

**AMENDMENT TO FINAL DECLARATION OF CONDOMINIUM  
OF WHITE PINE LODGE  
for  
WHITE PINE LODGE PHASE 2  
5 Needles at White Pine**

A Condominium Project at Schweitzer Mountain Resort  
Sandpoint, Idaho

**AMENDMENT TO FINAL DECLARATION OF CONDOMINIUM  
OF WHITE PINE LODGE  
for  
WHITE PINE LODGE PHASE 2  
5 Needles at White Pine**

This Amendment to Final Declaration of Condominium of White Pine Lodge is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by Schweitzer Mountain Properties LLC, an Idaho limited liability company (the "Declarant"), whose address is 10000 Schweitzer Mountain Road, Sandpoint, Idaho 83864.

**RECITALS**

A. Declarant is the owner of that certain real property located adjacent to the White Pine Lodge, a condominium project at Schweitzer Mountain Resort in Sandpoint, Idaho, more particularly described as follows:

Lot 3, Block 1, Schweitzer Central Village, according to the Plat thereof recorded in Book 20 of Plats, Page 7, Instrument No. 1017543, records of Bonner County, Idaho

(hereafter the "Additional Land").

B. Declarant is the successor in interest to the Declarant under the Final Declaration of Condominium of White Pine Lodge, a Condominium Project, recorded May 23, 2002, as Instrument No. 601774, records of Bonner County, Idaho (the "Declaration"). Notice of Assignment of Declarant's Interest under the Declaration was duly recorded February 26, 2013 as Instrument No. 840360, records of Bonner County, Idaho.

C. Article 16 to the Declaration reserved the option and right in the Declarant to expand the Project, add Additional Land and/or Additional Units to the Project, and to select the design and configuration of any improvements erected on any portion of the Additional Land that, in the judgment of the Declarant may be required to achieve the best development of the Project.

D. Declarant has developed the Additional Land and has constructed a Building thereon as White Pine Lodge Phase 2, sometimes referred to and known as "5 Needles at White Pine" or "5 Needles", and by this Amendment will annex the Additional Land and incorporate the Additional Land, the Building and the Additional Units constituting 5 Needles into the Project, in accordance with the Declaration and Article 16 thereof, and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Additional Land, the Building, and each Additional Unit therein, are hereby annexed to and made a part of the Project. Each

Additional Unit shall be held, conveyed, mortgaged, encumbered, leased, used occupied, sold and improved subject to the covenants, restrictions, conditions, reservations, liens, easements and charges set forth in the Declaration, except as otherwise expressly provided for or modified herein as applicable only to 5 Needles.

## ARTICLE I. DEFINITIONS

1.1. Defined Terms. Unless the context clearly indicates otherwise, certain terms used in this Amendment with an initial capital letter shall have the meanings set forth in this Article I and shall be applicable only to 5 Needles at White Pine. Capitalized terms not otherwise defined herein shall have the meanings given in the Declaration and by this Amended Declaration made applicable to 5 Needles and the Project as a whole.

1.2. "Additional Land" shall mean the real property upon which 5 Needles is situated, as more particularly described in Paragraph A of the "Recitals" portion of this Amendment and added to the Project hereby.

1.3. "Additional Units" or "Units" shall mean the units constructed within 5 Needles, described on the Unit List, and added to the Project by this Amendment.

1.4. "Board of Directors" shall mean the governing board of the Association appointed or elected in accordance with the Declaration, this Amendment, and the Association's Articles of Incorporation and Bylaws attached to the Declaration and by this reference incorporated herein, as the same may be amended from time to time.

1.5. "Building" shall mean the structure known as 5 Needles at White Pine, consisting of five (5) stories containing twenty-six (26) residential units, one (1) subsurface parking level, and the General Common Area, Residential Common Area and Limited Residential Common Area as shown on the Map, the Floor Plans and the Elevations.

1.6. "Common Area" shall mean all portions of the Project except the Units.

1.7. "Common Facilities" (as defined in section 1.13 of the Declaration) shall be deemed part of the General Common Area, except to the extent otherwise provided in the Declaration or this Amendment.

1.8. "Condominium" shall mean any Unit within the Building, together with (a) such Unit's undivided percentage ownership interest in the Common Area as set forth on the Unit List, and (b) the Limited Common Area appurtenant to such Unit as shown on the Floor Plans.

1.9. "Declarant" shall mean Schweitzer Mountain Properties LLC, an Idaho limited liability company, and any successor or assignee who comes to stand in the same relationship to the Project as Declarant.

1.10. "Elevations" shall mean those elevations for 5 Needles attached hereto as Exhibit "A" and by this reference incorporated herein, and any amendments thereto hereafter recorded in the official records of Bonner County, Idaho.

1.11. "Floor Plans" shall mean the floor plans for 5 Needles attached hereto as Exhibit "B" and by this reference incorporated herein, and any amendments thereto hereafter recorded in the official records of Bonner County, Idaho.

1.12. "General Common Area" shall mean all Common Area in the Project except the Commercial Common Area, the Limited Commercial Common Area, the Residential Common Area, the Limited Residential Common Area.

1.13. "Map" shall mean the approved condominium plat for White Pine Lodge Phase 2, 5 Needles at White Pine, a Condominium Project, to be recorded in the official records for Bonner County, Idaho, a reduced copy of which is attached hereto as Exhibit "C" and by this reference incorporated herein, and any amendments thereto hereafter recorded in the official records of Bonner County, Idaho.

1.14. "Master Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions of the Schweitzer Mountain Community, an Expandable Planned Unit Development, dated June 14, 1990 and recorded in the official records of Bonner County, Idaho under Instrument No. 376609, as the same has been or may be amended from time to time and duly recorded in the official records of Bonner County, Idaho.

1.15. "Project" shall include the Additional Land, Additional Units, and Building added to the Project by this Amendment for White Pine Lodge Phase 2, also known as 5 Needles at White Pine.

1.16. "Unit List" shall include the Additional Units as described on Exhibit "D" attached hereto and by this reference incorporated herein, showing the Unit identification number, the approximate square footage of each Unit, the number of votes attributable to each Unit, and the undivided percentage ownership interest of each Unit in the Common Area, as such Unit description may be amended from time to time in accordance with this Declaration.

## ARTICLE II. SUBMISSION OF ADDITIONAL LAND TO THE PROJECT

2.1. Submission to Condominium Act. Declarant hereby submits the Additional Land, the Building and all other improvements now or hereafter made in or upon the Additional Land to the provisions of the Condominium Act, to be annexed to and become a part of the Project in accordance with, and with all of the rights, duties and obligations set forth in, the Declaration, including but not limited to the reservation of easements for the construction of Abutting Structures, except as expressly modified or otherwise provided for herein.

2.2. Submission to Restrictive Covenant for the Village Property. As part of the Project and in furtherance of the management and operation of White Pine Lodge and 5 Needles at White Pine Lodge as a whole, Declarant further hereby submits the Additional Land, the Building and all other improvements now or hereafter made in or upon the Additional Land to the provisions of the Amended and Restated Restrictive Covenant for White Pine Lodge, recorded May 23, 2002 as Instrument No. 601775, records of Bonner County, Idaho, and all of the terms, covenants, conditions, agreements, rights and responsibilities set forth therein, as the same may be amended from time to time.

### ARTICLE III. BUILDING AND IMPROVEMENTS

3.1. Building and Improvements. The Building and other improvements to be constructed on the Additional Land are described on the Map. The Floor Plans are diagrammatic floor plans of the Building, in sufficient detail to: (i) identify each Additional Unit and its location in relation to the other Additional Units; and (ii) determine the approximate dimensions of each Additional Unit and the rooms therein. The Elevations show the approximate finished floor elevations in the Building. Declarant hereby reserves the right to amend the Map, Floor Plans, and Elevations to reflect the as-built configuration of the Building.

3.2. Description of Units. The Floor Plans contain the identification number, location, and approximate dimensions of each Unit and all other information necessary to identify each Unit. Notwithstanding any other provision of this Amendment to the contrary, and notwithstanding any discrepancy later determined to exist between the actual square footage of a Unit set forth on the Unit List and the Floor Plans, the approximate square footage and the average square footage of each Unit shall be as set forth on the Unit List and shall not be subject to re-measurement or recalculation, except in accordance with the specific provisions of this Declaration or the Condominium Act.

3.3. Principal Construction Materials. The Building will rest on reinforced concrete footings and foundations. The exterior walls of the Building will be wood frame, beams, joists, and trusses, and the exterior siding will be of stone, fiber, and reinforced concrete siding. The interior walls will be sheet rock over wood studs. The Building will have a membrane roof. The floors will be wood deck subflooring topped with poured-in-place concrete, covered with carpet and tile or equivalent floor coverings. No change in the type of floor covering materials originally installed in any Residential Unit in the Project (White Pine Lodge and 5 Needles) shall be permitted except with the prior consent of the Association, and upon the Owner requesting the same establishing to a reasonable degree of certainty that the proposed material or installation will provide the same or better acoustical quality and rating.

3.4. Physical Combination of Space. So long as Declarant owns any Unit in the Building, Declarant reserves to itself the right to combine physically the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Units in the future. Declarant reserves the right to designate and convey to any purchaser of such combined Units as additional Limited Residential Common Area any walls, floors, or other structural separations between the Units so combined, or any space which would

be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become General Common Area if the combined Units become subject to separate ownership in the future. When all or portions of such Units are so converted, altered, expanded or subdivided, Declarant shall record one or more supplemental Maps and/or Floor Plans and amendments to this Declaration describing the conversion pursuant to this section. To the extent any Unit is converted to Limited Residential Common Area, the undivided percentage ownership interest of the Common Area shall be recalculated based upon the ratio of each Unit's approximate square footage area to the total approximate square footage of all of the Units. In addition, the Total Votes of the Association shall be reallocated based upon the adjustments made to each Unit's undivided percentage ownership interest in the Common Area.

#### ARTICLE IV. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.1. Ownership of Common Area. The undivided percentage ownership interest in the Common Area appurtenant to each Unit is based upon the approximate value of each Unit in relation to the Project as a whole, and shall be as set forth in the Unit List. By this Declaration, the Unit List is hereby amended to include the Additional Units. The value is based upon square footage, with each square foot having equal value with each other square foot. Except as otherwise specifically provided in the Declaration or in this Amendment (including but not limited to the Map, Elevations or Floor Plans attached hereto), (i) any Owner shall be entitled to nonexclusive use of the General Common Area in any lawful manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules and regulations promulgated by the Association; (ii) each residential Owner, including Owners in the Building shall have the right to use and enjoy the Residential Common Area; and (iii) each Owner in the Building shall have the right to use and enjoy the Limited Common Area appurtenant to such Owner's Unit. The Association may establish, from time to time, rules and regulations with respect to the use of the General Common Area, the Residential Common Area, and the Limited Common Areas.

Without limiting the generality of the foregoing, all Owners of Units, including those in 5 Needles shall be entitled to the nonexclusive use of the General Common Area in White Pine Lodge, including but not limited to the elevators, the entry lobby, club room, workout facilities, spa and deck area, and the like.

4.2. Description of Condominium. Every contract for the sale of a Unit and every other instrument affecting title to a Unit may describe a Unit by its identifying number as indicated in the Unit List or as shown on the Floor Plans substantially as follows:

Unit No. \_\_\_\_\_, White Pine Lodge Phase 2, 5 Needles at White Pine, according to the Plat thereof recorded \_\_\_\_\_, 20\_\_\_\_ in Book \_\_\_\_\_ of Plats, Page \_\_\_\_\_, and as shown on the Map, Floor Plans and Elevations attached to the Amendment to Final Declaration of Condominium recorded \_\_\_\_\_, 20\_\_\_\_, as Instrument No. \_\_\_\_\_, records of Bonner County, Idaho.

## ARTICLE V. RESTRICTIONS ON USE

5.1. Outside Installations. Declarant has elected to install hot tubs in Units 115 and 117 of 5 Needles as Limited Residential Common Area for the use of the Owners and occupants of such Units. The Owners of such Units shall be solely responsible for all costs associated with the maintenance, operation, repair and replacement of their hot tubs, including all utility costs associated therewith, whether or not separately metered. In the event a hot tub needs to be replaced, the replacement make and model must be approved by the Board of Directors prior to installation, to ensure that the replacement is of similar size, quality, efficiency, and impact (i.e. by noise or otherwise) as the original hot tub.

5.2. Parking. The twenty-two (22) parking stalls in the underground parking garage for 5 Needles, together with the four (4) parking stalls in the underground parking garage of White Pine Lodge shown on the Map are hereby designated for the use and benefit of Owners of Units in 5 Needles.

5.3. Other Use Restrictions. Except as expressly provided for or modified herein, the Restrictions on Use set forth in Article 6 of the Declaration shall apply to 5 Needles.

## ARTICLE VI. ASSESSMENTS

6.1. Common Area Expenses for 5 Needles. Declarant, for each completed Condominium owned by it, and for and as the Owner of every part thereof, hereby covenants and each Owner of any Condominium by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other Owner and with the Association to pay to the Association all assessments made by the Association for the purposes provided in the Declaration and this Amendment, in accordance with and subject to the terms, covenants and conditions contained in Article 9 and elsewhere in the Declaration.

6.2. No Bifurcation. The Common Areas and Common Facilities in both White Pine Lodge and 5 Needles shall be managed as a whole, as part of the entire Project of White Pine Lodge and 5 Needles, without separate allocation of expenses relating thereto except as otherwise specifically provided for herein or in the Declaration.

## ARTICLE VII. THE ASSOCIATION

7.1. Membership in Association. Each Owner of a Unit in 5 Needles shall be entitled and required to be a member of the Association in accordance with section 7.1.1 of the Declaration.

EXCEPT as expressly modified or otherwise provided for in this Amendment, the rights, remedies and obligations of the parties (including the Declarant, the Association and the Owners) set forth in the Declaration shall have equal application to 5 Needles, and all other terms, covenants, conditions and agreements set forth in the Declaration shall remain in full force and effect.





**EXHIBIT "A"**

**Elevations**

**EXHIBIT "B"**

**Floor Plans**

**EXHIBIT "C"**

**Map**

**EXHIBIT "D"**

**Unit List**

4872-7887-4710, v. 2