


RECORDING REQUESTED BY:

JIM BRANNON 5P 2463577000  
KOOTENAI COUNTY RECORDER Page 1 of 5  
GSK Date 07/17/2014 Time 12:49:44  
REQ OF JOHN MAGNUSON  
RECORDING FEE: \$22.00  
  
2463577000 SC

**FIFTEENTH 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 16th day of July, 2014, 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 fifty-eight (58) lots created by that certain plat recorded as The Landings at Waterford 12<sup>th</sup> Addition in Book K of Plats at page 460 (Instrument No. 2462198000) 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 12<sup>th</sup> Addition.

(F) Except as specifically modified herein, all lots within the Landings 12<sup>th</sup> Addition thereafter shall remain subject to all terms and conditions contained in Kootenai County Instrument No. 1842411 and all amendments thereto. In the event of a conflict between the terms of Kootenai County Instrument No. 1842411 and this Fifteenth Amendment, then this Fifteenth Amendment shall govern.

(G) Article 7, Section 7.04 of the Declaration (Kootenai County Instrument No. 1842411) provides that "[a]ll roofing on all Dwelling Units shall be architectural grade, laminated shingle. The approved color for roofing tile is Weatherwood." With respect to the lots created by The Landings at Waterford 12<sup>th</sup> Addition, the roofing standards contained in the Declaration, as cited, shall be modified to include metal accents incorporated into roofs for aesthetic and appearance purposes. Any metal accents added to a roof on a Dwelling Unit in the 12<sup>th</sup> Addition shall be for accent purposes only and this provision shall not be construed or extended so as to create any right to roofing that is entirely or primarily of metal composition. Any disputes in the interpretation of what constitutes trim or accent materials shall be resolved by the Architectural Control Committee serving under the terms of the Declaration and the related project documents.

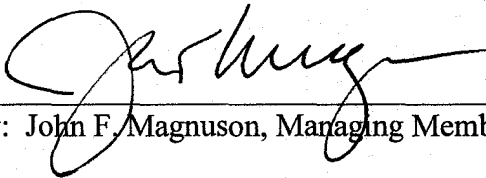
(H) Lot 14, Block 2 and Lot 1, Block 3 of The Landings at Waterford 12<sup>th</sup> Addition abut Tract A. Tract A contains an asphalt bicycle path. Each of said lots is impressed with a covenant that obligates the owner thereof to irrigate that portion of Tract A lying between the affected parcel (be it Lot 14, Block 2 or Lot 1, Block 3) lying between said parcel and the bicycle path. The obligation to mow said area shall be the responsibility of The Landings Homeowners Association, Inc., at no cost to the owner of either of the affected lots. This provision shall run with and bind Lot 14, Block 2 and Lot 1, Block 3, and shall constitute a covenant that affects and binds the property so as to obligate the successors-in-interest to either lot to the terms hereof. The cost of the irrigation

system on each lot described herein shall be the responsibility of the owner thereof, as will be the cost of any water bills necessitated by irrigating those portions of Tract A for which each lot owner is responsible for hereunder. Each lot owner shall be obligated to irrigate those portions of Tract A described herein in a manner that enhances the aesthetic appearance of that portion of Tract A for which each lot owner is responsible.

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

**GRANTOR:**

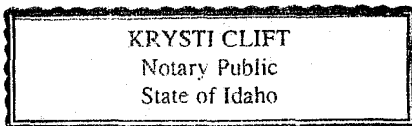
BLUEGRASS DEVELOPMENT, LLC

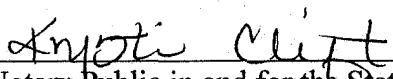
  
By: John F. Magnuson, Managing Member

STATE OF IDAHO )  
  ) ss.  
County of Kootenai )

On this 17<sup>th</sup> day of July, 2014, 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.

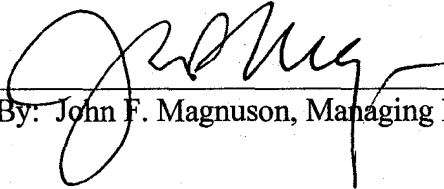


  
Notary Public in and for the State of Idaho  
Residing at: Coeur d'Alene  
My commission expires: 11/13/14



**GRANTOR:**

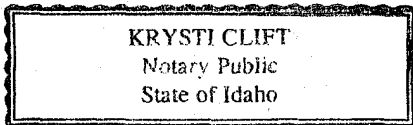
MULLIGAN INVESTMENTS, LLC

  
By: John F. Magnuson, Managing Member

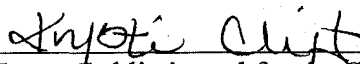
STATE OF IDAHO )  
                          ) ss.  
County of Kootenai )

On this 17<sup>th</sup> day of July, 2014, 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.



BLUEGRASS.15thAMEND-CCR.wpd

  
Notary Public in and for the State of Idaho  
Residing at: Coeur d'Alene  
My commission expires: 11/13/14