

RECORDING REQUESTED BY:

Copper Basin Construction, Inc.  
PO Box 949  
Hayden, ID 83835

**ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND RESERVATIONS OF  
EASEMENTS FOR THE LANDINGS AT WATERFORD  
LOCATED IN COEUR D'ALENE, KOOTENAI COUNTY, IDAHO**

This Declaration is made on this 31<sup>st</sup> day of August, 2008, by and between Copper Basin Construction, Inc.; R&R Leasing, LLC; BTTA, LLC; Bluegrass Development, LLC, and The Landings Homeowners Association, Inc. (collectively referred to herein as "the parties hereto").

**RECITALS:**

WHEREAS, the parties hereto acknowledge the following:

(A) Bluegrass Development, LLC and BTTA, LLC constituted the "Developer," as that phrase was defined in Kootenai County Instrument No. 1842411, of that certain subdivision identified as "The Landings at Waterford" located in Coeur d'Alene, Kootenai County, Idaho and as is more specifically described in and made subject to a certain "Declaration of Covenants, Conditions, Restrictions and Reservations of Easements" recorded as Kootenai County Instrument No. 1842411 on November 12, 2003. Said rights as "Developer" were transferred and assigned to R&R Leasing, LLC, an Idaho limited liability company, by instrument recorded as Kootenai County No. 2163964000.

(B) Instrument No. 1842411 was thereafter amended through the following Instrument Numbers recorded on the following dates with the real property records of Kootenai County, Idaho:

<u>INSTRUMENT NUMBER</u>	<u>DATE</u>
1846146	December 2, 2003
1903651	September 29, 2004
1967231	July 25, 2005

2043746000

July 17, 2006

2087328000

March 9, 2007

(C) Identified in the original "Declaration of Covenants, Conditions, Restrictions and Reservations of Easements" (Instrument No. 1842411) at Exhibit E was a site consisting of approximately 9.623 acres labeled "MULTIFAMILY." Pursuant to the terms of said Instrument No. 1842411, said "MULTIFAMILY" site was specifically exempted from the terms of Instrument No. 1842411 pursuant to Paragraph H of the Recitals thereof.

(D) Said "MULTIFAMILY" site, as generally depicted on Exhibit E to Instrument No. 1842411 as the northern most of the two "MULTIFAMILY" sites designated thereon, has since been platted as part of The Landings at Waterford Fourth Addition (Book J of Plats at page 343) as Lot 20, Block 2. Said property is defined herein as "the subject property."

(E) Copper Basin Construction, Inc. has acquired title to the subject property and desires to develop the same in a manner consistent with the underlying R-17 City of Coeur d'Alene zone. Copper Basin Construction desires to develop said property through a Planned Unit Development (consisting of ninety (90) single family lots) as opposed to the original designation of "MULTIFAMILY" as generally depicted on Kootenai County Instrument No. 1842411. Said PUD has been approved by the City of Coeur d'Alene in the form of the proposed replat attached hereto as Exhibit A."

(F) The parties hereto, constituting Bluegrass Development, LLC, BTTA, LLC, and R&R Leasing, LLC, entities that constituted or constitute "Developer" as that phrase is defined in Kootenai County Instrument No. 1842411, Copper Basin Construction, Inc. (the owner of the subject property, as that phrase is defined herein), and The Landings Homeowners Association, Inc. (the entity with jurisdiction and authority to enforce the terms of Instrument No. 1842411 (and any amendments thereto) as the properties encompassed thereby), desire to amend Instrument No. 1842411, on the terms and conditions set forth herein, to make all portions of the subject property subject to the terms and provisions of Instrument No. 1842411 (as amended) save and except for the limitations expressly set forth herein which shall take precedence over any term or provision of Instrument No. 1842411 or any amendments thereto.

**WITNESSETH:**

NOW, THEREFORE, for and in receipt of consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

(1) All parties hereto, pursuant to the authority granted in Instrument No. 1842411, hereby agree that any and all portions of Lot 20, Block 2 of The Landings at Waterford Fourth Addition (Book J of Plats at page 343) shall be and the same hereby are made subject to the terms and provisions of that certain "Declaration of Covenants, Conditions, Restrictions and Reservations of Easements" recorded as Kootenai County Instrument No. 1842411, and any amendments thereto,

save and except for the specific limitations contained herein.

(2) Notwithstanding any other term or provision contained in Instrument No. 1842411, or any subsequent amendment thereto, there shall be an absolute prohibition upon the construction, erection, placement, or maintenance of any freestanding sheds or other enclosed structures on any lot created from or through or on the subject property other than the primary dwelling unit and its corresponding attached garage.

(3) The following specifically defined portions of "open space" on the subject property, as described on Exhibit A hereto and said replat in its final form to be recorded hereafter, shall be maintained by The Landings Homeowners Association as "Association common area," as that phrase is defined in Kootenai County Instrument No. 1842411:

- Tract A
- Tract B
- Tract C
- Tract D
- Tract E
- Tract F
- Tract G
- Tract H
- Tract I
- Tract J
- Tract K
- Tract L
- Tract M
- Tract N
- Tract O

(4) To the extent necessary, any private hammerheads or roads through or on the subject property, as that phrase is defined herein, shall be plowed by the Association. Notwithstanding the foregoing, the Association shall be under no obligation to repair or maintain any or all of said private roads, the responsibility for the same remaining with the Owners and their assigns of any unit in or on the subject property (as that phrase is defined herein).

(5) To the extent not otherwise limited herein, all Lots created in or on the subject property shall be entitled to all privileges and benefits, and subject to all liabilities and obligations, created from, by, or through Kootenai County Instrument No. 1842411 and any amendment thereto.


(6) The terms and conditions of this Instrument shall run with the subject property as a burden thereto and shall bind the Owners thereof, including the Owners of any Lots thereon, and shall bind the parties' successors and assigns.

(7) This Amendment pertains solely to that certain "MULTIFAMILY" site depicted on

Exhibit E to Instrument No. 1842411 as the northern-most of the two “MULTI FAMILY” sites. The southern-most “MULTI FAMILY” site is not affected by, nor is it made a part of, this Amendment. The rights and privileges associated with said southern “MULTI FAMILY” site, as depicted on Exhibit E to Instrument No. 1842411, shall remain unaffected hereby.

THE PARTIES SO AGREE.

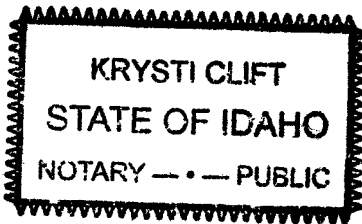
9/2/08  
 DATE

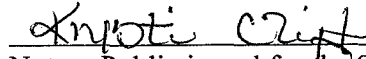
  
 BTTA, LLC  
 By: Tom Anderl, Managing Member

STATE OF IDAHO   )  
                                     ) ss.  
 County of Kootenai   )


On this 2<sup>nd</sup> day of Sept, 2008, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, **Tom Anderl**, known or identified to me to be a Managing Member of **BTTA, LLC**, whose name is subscribed to the within instrument and who acknowledged that he is authorized to execute the same.

WITNESS my hand and official seal.



  
 Notary Public in and for the State of Idaho  
 Residing at: Coeur d'Alene  
 My commission expires: 11/13/08

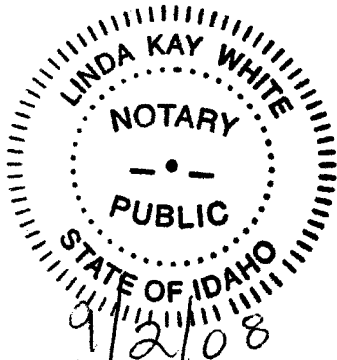
9/2/08  
 DATE

  
**BLUEGRASS DEVELOPMENT, LLC**  
 By: John F. Magnuson, Managing Member

STATE OF IDAHO   )  
                                     ) ss.  
 County of Kootenai   )

On this 2<sup>nd</sup> day of sept, 2008, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, **John F. Magnuson**, known or identified to me to be a Managing Member of **Bluegrass Development, LLC**, whose name is subscribed to the within instrument and who acknowledged that he is authorized to execute the same.

WITNESS my hand and official seal.



Linda Kay White

Notary Public in and for the State of Idaho  
Residing at: ~~Coeur d'Alene~~ Spirit Lake  
My commission expires: 4/7/2012

[Signature]

DATE

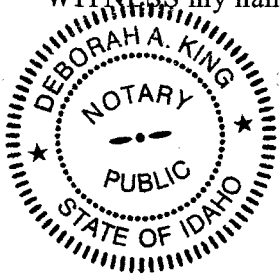
**R&R LEASING, LLC**

By: William Radobenko, Managing Member

STATE OF IDAHO )  
  ) ss.  
County of Kootenai )

On this 2nd day of September, 2008, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, **William Radobenko**, known or identified to me to be a Managing Member of **R&R Leasing, LLC**, whose name is subscribed to the within instrument and who acknowledged that he is authorized to execute the same.

WITNESS my hand and official seal.



Deborah A. King

Notary Public in and for the State of Idaho  
Residing at: Coeur d'Alene  
My commission expires: 7/21/09

9/2/08

DATE

Tom Anderl Pres.

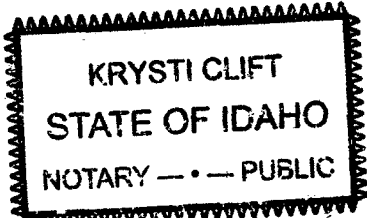
**THE LANDINGS HOMEOWNERS ASSOCIATION, INC.**

By: Tom Anderl, President

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 2<sup>nd</sup> day of ~~August~~ <sup>Sept</sup>, 2008, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, **Tom Anderl**, known or identified to me to be the President of **The Landings Homeowners Association, Inc.**, whose name is subscribed to the within instrument and who acknowledged that he is authorized to execute the same.

WITNESS my hand and official seal.



Krysti Clift  
Notary Public in and for the State of Idaho  
Residing at: Coeur d'Alene  
My commission expires: 11/13/08

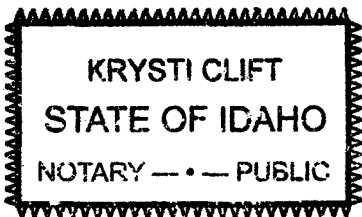
ATTESTATION:

John F. Magnuson, Sec.  
JOHN F. MAGNUSON, Secretary  
**The Landings Homeowners Association, Inc.**

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 2<sup>nd</sup> day of ~~August~~ <sup>Sept</sup>, 2008, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, **John F. Magnuson**, known or identified to me to be the Secretary of **The Landings Homeowners Association, Inc.**, whose name is subscribed to the within instrument and who acknowledged that he is authorized to execute the same.

WITNESS my hand and official seal.



Krysti Clift  
Notary Public in and for the State of Idaho  
Residing at: Coeur d'Alene  
My commission expires: 11/13/08

8-31-08

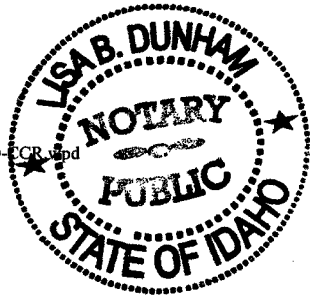
DATE

\_\_\_\_\_  
Copper Basin Construction, Inc.,  
By: Steve White, President

STATE OF IDAHO )  
                                  ) ss.  
County of Kootenai )

On this 31<sup>st</sup> day of August, 2008, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, **Steve White**, known or identified to me to be President of **Copper Basin Construction, Inc.**, whose name is subscribed to the within instrument and who acknowledged that he is authorized to execute the same.

WITNESS my hand and official seal.



BLUEGRASS.5TH AMD-ECR.wpd

*Lisa B Dunham*  
\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at: Coeur d'Alene  
My commission expires: 2/10/2011