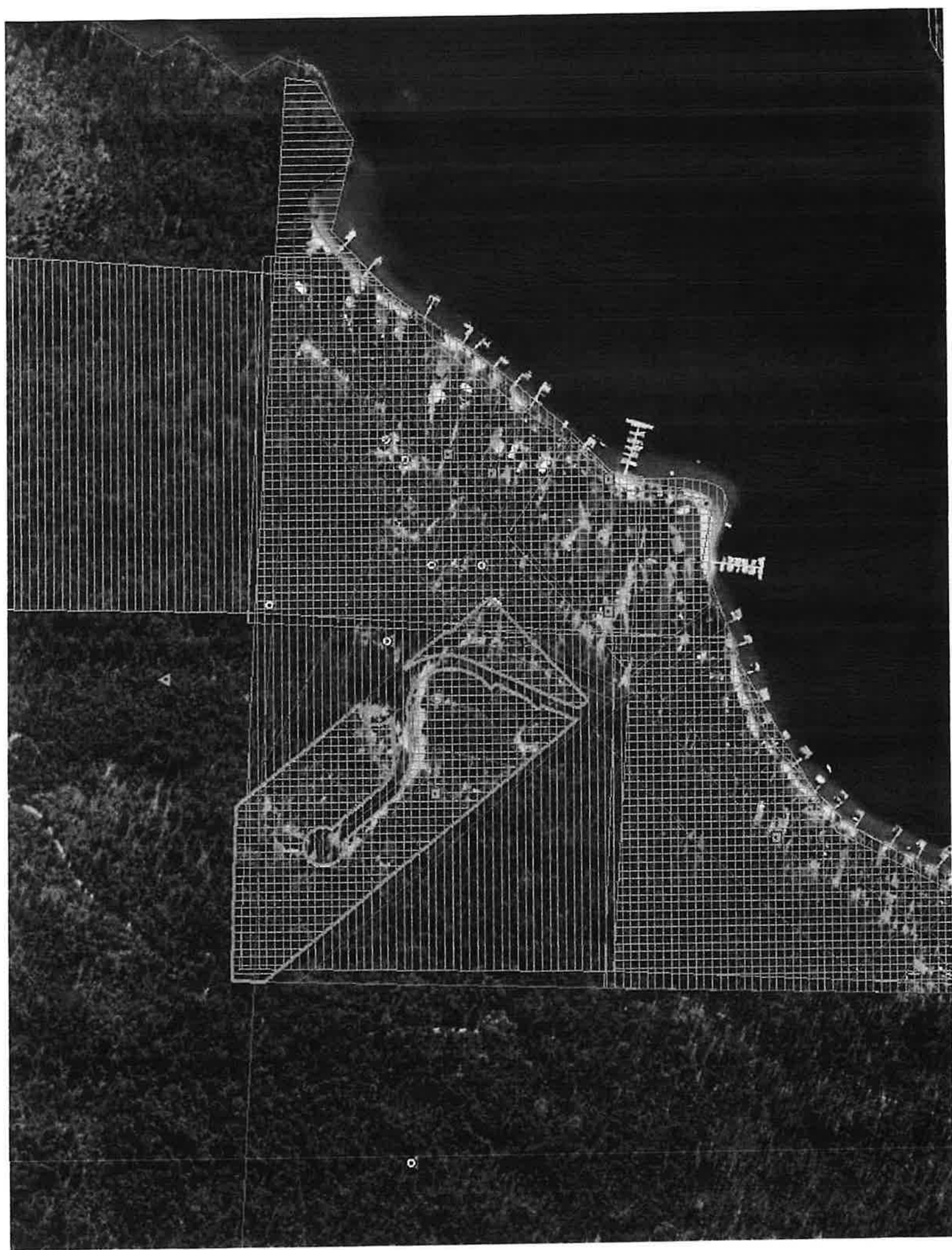
(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the CLARK FORK-PEND OREILLE River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Individuals:

I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Brent Guyer (Director) Date: 10-28-21
_____ Date: _____



516 E Eastview

Spokane WA

99228

731007

FILED BY

Dani Meyer

2007 JUN 18 A 10:45

8400

MARIE SCOTT
BONNER COUNTY RECORDER

SL

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AUG 16 2007

LUKINS & ANNIS, P.S.

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
COUGAR RUN PROPERTY OWNERS ASSOCIATION, INC.**

BONNER COUNTY, IDAHO

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
COUGAR RUN PROPERTY OWNERS ASSOCIATION, INC
BONNER COUNTY, IDAHO**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made and effective on the date hereinafter set forth, by and on behalf of all Owners of Lots within that certain residential subdivision commonly known as "Cougar Run Subdivision" (herein the "Property" or the "Project"), with reference to the following facts:

A. The Project comprises fourteen (14) residential Lots, a Well Lot and Roadway System, located on approximately twenty (20) acres. The project located in a portion of the South Half of Section 6, Township 60 North, Range 4 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

COUGAR RUN SUBDIVISION, according to the Plat thereof, recorded in Book "5" of Plats, Page 165, Bonner County, Idaho.

B. Until the recordation of this Amended and Restated Declaration, the Project has been governed by the following Instruments (referred to herein as the "Prior Documents"):

Declaration of Restrictive Covenants Affecting the Plat of Cougar Run Subdivision, dated February 7, 1997, and recorded February 13, 1997, as Document No. 499194, Records of Bonner County, Idaho;

Amendment #1 to the Declaration of Restrictive Covenants Affecting the Plat of Cougar Run Subdivision, dated September 22, 2005, and recorded September 22, 2005, as Document No. 687699, Records of Bonner County, Idaho;

Amendment #2 to the Declaration of Restrictive Covenants Affecting the Plat of Cougar Run Subdivision, dated November 17, 2005, and recorded November 17, 2005, as Document No. 692296, Records of Bonner County, Idaho.

C. The Owners of the Lots within the Project, according to the rights reserved in the Prior Documents, have determined to amend the Prior Documents, partly to clean the record, and partly to reflect more accurately the operations of the Project and the desires of the Members of the Association. Accordingly, this Amended and Restated Declaration, and corresponding Amended and Restated Articles of Incorporation and Amended and Restated Bylaws, have been adopted.

UPON RECORDATION OF THIS AMENDED AND RESTATED DECLARATION, EACH OF THE PRIOR DOCUMENTS SHALL BE DEEMED SUPERSEDED IN THEIR ENTIRETY, AND SHALL BE OF NO FURTHER FORCE OR EFFECT, THE OWNERS INTENDING THAT THE OPERATION AND ADMINISTRATION OF THE PROJECT SHALL, FROM THE DATE OF THE RECORDATION, BE GOVERNED ENTIRELY BY THIS AMENDED AND RESTATED DECLARATION AND THE OTHER PROJECT DOCUMENTS AS IDENTIFIED HEREIN.

D. In addition to ownership of individual Lots, the Owners, present and future, shall hold a membership in the Cougar Run Property Owners Association, Inc., an Idaho non-profit corporation, which Association owns, operates, and maintains (or has rights to use, operate and maintain), certain property within or adjacent to the Project, including without limitation the Roadway System, Well Lot, and the Water System all of which are referred to herein as the Common Properties. The Common Properties shall be operated and maintained for the benefit of the Owners of all Lots within the Property.

E. The Owners intend by this document to impose upon the Property described herein, mutually beneficial restrictions under a general plan of operation, for the benefit of all of the Lots and the Owners thereof.

F. The Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following Amended and Restated 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 every part thereof, in accordance with the plan for the subdivision and sale of the Property as a residential community. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon all parties having or acquiring any right, title, or interest in or to any part of the Property.

ARTICLE 1. **DEFINITIONS**

1.1 "Architectural Committee" shall mean the Architectural Committee created pursuant to Article 4 of this Amended and Restated Declaration.

1.2 "Amended and Restated Articles" shall mean the Amended and Restated Articles of Incorporation of the Association, as amended from time to time. As of the date of this Amended and Restated Declaration, the term "Amended and Restated Articles" shall refer to the Amended and Restated Articles of Incorporation of the Association, adopted in connection with the adoption of this Amended and Restated Declaration.

1.3 "Amended and Restated Bylaws" shall mean the Amended and Restated Bylaws of the Association as restated or amended from time to time. As of the date of this Amended and Restated Declaration, the term "Amended and Restated Bylaws" shall refer to the Amended and Restated Bylaws of the Association, adopted in connection with the adoption of this Amended and Restated Declaration.

1.4 "Amended and Restated Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time. This Amended and Restated Declaration is intended to and shall, upon recordation, supersede all Prior Documents identified in the Recitals above.

1.5 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, insuring, and managing the Common Area, which is to be paid by the Lot Owners as determined by the Association under this Amended and Restated 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 Amended and Restated Declaration.

1.6 "Association" shall mean the Cougar Run Property Owners Association, Inc., an Idaho non-profit corporation, formed in conjunction with the original subdivision of the Project, the Members of which shall be Owners of Lots within the Property as provided herein.

1.7 "Board" or "Board of Directors" shall mean the Board of Directors of the Association, as it shall be elected by the Members from time to time.

1.8 "Common Area" shall mean the Entry Areas, including the Project signs (at the points where Cougar Run Road intersects with the county road commonly known as Kalispell Bay Road), a Well Lot and Roadway System shown on the Plat of the Project, recorded in Book "5" of Plats, Page 165, Bonner County, Idaho. Rights to all elements of the Common Area are either held in fee by the Association or described in the easements reserved in this Amended and Restated Declaration. The Common Area shall also include any additional property or property rights obtained by the Association, all of which areas shall be operated and maintained for the benefit of the Owners of all Lots.

1.9 "Common Expenses" shall mean the actual and estimated expenses of maintenance, improvement, repair, operation, and management of the Common Area, and of administration of the Association, and any reasonable reserve for such purposes as determined by the Board, and all sums designated Common Expenses by or pursuant to the Project Documents.

1.10 "Developer" shall mean James W. Anderson and Kay L. Anderson.

1.11 "Lot" shall mean any of the numbered separate residential parcels as designated on the Plat (exclusive, however, of any Common Area owned in fee by the Association).

1.12 "Member" shall mean a member of the Association, as defined in the Amended and Restated Articles and Amended and Restated Bylaws of the Association.

1.13 "Mortgage" includes a recorded mortgage, deed of trust, real estate contract, or other instrument creating a security interest in any Lot.

1.14 "Mortgagee" includes a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a security interest in any Lot.

1.15 "Mortgagor" includes a mortgagor, the grantor of a deed of trust, real estate contract vendee, or other person granting a security interest in any Lot.

1.16 "Owner" or "Owners" shall mean the record holder or holders of title to a Lot within the Property. This shall include any person having a fee simple title to any Lot, but shall

exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner."

1.17 "Person" shall mean any natural person, corporation, partnership, limited liability company, association, trustee, or other legal entity.

1.18 "Plat" shall refer to the recorded plat for "Cougar Run Subdivision", as amended or supplemented from time to time.

1.19 "Project Documents" shall mean this Amended and Restated Declaration, the Plat, and the Amended and Restated Articles, Amended and Restated Bylaws, and Design Guidelines of the Association, as each shall be amended from time to time.

1.20 "Property" or "Project" shall mean the entire real property covered by this Amended and Restated Declaration.

1.21 "Roadway System" shall mean the roadway commonly known as "Cougar Run Road" that provides access, ingress and egress to the Lots within the Project. The Roadway System is deemed part of the Common Properties.

1.22 "Sewer System" shall mean the system of collection lines, pumps, motors, and other equipment used to collect and transport sewage and other wastewater from the individual Lots to the Kalispell Water and Sewer District.

1.23 "Water System" shall mean the system of pumps, reservoirs, delivery lines, and other equipment used to pump domestic water from the community well located on the Well Lot (or any alternative source utilized in the future), and to store, treat, and transport such water to the individual Lots.

1.24 "Well Lot" shall mean the 0.44 acre lot identified as the Well Lot on the Cougar Run Subdivision Plat. The Well Lot is deemed part of the Common Properties.

ARTICLE 2.

ASSOCIATION ADMINISTRATION, MEMBERSHIP, AND VOTING RIGHTS

2.1 Organization of Association. The Association is incorporated under the name of Cougar Run Property Owners Association, Inc., as a non-profit 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 Amended and Restated Declaration, in the Amended and Restated Articles, and Amended and Restated 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 Amended and Restated Declaration, the Amended and Restated Articles, and Amended and Restated Bylaws.

2.3 Indemnification and Limitation of Liability. Without limiting the indemnification of Directors as set forth in the Amended and Restated Articles and/or Amended and Restated Bylaws, each Officer and Director of the Association, and each member of the Architectural

Committee described in Article 4 below (collectively referred to in this Paragraph as "Protected Agents"), shall be indemnified by the Association and the Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which said Protected Agent(s) may become involved by reason of being or having been an Officer, Director or Architectural Committee Member, or any settlement thereof, whether or not said expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided in the event of a settlement, the indemnification shall apply only when the Board or Architectural Committee approves such settlement and reimbursement as being in the best interest of the Association or the Owners.

Further, no such Protected Agent(s) shall be personally liable to any Owner, or to any other party, for any damage, loss, or prejudice suffered or claimed on account of any act or omission of the Association, the Architectural Committee, any such Protected Agent(s), or any manager or other representative or employee of the Association, provided that such Protected Agent(s), manager, representative, or employee has, upon the basis of such information as was available at the time, acted in good faith without willful or intentional misconduct.

2.4 Membership. The Owner of a Lot shall automatically, upon becoming the Owner of that Lot, 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 the Amended and Restated Articles and the Amended and Restated Bylaws of the Association.

2.5 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 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 should fail or refuse to transfer the membership registered in his or her name to the purchaser of his or her Lot, the Association shall have the right to record the transfer upon its books and thereupon the membership outstanding in the name of the seller shall be null and void.

2.6 Two Classes of Membership; Voting Requirements. The Association shall consist of two (2) classes of voting membership established according to the Amended and Restated Articles, generally providing that, Developer shall have, with respect to Lots owned by them, triple the voting power otherwise allocated to those Lots. Voting power attributable to each Lot shall be equal, with each Lot having one (1) vote on all matters with respect to which a vote is to be taken (subject to the weighted voting in favor of the Developer as provided in the Amended and Restated Articles). The voting power necessary to support specific actions of the Association shall be as set forth in the Amended and Restated Articles and Amended and Restated Bylaws.

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 Amended and Restated 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 Amended and Restated Bylaws of the Association.

2.9 Use of Agent. The Board of Directors, on behalf of the Association, may contract with an employee or independent contractor, for the performance 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, subject to such limitations as may be set forth in the Amended and Restated Bylaws.

ARTICLE 3.

RIGHTS IN COMMON AREA

3.1 Common Area. As described in the Definitions above, the Common Area shall consist of: (a) the Well Lot (b) the Roadway System commonly known as Cougar Run Road, and (c) Entry Areas. Maintenance and operation easements for all such elements of the Common Area are hereby reserved to the Association, and all such Common Area shall be operated and maintained by the Association for the benefit of the Owners of all Lots. The Common Area shall also include any other property or property rights conveyed to or held by the Association for the benefit of all Lots within the Project.

The membership of the Association shall have the exclusive right to the use and benefit of all parts of the Common Area in accordance with the purposes for which it is intended, subject to such restrictions as may be imposed by the Board from time to time.

3.2 Damage by Member. Each Member shall be liable to the Association for any damage to the Common Area, if the damage is sustained because of the negligence, willful misconduct or unauthorized or improper use, installation or maintenance of any improvement by the Member, or by any tenant, guest, or other invitee of the Member. The Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association, and the Association further reserves the right to levy a Special Assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the Member or the person for whom the Member may be liable as described above. The cost of correcting the damage to the extent not reimbursed to the Association by insurance shall be a Special Assessment against the Lot of the Member liable for the damage and may be enforced as provided hereby for the enforcement of other Assessments.

ARTICLE 4.

ARCHITECTURAL CONTROL

4.1 Prohibition of Alteration and Improvement. No building, sign, fence, wall, obstruction, awning, improvement, or structure of any kind, and no landscaping in any front, side, or rear yard (other than grass lawns) shall be commenced, installed, erected, painted, altered, or maintained upon any Lot or the Common Area, nor shall any alteration or improvement of any kind be made thereto unless and until the same has been approved in writing by the Board or by an Architectural Committee (the "Committee") appointed by the Board as provided in this Article 4.

4.2 Development Plans and Approval. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such improvements or alterations, together with detailed landscaping plans, shall be submitted to the Board or Committee for approval as to quality of workmanship and design. No such application shall be deemed received until actually received by the Board or Committee (evidenced by a signed receipt). However, no permission or

approval shall be required to rebuild in accordance with plans and specifications previously approved by the Board or Committee.

The Board or Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Article 4 and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with approved plans. Any application submitted pursuant to this Article 4 shall be deemed approved, unless written disapproval or a request for additional information or materials shall have been transmitted to the applicant within thirty (30) days after the date of receipt by the Board or Committee of all required materials.

4.3 Time Allowed to Complete Construction. All exterior construction must be completed within eighteen (18) months of the date following commencement of construction.

4.4 Architectural Committee. If a Committee is to be appointed, all members thereof shall be appointed by the Board. There shall be not less than three (3) nor more than five (5) members of the Committee, as determined by the Board. Unless and until a Committee is appointed, the functions of the Committee shall be undertaken by the Board.

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for 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.

4.5 Design Guidelines. The Committee with Board approval shall have the authority to adopt and maintain 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 law.

Without limiting the authority granted to the Board or Committee herein, the Guidelines may also specify landscaping requirements (including numbers and species of trees and shrubs), and acceptable building materials. Also, in addition to the Guidelines adopted according to this Article 4, all construction shall comply with the terms of Article 8 below (Use Restrictions).

In appropriate cases, the Committee with Board approval shall have the authority to grant reasonable variances to the Design Guidelines; provided that such variances may be granted only with the unanimous approval of the Board or Committee.

ARTICLE 5.

REPAIR AND MAINTENANCE

5.1 Repair and Maintenance Rights and Duties of Association. The Association shall operate, maintain, repair and replace the Common Area and facilities thereon, or shall contract for such operation, maintenance, repair, and replacement to assure maintenance of the Common Area and facilities thereon in good condition, reasonable wear and tear excepted. All such maintenance shall comply with the requirements of Bonner County, Idaho and other appropriate governmental entities. The Association shall have no obligation to maintain any Lot or improvements on any Lot; however, in the event an Owner fails to maintain his or her Lot or improvements thereon as provided herein in a manner which the Board deems necessary to

preserve the appearance and value of the development, the Board may notify the Owner of the work required and demand it be done within thirty (30) days from the giving of such notice (or within such shorter time as may be appropriate in the case of an emergency). In the event the Owner 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, and, if necessary, lien his or her Lot for the amount thereof.

5.2 Repair and Maintenance Rights and Duties of Owners. Each Lot Owner shall at his or her sole cost and expense maintain and repair his or her Lot and all improvements thereon, in good condition so as to be consistent with the balance of the Project, in the judgment of the Board.

ARTICLE 6.

ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot 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 attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each Assessment is made, the lien to become effective upon recordation of a Notice of Assessment Lien. 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 at the time when the Assessment fell due. No Owner of a Lot may exempt himself or herself from liability for his or her contribution toward the Common Expenses by waiver of the benefit of any of the Common Area or by the abandonment of his or her Lot.

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 in the entire Project for the improvement and maintenance 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 portions of the Common Area which must be replaced on a periodic basis.

6.3 Regular Assessments. The Board shall determine and fix the amount of the maximum annual Regular Assessment for the entire Project at least sixty (60) days in advance of the start of each fiscal year; provided, however, that the maximum annual Regular Assessment may not be increased by more than twenty percent (20%) above the maximum annual Regular Assessment for the immediately preceding fiscal year, without the vote or written assent of a majority of the total voting power of the Association.

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 upon 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 five percent (5%) 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 a Lot and its Owner to reimburse the Association for costs incurred in bringing that Owner and his or her Lot into compliance with the Project Documents and/or penalize the Owner for failure to comply with the Project Documents, including interest, penalties, fines, actual attorneys' fees and costs.

6.6 Allocation of Assessments. Each Lot shall bear an equal share of each aggregate Regular and Extraordinary Assessment.

6.7 Assessment Due Dates. Due dates of Assessments shall be established by the Board, on written notice to all Owners.

6.8 Transfer of Lot by Sale or Foreclosure. The sale or transfer of any Lot shall not affect any Assessment lien, or relieve the Lot 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 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, including the Lot for which the lien was extinguished.

In a voluntary conveyance of a Lot, 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 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 within ten (10) days after the due date, an automatic late charge equal to ten percent (10%) of the Assessment (but not less than \$25) 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. Each unpaid Assessment, whether Regular, Extraordinary or

Special, shall constitute a lien on each respective Lot prior and superior to all other liens recorded subsequent to the recordation of the Notice of Assessment Lien, except (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; or (b) labor or materialmen's liens arising under Idaho law (timely and duly filed) if the legal effective date is prior to the recording of the Notice of Assessment Lien. Such lien, when delinquent, may be enforced by sale by the Association (acting through the Board), its attorney or other person authorized by this Amended and Restated 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. During any such foreclosure proceeding, the foreclosing party shall be entitled to the appointment of a receiver to collect rent becoming due with respect to the subject Lot. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot 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 voting rights of a Lot Owner who is in default in payment of any Assessment, after notice and hearing according to the Amended and Restated Bylaws.

6.10 Payment of Taxes Assessed Against Common Area or Personal Property of Association. If any taxes are assessed against the Common Area or the personal property of the Association, rather than against the Lots, said taxes shall be included in the Assessments made under 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 7.

EASEMENTS AND UTILITIES

7.1 Roads and Easements. All road right-of-ways within the subdivision shall be pursuant to the Plat of Cougar Run Subdivision and shall be as shown on said Plat. All road right-of-ways shall also be easements for utilities, including without limitation, gas, electricity, garbage collection, telephone service, water service, sewer service, and television receiving. Where possible, all utility lines shall be underground. All water, sewer and utility lines as presently constructed and located shall constitute an easement over the real property where they have been constructed and placed.

7.2 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, gas, electricity, garbage collection, telephone service, sewer service, and television receiving.

7.3 Water and Sewer. Water for the Project shall be furnished through a common water system. No individual water systems, including wells, shall be allowed.

Sewer service shall be furnished to the Lot Owners through Kalispell Bay Water and Sewer District. No sewer disposal system may be constructed on any Lot.

ARTICLE 8.

USE RESTRICTIONS

8.1 Use of Individual Lots. Lots shall be used only for single family residential purposes by the Owner and his or her family, or by a single-family tenant. Only newly constructed houses may be placed on a Lot and no previously constructed home may be moved to a Lot from any other location. All structures must be situated on a permanent foundation. All single family residences must be at least 1,500 square feet not including any decks, garages or car ports.

8.2 Height of Structures. No structure may be higher than one (1) level or story above ground without written approval from the Architectural Committee.

8.3 Roofing. All roof colors and materials must be approved by the Architectural Committee. All metal roofing must be painted and non-reflective. Other roofing (non-metal) may be used provided it is constructed of fireproof materials or treated with fire retardant coating.

8.4 Exterior of Structures. Exterior coverings shall consist of wood, brick, or stone. All structures must be painted, stained or colored with colors that blend with the surrounding natural area as approved by the Architectural Committee. Earth tone colors shall be preferred, including whites, blues, browns, greens, ivory/creams, and grays. Loud or bright colors, such as purples, true yellows, and reds shall be prohibited.

8.5 Chimneys. All chimneys shall be stone, brick, or black painted metal.

8.6 Animals. No cattle, pigs, goats, poultry, horses, or other livestock shall be raised or maintained on any Lot. Domestic animals and pets, not exceeding three (3) in number, may be kept on any Lot (the right to keep dogs being conditioned by a requirement that they be kept leashed or within an enclosed area within the Lot at all times, and that barking does not become a nuisance in the opinion of the Board). No Lot Owner shall purposefully engage in any activity to attract wild animals, except birds, to the Property.

Exotic animals, domesticated wild animals, trained attack or guard dogs, and the following list of specific dogs are strictly prohibited:

- Pit bulls, including but not limited to the American Pit Bull Terrier;
- Akita;
- Chow;
- Doberman Pinscher;
- English Bull Terrier;
- German Shepherd, including but not limited to the American White Shepherd;
- American Staffordshire Bull Terrier;
- Staffordshire Bull Terrier;
- Rottweiler;

- Wolf hybrids;
- American Bondogge Mastiff;
- Neapolitan Massiff;
- Any mixed breed of the above; and
- Any dog with a previous history of aggressive behavior, including but not limited to biting.

8.7 Limited Commercial Use. No Lot may be used for commercial or other non-residential purposes at any time, except according to the following terms and conditions:

(a) Any commercial or other non-residential use must comply with all requirements of any governmental agency having jurisdiction over the Project;

(b) The proposed use shall not be apparent from other Lots, the Common Area, or any public right-of-way (e.g., by signage or advertising, increased traffic flow through the Project, or increased parking on the street).

8.8 Lease of Lots. Any rental or lease of a Lot shall be for a term of at least sixty (60) consecutive days. The Lot Owner shall include in every lease or rental agreement a reference to the Project Documents and an obligation on the part of the renter or lessee to abide by them.

8.9 Lot Maintenance. Each Lot and the exterior appearance of improvements 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 all Lots, 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 all roadways. During any period prior to the commencement of construction, Lots shall nevertheless be maintained in good condition (according to the judgment of the Board), and weeds and debris shall not be allowed to accumulate. Outside wood piles are permitted but must be tidy and orderly at all times.

8.10 Landscaping. All open space within the Project not occupied by structures, single family residences, or parking areas shall be kept in a natural condition; provided, however, each Lot may landscape with lawns or gardens so long as no more than twenty-five (25%) of the total area of any Lot is so landscaped. All landscaping must be approved by the Architectural Committee. Trees may be planted only in designated locations as determined by the Architectural Committee.

8.11 Fences. No solid fences shall be erected which are greater than five (5) feet in height. No fence may be constructed of barb wire, plastic or metal.

8.12 Timber. No timber shall be cut, removed, or sold from any Lot, unless approved by the Architectural Committee; provided, however, no such approval is required for the removal of timber necessary for the construction of an allowed structure, roadway or utility line. All diseased, dying, or dead timber must be removed from Lots within one (1) year of discovery.

8.13 Mining. No mining, quarrying, tunneling, or excavating for any substance, including but not limited to minerals, petroleum, sand, rock, above or below ground, shall be

permitted. This provision shall not preclude excavation for utilities, roadways, or foundations for an allowed structure.

8.14 Outside Burning. All burning shall be supervised at all times and water shall be readily available at the site of the burning. Smoke shall be kept to a minimum and flames shall not exceed five (5) feet in height. A fire break shall be placed around the burn area to eliminate spread of fire to adjacent Lots.

8.15 Nuisances. No noxious, illegal, or offensive activities shall be carried on within any Lot.

8.16 Mobile and Modular Homes/Trailers. No mobile, modular, or manufactured home or residential trailer shall be permitted on any Lot.

8.17 Athletic Courts; Antennae. Without limiting the authority of the Board and/or Architectural Committee to establish Design Guidelines pursuant to Article 4, above, no communication antennae, dish, or similar equipment shall be installed or maintained outside any residence (including attachment to the residence) without approval of the Architectural Committee.

8.18 Construction Requirements. The work of construction, altering or repairing any structure shall be diligently performed from its commencement until completion and, in any event, the exterior thereof (exclusive of landscaping) shall be completed within eighteen (18) months after the commencement of construction. Landscaping shall be completed within one hundred and twenty (120) days following the earlier of: (1) completion or (2) occupancy of the primary residence. All construction shall conform to the Design Guidelines adopted pursuant to Article 4, above, and shall comply with requirements established by any governmental agency having jurisdiction over the Property.

Outbuildings and garages may be constructed on a Lot contemporaneously with, or after, the construction of the single family residence. All outbuildings and garages must be similar in design, construction, materials, and color to the single family residence on the Lot.

All structures must be set back at least twenty five (25) feet from any public way and the property lines of Lot upon which the structure is constructed.

8.19 Signs. No signs shall be displayed to the public view on any Lot, except such signs as may be approved in writing by the Board. This restriction shall not apply to "For Sale" or "For Rent" signs, which shall be allowed provided they do not exceed three (3) square feet in size.

8.20 Recreational Vehicles. Recreational trailers and motor homes may not be stored on the Lots; provided, however, they may be utilized as a temporary residence during construction of the single family residence.

All boats, jet skis, motorcycles, four wheeler all-terrain vehicles, snowmobiles and trailers must be covered, garaged, or located outside of view from any public right of way and/or adjacent Lots.

Snowmobiles, motorcycles, and four wheeler all-terrain vehicles may not be used on the Property except for ingress and egress to and from the Property.

8.21 Firearms/Fireworks. Hunting and discharging of firearms within the Property is strictly prohibited. The firing of fireworks within the Property is strictly prohibited.

8.22 Subdivision and Partition Prohibited; Limited Consolidation of Lots. Except as provided in this paragraph, no Owner shall bring any action for partition or division of any part of any Lot. Lots may not be consolidated except with approval from the Board and Bonner County, Idaho.

8.23 No Warranty of Enforceability. While the Board has no reason to believe that any of the restrictive covenants contained in this Amended and Restated Declaration are or may be invalid or unenforceable for any reason or to any extent, the Board makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot 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 agrees to hold the Board harmless therefrom.

ARTICLE 9. **INSURANCE**

9.1 Duty to Obtain Insurance; Types. The following policies of insurance shall be obtained and maintained:

(a) Hazard Insurance: Each Owner shall maintain, with respect to its Lot, and the Association shall maintain, with respect to the Common Area, hazard insurance covering loss or damage to all parts of such ownership (and contents) in the amount of the full replacement value thereof, providing protection against all direct causes of loss. The insurance shall name the Association as an additional insured and shall contain the standard mortgage clause, naming the holders of first mortgages as the mortgagees.

(b) Liability Insurance: Each Owner, with respect to its Lot and improvements thereon, and the Association, with respect to the Common Area, shall maintain, at their respective cost, 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 within such Lot and the Common Area.

(c) Fidelity Bonds: If required by any first mortgagee, the Board shall also carry 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 Lenders' Requirements. Notwithstanding the foregoing, the Association and each Lot Owner shall maintain insurance and fidelity bonds meeting the requirements for similar projects established by the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), the Mortgage Association ("TMC"), Veterans Administration ("VA") and/or the Federal Housing Administration ("FHA"), so long as any of them shall be a holder, insurer, or guarantor of a mortgage on a Lot within the Project, except to the extent such coverage is not available or has been waived in writing by FNMA, GNMA, TMC, VA and/or FHA, as applicable.

9.3 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, and the Board of Directors, 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.

ARTICLE 10.

DESTRUCTION OF IMPROVEMENTS

10.1 Restoration of Common Area. Except as otherwise provided in this Amended and Restated Declaration, in the event of any destruction of any portion 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 for reconstruction or repair of the Common Area shall be used for such purpose, unless otherwise provided herein. The Board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Common Area shall be reconstructed or rebuilt substantially in accordance with the original construction plans, unless changes are adopted by the Board or the Architectural Committee. If the amount available from the proceeds of such insurance policies for such restoration and repair is not sufficient to cover the entire cost of restoration and repair, the Association shall be authorized to levy an Extraordinary Assessment to collect the deficiency from all owners and to proceed with the restoration.

10.2 Restoration of Residential Improvements. In the event of any destruction of any portion of any residential improvements, it shall be the duty of the Owner, subject to the rights of any first mortgagee, 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 for reconstruction and repair of the improvements shall be used for such purpose, unless otherwise provided herein. The improvements shall be reconstructed or rebuilt substantially in accordance with the original construction plans, unless changes are approved by the Board or the Architectural Committee. If the amount available from the proceeds of such insurance for such restoration and repair is insufficient, the cash required shall be provided by the Owner.

ARTICLE 11.

EMINENT DOMAIN

11.1 Awards Repair Restoration and Replacement. In the event of any taking of any Lot or portion of the Common Area in the Project by eminent domain (including actual condemnation or sale under threat of condemnation), the Owner of such Lot (or the Association, in the case of the Common Area) shall be entitled to receive the award for such taking (subject to the rights of any mortgagee thereof), and after acceptance thereof, it and its mortgagee(s) shall be divested of all interest in the Project if such Owner shall vacate his or her Lot as a result of such taking. The remaining portion of the Project shall be resurveyed, if necessary, and this Amended and Restated Declaration shall be amended to reflect such taking. In the event of a taking by eminent domain of more than one Lot at the same time, the Board may participate in the negotiations, and may propose the method of division of the proceeds of condemnation, where Lots are not valued separately by the condemning authority or by the court. In the event any Lot Owner or first mortgagee disagrees with the proposed allocation, it may have the matter submitted to arbitration under the rules of the American Arbitration Association.

11.2 Awards for Owners' Personal Property and Relocation Allowances. Where all or part of the Project is taken by eminent domain, each Lot Owner shall have the exclusive right to claim all of the award made for such Owner's personal property, and any relocation, moving expense, or other allowance of a similar nature designed to facilitate relocation.

ARTICLE 12.

RIGHTS OF MORTGAGEES

In order to induce various lenders and lending agencies, including without limitation, The Mortgage Corporation ("TMC"), the Government National Mortgage Association ("GNMA") and the Federal National Mortgage Association ("FNMA"), the Veterans Administration ("VA") and/or the Federal Housing Administration ("FHA") to participate in the financing of the sale of Lots within the Project, this Article 12 is included in this Amended and Restated Declaration. To the extent these added provisions, pertaining to the rights of such lenders and lending agencies, conflict with any other provisions of this Amended and Restated Declaration or any other of the Project Documents, these added restrictions shall control. For purposes of this Article 12, the terms "Eligible Holder" and "Eligible Insurer or Guarantor" refer to a holder, insurer, or guarantor of any first mortgage on a Lot, who has provided a written request to the Association, to be notified of any proposed amendment or action described in Paragraph 12.5 below.

12.1 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 mortgagee of a Lot made in good faith and for value, provided that after the foreclosure of any such mortgage, such Lot shall remain subject to the Project Documents.

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

12.3 First mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during normal business hours; (2) require from the Association the submission of annual audited 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.

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

12.5 Lot Owners shall have the right to amend the Project Documents in accordance with Article 13 below, subject to the rights of Eligible Holders to participate in the amendment process as provided in this Paragraph. Amendments of a material nature shall be agreed to by (a) Lot Owners representing at least seventy-five percent (75%) of the total allocated votes in the Association; and (b) Eligible Holders representing at least fifty-one percent (51%) of the votes of Lots that are subject to mortgages held by Eligible Holders. A change affecting any of the following would be considered as material:

- Voting rights;

- Assessments, assessment liens, or subordination of assessment liens;
- Reserves for maintenance, repair and replacement of Common Area;
- Responsibility for maintenance and repairs;
- Reallocation of interests in the Common Area, or rights to its use;
- Boundaries of any Lot;
- Convertibility of Lots into Common Area or vice-versa;
- Expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project;
- Insurance or fidelity bonds;
- Leasing of Lots;
- Imposition of any restrictions on a Lot Owner's right to sell or transfer his or her Lot;
- A decision by the Association to establish self-management when professional management had been previously required by an Eligible Holder;
- Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Project Documents;
- Any action to terminate the legal status of the Project after substantial destruction or condemnation (when Lot owners are considering termination of the legal status of the Project for reasons other than substantial destruction or condemnation, approval must be obtained from Eligible Holders representing at least seventy-five percent (75%) of the votes of Lots that are subject to mortgages held by Eligible Holders); or
- Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

If the Association determines that an addition or amendment to the Project Documents is not a material change, the approval of Eligible Holders shall be implied by the failure of an Eligible Holder to submit a response to a written proposal for an amendment within thirty (30) days after the proposal is made.

Each Eligible Holder and each Eligible Insurer or Guarantor 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 securing its mortgage;
- Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;
- A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

- Any proposed action that requires the consent of a specified percentage of Eligible Holders.

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 (and, if necessary, to record an appropriate amendment to this Amended and Restated Declaration, without a formal vote of the Owners) as are required in order to satisfy the guidelines of the VA, FHA, TMC, the FNMA or the GNMA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first mortgages encumbering Lots. 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 residential Lots, if such agencies approve the Property as a qualifying Project under their respective policies, rules, and regulations, as adopted from time to time.

ARTICLE 13.

DURATION AND AMENDMENT

13.1 Duration. This Amended and Restated 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 an amendment to this Amended and Restated Declaration as set forth in Paragraph 13.2.

13.2 Amendment. Notice of the subject matter of a proposed amendment to this Amended and Restated 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 amendment shall be adopted by the vote, in person or by proxy, or written consent of Lot Owners representing at least seventy-five percent (75%) of the total allocated votes in the Association.

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

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

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

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 necessary number of Owners, 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 14.
USE OF LINGER LONGER CONDOMINIUMS COMMON AREA

14.1 Each Lot Owner is hereby granted a non-exclusive right to use beach and recreational areas that are a portion of the common area of the Linger Longer Condominiums. This right is subject to the following restrictions:

(a) Lot Owners shall abide by and follow all rules and regulations established by the Linger Longer Condominium Association, an Idaho unincorporated nonprofit association.

(b) The Board shall appoint a Lot Owner to act as a designated representative of the Cougar Run Property Owners Association to attend all meetings of the Linger Longer Condominium Association where the use of the beach and recreational areas shall be discussed.

(c) Lot Owners are required to pay all fees assessed by the Linger Longer Condominium Association for the use of the beach and recreational areas.

14.2 The nonexclusive right to use beach and recreational areas herein granted shall be appurtenant to and assignable only with transfer of ownership of a Lot. The right shall not otherwise be assignable.

14.3 The Association may prohibit any Lot Owner, their guests, or their family members from using the beach and recreational areas if the Board concludes, after a duly noticed hearing, that such Lot Owner has (1) failed to abide by and follow all rules and regulations established by the Linger Longer Condominium Association and/or (2) failed to pay all fees assessed by the Linger Longer Condominium Association for use of the beach and recreational areas.

ARTICLE 15.
GENERAL PROVISIONS

15.1 **Enforcement.** The Association (acting through the Board) and any Owner 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 Amended and Restated Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. 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 Amended and Restated Declaration be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, 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 Amended and Restated Declaration, the Plat, the Amended and Restated Articles, the Amended and Restated Bylaws, and the 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 Directors of the Cougar Run Property Owners Association, Inc., have executed this Amended and Restated Declaration on this 21 day of May, 2007.

COUGAR RUN PROPERTY OWNERS
ASSOCIATION, INC.
Idaho Nonprofit Corporation

By Valerie K. Logsdon
Valerie K. Logsdon
Its Director

COUGAR RUN PROPERTY OWNERS
ASSOCIATION, INC.
Idaho Nonprofit Corporation

By Doni Guyer
Doni Guyer
Its Director

COUGAR RUN PROPERTY OWNERS
ASSOCIATION, INC.
Idaho Nonprofit Corporation

By Kim Impeccoven
Kim Impeccoven
Its Director

COUGAR RUN PROPERTY OWNERS
ASSOCIATION, INC.
Idaho Nonprofit Corporation

By John D. Gallagher
John Gallagher
Its Director

COUGAR RUN PROPERTY OWNERS
ASSOCIATION, INC.
Idaho Nonprofit Corporation

By *Rob McWilliams*
Rob McWilliams
Its Director

STATE OF WASHINGTON)
)
) :ss
County of Spokane)

On this 21 day of may, 2007, before me personally appeared Valerie K. Logsdon, to me known to be a Director of Cougar Run Property Owners Association, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written



Spring M Cole
Notary Public for
Residing at *Spokane WA*
Commission expires *Jan 26, 2009*

STATE OF WASHINGTON)
)
) :ss
County of Spokane)

On this 21 day of may, 2007, before me personally appeared Doni Guyer, to me known to be a Director of Cougar Run Property Owners Association, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

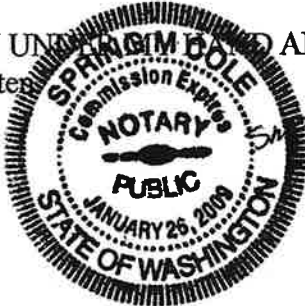
first  UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate

Spring M Cole
Notary Public for
Residing at *Spokane WA*
Commission expires *Jan 26, 2009*

STATE OF WASHINGTON)
)
) :ss
County of Spokane)

On this 21 day of MAY, 2007, before me personally appeared Kim Impecoven, to me known to be a Director of Cougar Run Property Owners Association, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Spring M Cole
Notary Public for
Residing at Spokane WA
Commission expires Jan 26, 2009

STATE OF WASHINGTON)
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County of Spokane)

On this 21 day of MAY, 2007, before me personally appeared John Gallagher, to me known to be a Director of Cougar Run Property Owners Association, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Spring M Cole
Notary Public for
Residing at Spokane WA
Commission expires Jan 26, 2009

STATE OF WASHINGTON)

:SS

County of Spokane)

On this 21 day of may, 2007, before me personally appeared Rob McWilliams, to me known to be a Director of Cougar Run Property Owners Association, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Spring M Cole
Notary Public for
Residing at Spokane WA
Commission expires Jan 26, 2009