

RECORDING REQUESTED BY:

**THIRTEENTH 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 effective the 1st day of March, 2013, by the undersigned owners of the property described herein, together with Bluegrass Development, LLC, "Grantor" under Kootenai County Instrument No. 1842411, and BTTA, LLC and Mulligan Investments, LLC, Successor "Grantors" under said instrument, hereinafter all collectively referred to as "Grantor," to establish certain covenants, conditions, restrictions, and easements for The Landings at Waterford, located in the City of Coeur d'Alene, Kootenai County, Idaho, as follows:

(A) On November 12, 2003, Bluegrass Development, LLC, as Grantor, caused to be recorded as Kootenai County Instrument No. 1842411 a certain "Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for The Landings at Waterford Located in Coeur d'Alene, Kootenai County, Idaho."

(B) On December 2, 2003, Bluegrass Development, LLC, as Grantor, caused to be recorded as Kootenai County Instrument No. 1846146 a certain "First Amendment to Declaration of Covenants, Conditions, Restrictions, and Reservations of Easements for The Landings at Waterford Located in Coeur d'Alene, Kootenai County, Idaho."

(C) Said Declarations, as described in Paragraphs (A) and (B) above, encumbered certain specifically described real property which had been platted as The Landings at Waterford according to the plat recorded as Instrument No. 1845145 in Book I at pages 490, 490A through 490C, with the Kootenai County Recorder on November 25, 2003.

(D) The Declarations recorded as Kootenai County Instrument No. 1842411, as described in Paragraph (A) above, and as reincorporated by the Declaration described in Paragraph (B) above, further provided in part at Paragraph H of the Recitals thereof as follows:

Grantor reserves unto itself the sole and exclusive right to file and record subsequent amendments to these Declarations [Instrument No. 1842411] so that the same may

be extended to cover those portions of property described on Exhibits "A" and "B" [t]hereto. It is the specific intention of Grantor that should Grantor desire to develop any additional portions of the Property in a manner consistent with the plat and the forms attached [t]hereto as Exhibit "D," that Grantor may amend this Declaration by recorded instrument, without further notice, so that the same encompasses any or all of the property described herein as the Property (Exhibits "A" and "B" [t]hereto). Any residential lots (which shall specifically not include any "commercial" lots or "multi-family lots", including but not limited to those "multi-family" and "commercial" lots as are generally depicted on Exhibit "E" [t]hereto) created from or on the Property shall be subject to the terms and conditions of this Declaration, and shall be made mandatory members of the Association.

(E) Pursuant to the authority vested in Grantor under Paragraph H of the Recitals of Instrument No. 1842411, the Grantors herein do hereby declare their intention that all ten (10) lots created by that certain plat recorded as The Landings at Waterford Seventh Addition in Book K of Plats at page 368 are lots to be created from the real property described on Exhibits A and B to the Declaration recorded as Kootenai County Instrument No. 1842411. Said lots are referred to herein as The Landings at Waterford Seventh Addition. Grantor hereby declares, pursuant to the authority granted Grantor in Kootenai County Instrument No. 1842411, including but not limited to the authority set forth in Paragraph H of the Recitals thereof, that Grantor hereby amends the applicability of the terms of Kootenai County Instrument No. 1842411 as to six (6) certain and specific lots located within The Landings at Waterford Seventh Addition as specifically set forth herein.

(F) That portion of The Landings at Waterford Seventh Addition which is the subject of this Amendment is legally described as follows:

Lots 1 through 6 inclusive, Block 2, Landings at Waterford Seventh Addition, according to the plat recorded in the Office of the County Recorder in Book K of Plats at page 368, records of Kootenai County, Idaho.

Said property, consisting of the six (6) described lots, shall be referred to herein as "the subject property."

(G) The "Subject Property," as that phrase is defined herein, shall be subject to all terms and conditions set forth in Instrument No. 1842411, and all amendments thereto, with the following exceptions:

(1) Those lots identified as constituting the "Subject Property," as that phrase is defined herein, may each be utilized for a single family residence and a detached garage, notwithstanding any other prohibition in Kootenai County Instrument No. 1842411 and subject to compliance with all remaining terms and conditions contained in Instrument No. 1842411 and the additional terms and conditions set forth below in Subsections (2) through (4).

(2) Any detached garage on any lot within the "Subject Property" must obtain the approval of the Association's Architectural Control Committee and must be of a design, color, and construction composition identical to that of the house on the lot on which the detached garage is to be constructed. Further, no detached garage may be constructed on any lot unless an architecturally and compositionally consistent house is previously or contemporaneously constructed on said lot.

(3) Any detached garage constructed on a lot within the "Subject Property" as authorized by this Thirteenth Amendment must be accessed by a paved driveway. No gravel, dirt, or unfinished alley access shall be allowed on any lots within the "Subject Property" following completion of construction thereon. Completion of construction, as that phrase is used herein, shall occur when a certificate of occupancy is issued for the residence on each subject lot.

(4) The maximum wall height for any detached garage constructed under this Thirteenth Amendment shall be no more than ten (10) feet. The garage overhead door shall be no taller than eight (8) feet. The roof pitch must match the roof pitch of the house on the lot on which the detached garage is to be constructed.

(H) Except as specifically modified herein, all lots constituting the "Subject Property," as that phrase is defined herein, shall remain subject to the remaining terms and conditions contained in Kootenai County Instrument No. 1842411. In the event of a conflict between the terms of Kootenai County Instrument No. 1842411 and this Thirteenth Amendment, then this Thirteenth Amendment shall govern.

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

GRANTOR:

BLUEGRASS DEVELOPMENT, LLC



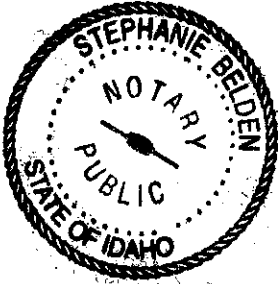
By: John F. Magnuson, Managing Member

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2 day of ^{May}~~March~~, 2013, 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.



Stephanie Belden
Notary Public in and for the State of Idaho
Residing at: Coeur d'Alene
My commission expires: ~~11/13/14~~ 3/8/2016

GRANTOR:

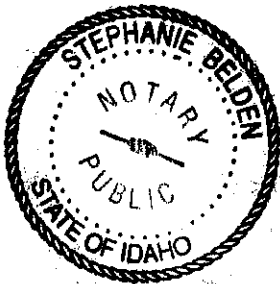
BTTA, LLC

Tom Anderl
By: Tom Anderl, Managing Member

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2 day of ^{May} ~~March~~, 2013, 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.

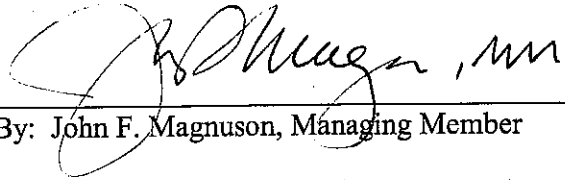
WITNESS my hand and official seal.



Stephanie Belden
Notary Public in and for the State of Idaho
Residing at: Coeur d'Alene
My commission expires: 3/8/2016

GRANTOR:

MULLIGAN INVESTMENTS, LLC

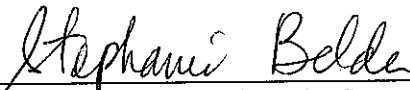

By: John F. Magnuson, Managing Member

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2^{May} day of ~~March~~, 2013, 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 Mulligan Investments, 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: ~~11/13/14~~ 3/8/2016

CONSENT

The undersigned, Hallmark Homes, Inc., of 179 E. Wilbur Avenue, Dalton Gardens, Idaho, 83815, as the owner of the following lots, consents to the foregoing Thirteenth Amendment and all terms set forth therein: Lots 1 through 4 inclusive, Block 1, and Lots 1 through 3 inclusive and Lots 5 and 6, all in Block 2, Landings at Waterford Seventh Addition, according to the plat recorded in the office of County Recorder in Book K of Plats at page 368, records of Kootenai County, Idaho.

Dated the 29 day of March, 2013.

HALLMARK HOMES, INC.

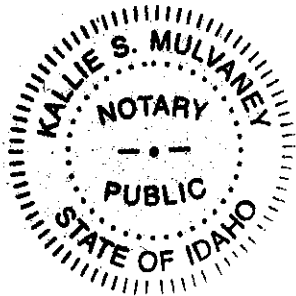
Mike Fitzgerald
By: Mike Fitzgerald, President

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 29 day of March, 2013, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, **Mike Fitzgerald**, known or identified to me to be a President of Hallmark Homes, 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.

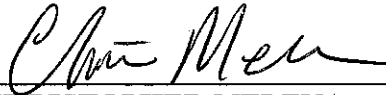
Kallie S. Mulvaney
Notary Public in and for the State of Idaho
Residing at: Kootenai County, ID
My commission expires: 1-25-16



CONSENT

The undersigned, Christopher Melena and Meghan Melena, husband and wife, as community property with right of survivorship, of 2017 W. Preland Drive, Coeur d'Alene, Idaho 83815, as the owners of Lot 4, Block 2, Landings at Waterford Seventh Addition, according to the plat recorded in the office of County Recorder in Book K of Plats at page 368, records of Kootenai County, Idaho.

Dated the 29 day of March, 2013.

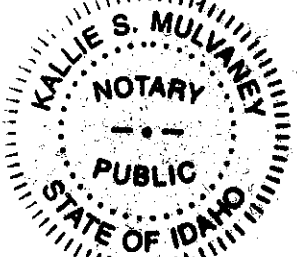


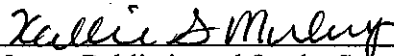
CHRISTOPHER MELENA

STATE OF ID)
) ss.
County of Kootenai)

On this 29 day of March, 2013, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, **Christopher Melena**, known or identified to me to be the person whose name is subscribed to the within instrument and who acknowledged that he executed the same.

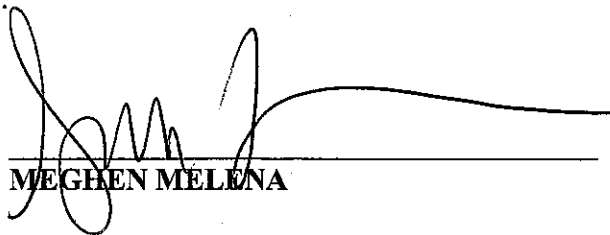
WITNESS my hand and official seal.





Notary Public in and for the State of ID
Residing at: Kootenai County ID
My commission expires: 1-25-16

Dated the 29 day of March, 2013.



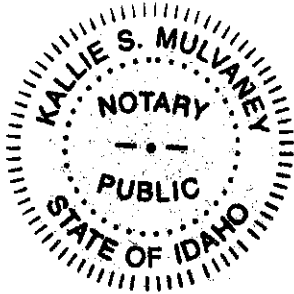
MEGHEN MELENA

STATE OF ID)
) ss.
County of Kootenai)

On this 29 day of March, 2013, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, **Meghen Melena**, known or identified to me to be the

person whose name is subscribed to the within instrument and who acknowledged that she executed the same.

WITNESS my hand and official seal.



Kallie S. Mulvaney
Notary Public in and for the State of ID
Residing at: Kootenai County ID
My commission expires: 1-25-16