

Uldaho Law

Digital Commons @ Uldaho Law

Idaho Supreme Court Records & Briefs, All

Idaho Supreme Court Records & Briefs

10-19-2017

Valiant Idaho, LLC v. North Idaho Resorts, LLC Clerk's Record v. 9 Dckt. 44583

Follow this and additional works at: [https://digitalcommons.law.uidaho.edu/
idaho_supreme_court_record_briefs](https://digitalcommons.law.uidaho.edu/idaho_supreme_court_record_briefs)

Recommended Citation

"Valiant Idaho, LLC v. North Idaho Resorts, LLC Clerk's Record v. 9 Dckt. 44583" (2017). *Idaho Supreme Court Records & Briefs, All*. 7062.

https://digitalcommons.law.uidaho.edu/idaho_supreme_court_record_briefs/7062

This Court Document is brought to you for free and open access by the Idaho Supreme Court Records & Briefs at Digital Commons @ Uldaho Law. It has been accepted for inclusion in Idaho Supreme Court Records & Briefs, All by an authorized administrator of Digital Commons @ Uldaho Law. For more information, please contact annablaine@uidaho.edu.

Vol. 9 85
IN THE

**SUPREME COURT
OF THE
STATE OF IDAHO**

ISC #44583, 44584, 44585
Bonner #CV2009-1810

Valiant Idaho, LLC
Cross-Claimant/Respondent

vs.

**North Idaho Resorts
JV, LLC
VP Incorporated**
Cross-Defendants/Appellants

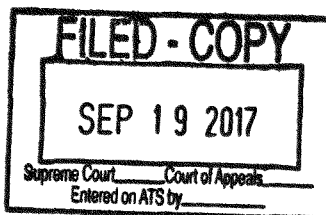
CLERK'S RECORD ON APPEAL

*Appealed from the District Court of the First Judicial District
of the State of Idaho, in and for the County of Bonner*

Richard L. Stacey
Jeff R. Sykes
Chad M. Nicholson
827 East Park Boulevard, Suite 201
Boise, Idaho 83712
Attorneys for Respondents

Gary A. Finney
120 East Lake Street, Suite 317
Sandpoint, Idaho 83864
Attorney for Appellant JV

Daniel M. Keyes
Susan P. Weeks
1626 Lincoln Way
Coeur d'Alene, Idaho 83814
Attorneys for Appellants VP and North Idaho Resorts



VOLUME IX

44583

TABLE OF CONTENTS

Title Page	Vol. I - 1
Clerk's Record on Appeal.....	Vol. I - 2
Table of Contents.....	Vol. I - 3
Index	Vol. I - 34
ROA Report for Case CV2009-1810 – printed May 10, 2017.....	Vol. I - 65
Supreme Court Order re: 44583 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 166
Supreme Court Order re: 44584 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 168
Supreme Court Order re: 44585 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 170
Complaint – filed 10/13/2009	Vol. I - 172
Acknowledgment of Service of Summons and Complaint (VP Inc.) – filed 04/07/2010	Vol. I - 197
Acknowledgment of Service of Summons and Complaint (North Idaho Resorts, LLC) – filed 04/07/2010	Vol. II - 199
Special Appearance on Behalf of Defendant Pensco Trust Co., Custodian FBO Barney Ng – filed 05/24/2010	Vol. II - 201
Answer, Counterclaims, Cross-claims and Third Party Complaint of Defendant ACI Northwest, Inc. – filed 08/09/2010	Vol. II - 204
Special Appearance on Behalf of Defendant Mortgage Fund '08, LLC – filed 10/05/2010	Vol. II - 228
Notice of Appearance – filed 10/14/2010	Vol. II - 233
Reply by R.E. Loans, LLC to Cross-claim by ACI Northwest, Inc. – filed 02/04/2011.....	Vol. II - 237
Affidavit of Service – filed 03/11/2011	Vol. II - 244
R.E. Loans, LLC's Answer to Complaint – filed 04/21/2011.....	Vol. II - 245
Order Granting Leave for Withdrawal of Attorney – filed 05/18/2011	Vol. II - 260
Substitution of Counsel – filed 08/29/2011	Vol. II - 264
Administrative Order – filed 09/27/2011	Vol. II - 267
Stay Order (R.E. Loans, LLC) – filed 09/29/2011.....	Vol. II - 275
Stay Order (Mortgage Fund '08, LLC) – filed 09/29/2011.....	Vol. II - 284
Notice of Appearance – filed 09/29/2011	Vol. II - 290
Assignment of District Court Cases – filed 11/15/2011	Vol. II - 295
Wells Fargo's Motion to Dismiss with Prejudice – filed 01/23/2012.....	Vol. II - 298

Affidavit of Stanley J. Tharp in Support of Defendant Wells Fargo's Motion to Dismiss with Prejudice – filed 01/23/2012	Vol. II - 302
Order Granting Defendant Wells Fargo's Motion to Dismiss with Prejudice – filed 03/16/2012	Vol. II - 312
R.E. Loans, LLC's Request to Lift the Automatic Stay – filed 06/28/2012	Vol. II - 317
Order Granting R.E. Loans, LLC's Request to Lift Automatic Stay – filed 08/24/2012	Vol. II - 325
Order Dismissing all Claims with Prejudice against Interstate Concrete and Asphalt Company – filed 09/13/2012	Vol. II - 330
R.E. Loans, LLC's Motion to Lift Automatic Stay (Mortgage Fund '08 LLC) – filed 06/26/2013	Vol. II - 336
Memorandum in Support of R.E. Loans, LLC's Motion to Lift Automatic Stay (Mortgage Fund '08 LLC) – filed 06/26/2013	Vol. III - 339
Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC's Motion to Lift Automatic Stay – filed 06/26/2013	Vol. III - 343
R.E. Loans, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013	Vol. III - 362
Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013	Vol. III - 365
Order Granting R.E. Loans, LLC's Motion to Lift Automatic Stay (Mortgage Fund '08 LLC) – filed 08/12/2013	Vol. III - 374
R.C. Worst & Company, Inc.'s Motion for Entry of Default (Genesis Golf Builders) – filed 08/14/2013	Vol. III - 378
Default Judgment (Genesis Golf Builders) – filed 08/15/2013	Vol. III - 383
Order for Entry of Default (Genesis Golf Builders) – filed 08/15/2013	Vol. III - 386
Clerk's Entry of Default (Genesis Golf Builders) – filed 08/15/2013	Vol. III - 389
Order for Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013	Vol. III - 392
Clerk's Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013	Vol. III - 397
Default Judgment (Genesis Golf Builders) – filed 08/29/2013	Vol. III - 402
North Idaho Resorts, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013	Vol. III - 407
Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013	Vol. III - 412
Order for Entry of Default (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 423
Default Judgment (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 428
Clerk's Entry of Default (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 433
R.E. Loans, LLC's Motion for Summary Judgment Against Cross-Claimant ACI Northwest, Inc. – filed 04/29/2014	Vol. III - 438
R.E. Loans, LLC's Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014	Vol. III - 441

Declaration of Chad M. Nicholson in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014	Vol. IV - 451
R.E. Loans, LLC's Motion for Summary Judgment Against Cross-Claimant R.C. Worst & Company, Inc. – filed 04/29/2014	Vol. IV - 488
R.E. Loans, LLC's Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant R.C. Worst & Company, Inc. – filed 04/29/2014	Vol. IV - 491
Declaration of Richard L. Stacey in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-claimant R.C. Worst & Company, Inc. – filed 04/29/2014	Vol. IV - 498
Affidavit of Farley Dakan in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014	Vol. IV - 532
Affidavit of Charles Reeves in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014	Vol. V - 551
Order Dismissing R.C. Worst & Company, and All Claims, Counterclaims, and Cross Claims thereof Pursuant to Oral Offer of Resolution Advanced to the Court on May 28, 2014 – filed 06/02/2014	Vol. V - 636
Notice of Change of Firm Affiliation – filed 07/18/2014	Vol. V - 643
Findings re: R.E. Loans, LLC's Motions for Summary Judgment Against ACI Northwest, Inc. – filed 07/21/2014	Vol. V - 647
Judgment – filed 07/21/2014	Vol. V - 653
Motion to Substitute Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014	Vol. V - 656
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant, Idaho LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014	Vol. V - 674
Order Substituting Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 08/07/2014	Vol. V - 667
Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014	Vol. V - 670
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014	Vol. VI - 674
Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 08/19/2014	Vol. VI - 739
Summons on Third Party Complaint brought by Third Party Plaintiff Valiant Idaho, LLC [Pend Oreille Bonner Development Holdings, Inc.] – filed 09/03/2014	Vol. VI - 768
Defendant North Idaho Resorts, LLC's Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/04/2014	Vol. VI - 771
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/10/2014	Vol. VI - 776
Order Substituting Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/12/2014	Vol. VI - 781

JV, LLC's Special Appearance Contesting Jurisdiction; and JV, LLC's Answer to Complaint; and JV, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure; and JV, LLC's Cross-claim; and JV, LLC's Third Party Complaint – filed 09/15/2014	Vol. VII - 784
Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/15/2014	Vol. VII - 844
North Idaho Resorts, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/19/2014	Vol. VII - 860
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/25/2014	Vol. VII - 874
Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014	Vol. VII - 879
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014	Vol. VII - 884
Order for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014	Vol. VII - 896
Clerk's Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014	Vol. VII - 900
ACI Northwest, Inc.'s Responsive Pleading to Valiant Idaho, LLC's Counterclaim, Cross-Claim, and Third-Party Complaint for Judicial Foreclosure – filed 09/29/2014	Vol. VII - 904
Acceptance of Service by VP, Incorporated of Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 10/03/2014	Vol. VII - 908
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 10/03/2014	Vol. VII - 911
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014	Vol. VII - 913
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014	Vol. VIII - 918
Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014	Vol. VIII - 928
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014	Vol. VIII - 933
Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co, as the Real Party in Interest – filed 10/06/2014	Vol. VIII - 941
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 10/06/2014	Vol. VIII - 946
Order Regarding Disqualification of Judge – filed 10/06/2014	Vol. VIII - 953
VP, Incorporated's Motion to Dismiss Third Party Complaint – filed 10/06/2014	Vol. VIII - 959
Order of Reassignment – filed 10/09/2014	Vol. VIII - 963
Affidavit of Service – filed 10/20/2014	Vol. VIII - 965

Order for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/21/2014	Vol. VIII - 969
Clerk’s Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/22/2014	Vol. VIII - 973
Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014	Vol. VIII - 977
Memorandum in Opposition to VP, Incorporated’s Motion to Dismiss Third Party Complaint or, in the Alternative, Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014	Vol. VIII - 982
Third Party Defendant Idaho Club Homeowner’s Association, Inc.’s Motion and Memorandum to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014.....	Vol. VIII - 996
Third Party Defendant Panhandle Management, Incorporated’s Motion and Memorandum to Dismiss Claims Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014.....	Vol. VIII - 1006
Affidavit of Toby McLaughlin in Support of Third Party Defendant Panhandle Management Incorporated’s Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014	Vol. IX - 1015
Affidavit of Toby McLaughlin in Support of Third Party Defendant Idaho Club Homeowner’s Association Inc.’s Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014	Vol. IX - 1100
Defendant VP, Incorporated’s Request for Extension of Time to Respond to Valiant Idaho, LLC’s Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party – filed 11/12/2014....	Vol. X - 1153
VP, Incorporated’s Reply on Motion to Dismiss Third Party Complaint and Response to Motion to Amend Pleadings – filed 11/14/2014.....	Vol. X - 1156
Order Granting Valiant Idaho, LLC Leave to Serve its Third Party Complaint – filed 11/19/2014	Vol. X - 1160
Order Granting Valiant Idaho, LLC Leave to Amend Answer to Allege a Counterclaim and Cross-Claim – filed 11/19/2014	Vol. X - 1164
Order Substituting Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 11/19/2014	Vol. X - 1168
Order Substituting Valiant Idaho, LLC in Place of Mortgage Fund ’08 LLC as the Real Party in Interest – filed 11/19/2014	Vol. X - 1171
Order Denying VP, Incorporated’s Motion to Dismiss Third Party Complaint – filed 11/19/2014	Vol. X - 1174
Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/19/2014	Vol. X - 1178
Stipulation to Entry of Judgment Against Charles W. Reeves and Anna B. Reeves – filed 11/19/2014.....	Vol. X - 1200
Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/19/2014	Vol. X - 1221
Complaint for Judicial Foreclosure – filed 11/19/2014	Vol. X - 1242
Order Settling Trial and Pretrial Order – filed 11/20/2014	Vol. X - 1270
Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/20/2014	Vol. XI - 1276

Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/20/2014	Vol. XI - 1296
Order on Stipulation to Entry of Judgment Against Charles W. Reeves and Ann B. Reeves – filed 11/20/2014 ...	Vol. XI - 1317
Valiant Idaho, LLC’s Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014	Vol. XI - 1337
Memorandum in Support of Valiant Idaho, LLC’s Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014	Vol. XI - 1371
Cross-defendant, VP, Incorporated’s Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC’s Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/01/2014	Vol. XI - 1377
Order Granting Cross-defendant, VP, Incorporated’s Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC’s Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/03/2014	Vol. XI - 1379
Valiant Idaho, LLC’s Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014	Vol. XI - 1382
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014	Vol. XI - 1387
Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014	Vol. XI - 1394
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014	Vol. XI - 1399
Affidavit of Non-Military Service in Support of Motion for Entry of Default of Amy Korengut – filed 12/08/2014	Vol. XI - 1409
Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014	Vol. XII - 1414
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014	Vol. XII - 1419
Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014	Vol. XII - 1429
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014	Vol. XII - 1434
Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014	Vol. XII - 1444
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014	Vol. XII - 1449
Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014	Vol. XII - 1459
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014	Vol. XII - 1464

Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014.....	Vol. XII - 1474
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014	Vol. XII - 1479
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 12/08/2014	Vol. XII - 1489
Order for Entry of Default Against Amy Korengut – filed 12/10/2014.....	Vol. XII - 1495
Clerk's Entry of Default Against Amy Korengut – filed 12/10/2014.....	Vol. XII - 1498
Order for Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014	Vol. XII - 1501
Clerk's Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014	Vol. XII - 1504
Order for Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014	Vol. XII - 1507
Clerk's Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014	Vol. XII - 1511
Order for Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014	Vol. XII - 1515
Clerk's Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014	Vol. XII - 1518
Order of Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014	Vol. XII - 1521
Clerk's Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014.....	Vol. XII - 1524
Order for Entry of Default Against Netta Source, LLC – filed 12/10/2014	Vol. XII - 1527
Clerk's Entry of Default Against Netta Source, LLC – filed 12/10/2014	Vol. XII - 1530
VP, Incorporated's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure – filed 12/11/2014	Vol. XII - 1533
Valiant Idaho, LLC's Reply to: (1) JV LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure; and (2) JV LLC's Cross-claim and Third Party Complaint – filed 12/15/2014.....	Vol. XII - 1541
Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014	Vol. XIII - 1555
Order on Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014	Vol. XIII - 1576
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014	Vol. XIII - 1596
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014.....	Vol. XIII - 1601
Stipulation to Entry of Judgment Against Dan S. Jacobson; Sage Holdings, LLC; and Steven G. Lazar – filed 01/02/2015	Vol. XIII - 1611
Order for Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015	Vol. XIII - 1633
Clerk's Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015	Vol. XIII - 1636

Order for Entry of Default Against Timberline Investments, LLC – filed 01/06/2015	Vol. XIII - 1639
Clerk’s Entry of Default Against Timberline Investments, LLC – filed 01/06/2015	Vol. XIII - 1642
Order on Stipulation to Entry of Judgment Against Dan S. Jacobson, Sage Holdings LLC and Steven G. Lazar – filed 01/06/2015	Vol. XIII - 1645
Stipulation for Settlement and Dismissal of JV, LLC’s Third Party Complaint Against Idaho Club Homeowner’s Association, Inc. – filed 01/09/2015.....	Vol. XIII - 1666
Stipulation to Entry of Judgment Against Idaho Club Homeowner’s Association, Inc. – filed 01/12/2015.....	Vol. XIII - 1673
Judgment (Dismissal of JV, LLC’s Third Party Complaint Against Idaho Club Homeowner’s Association, Inc.) – filed 01/15/2015	Vol. XIV - 1694
Order on Stipulation to Entry of Judgment Against Idaho Club Homeowner’s Association, Inc. – filed 01/15/2015	Vol. XIV - 1700
Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015.....	Vol. XIV - 1720
Memorandum in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015	Vol. XIV - 1725
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015	Vol. XV - 1747
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated (Continued) – filed 01/20/2015	Vol. XVI - 1884
Affidavit of Charles W. Reeves – filed 01/20/2015	Vol. XVII - 1912
Affidavit of Charles W. Reeves (Continued) – filed 01/20/2015	Vol. XVIII - 2039
Notice of Hearing on Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015	Vol. XVIII - 2070
JV, LLC’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment – filed 02/02/2015	Vol. XIX - 2076
JV, LLC’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment (Continued) – filed 02/02/2015	Vol. XX - 2210
JV’s Affidavit of James W. Berry Opposing Valiant’s Motion for Summary Judgment – filed 02/02/2015.....	Vol. XX - 2323
JV, LLC’s Motion to Vacate Valiant’s Hearing Date of February 18, 2015 on its Motion for Summary Judgment, Request for Continuance and Request for Hearing on Short Notice – filed 02/02/2015.....	Vol. XX - 2331
Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015.....	Vol. XX - 2337
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015	Vol. XXI - 2342
Order for Entry of Default Against Bar K, Inc. – filed 02/03/2015	Vol. XXI - 2353
Clerk’s Entry of Default Against Bar K, Inc. – filed 02/03/2015	Vol. XXI - 2356

Defendants North Idaho Resorts, LLC and VP Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/04/2015	Vol. XXI - 2359
Request for Judicial Notice – filed 02/04/2015	Vol. XXI - 2372
Declaration of Richard Villelli in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/04/2015	Vol. XXI - 2392
Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/04/2015	Vol. XXI - 2452
Order on Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/06/2015	Vol. XXII - 2473
Amended Notice of Hearing on Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/13/2015	Vol. XXII - 2493
Judgment (Pucci Construction, Inc.) – filed 02/18/2015	Vol. XXII - 2499
Judgment (ACI Northwest, Inc.) – filed 02/18/2015	Vol. XXII - 2502
JV, LLC's First Supplemental Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/27/2015	Vol. XXII - 2505
Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/02/2015	Vol. XXII - 2516
Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015	Vol. XXII - 2519
Supplemental Declaration of Jeff R. Sykes in Support of Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015.....	Vol. XXII - 2528
Memorandum in Reply to North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015	Vol. XXII - 2547
Order Granting Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/12/2015	Vol. XXII - 2557
Memorandum Decision & Order Granting Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 04/14/2015	Vol. XXII - 2560
JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 04/14/2015 and Request for Oral Argument Time/Date for a Hearing; Not Yet to be Set – filed 04/28/2015	Vol. XXII - 2579
Motion for Reconsideration and Clarification – filed 04/29/2015	Vol. XXII - 2596
Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification – filed 05/11/2015	Vol. XXII - 2598
Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015.....	Vol. XXII - 2600
Memorandum in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015 ...	Vol. XXII - 2605
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015	Vol. XXIII - 2612

Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015	
Vol. XXIII - 2627	
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015	Vol. XXIV - 2749
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015	Vol. I - 2751
Declaration of Pamela Lemieux in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015	Vol. XXIV - 2763
Defendants North Idaho Resorts, LLC and VP Incorporated's Second Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification – filed 05/26/2015	Vol. XXIV - 2771
Order for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015	Vol. XXIV - 2773
Clerk's Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015	Vol. XXIV - 2777
Renewed Motion for Reconsideration and Clarification – filed 06/16/2015	Vol. XXIV - 2781
Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 06/16/2015	Vol. XXIV - 2783
Memorandum Decision and Order Granting Motion for Entry of Final Judgment – filed 06.23/2015	Vol. XXIV - 2791
Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Reply to Plaintiff's Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification – filed 07/06/2015	Vol. XXIV - 2799
Memorandum in Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification – filed 07/06/2015	Vol. XXIV - 2804
Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 04/14/2015 – filed 07/06/2015	Vol. XXIV - 2820
Reply Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 07/07/2015 ...	Vol. XXIV - 2837
Objection to Proposed Final Judgment – filed 07/07/2015	Vol. XXIV - 2844
JV, LLC's Objection to Entry of Final Judgment – as Drafted by Valiant; and Request for a Hearing – filed 07/07/2015	Vol. XXIV - 2847
Memorandum Decision and Order re: 1) JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated's Motions to Reconsider 2) Valiant's Request for Entry of Proposed Final Judgment and Decree of Foreclosure and Sale – filed 07/21/2015	Vol. XXIV - 2856
Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015	Vol. XXV - 2880
Memorandum in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015	Vol. XXV - 2912
Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015	Vol. XXV - 2926

Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015	Vol. XXV - 2959
JV, LLC's Motion to Alter, Amend, and Reconsider the Court's Memorandum Decision and Order re: JV, LLC's Motions to Reconsider, and JV, LLC's Motion for Partial Summary Judgment for Affirmative Relief Concerning JV, LLC's Redemption Deed and as to Valiant's Redemption Deed; and Request for Hearing – filed 07/30/2015	Vol. XXV - 2967
Objection to Motion for an Order of Sale of Real Property – filed 08/04/2015	Vol. XXV - 2981
Declaration of Richard Villelli in Opposition to Valiant Idaho, LLC's Motion for Order of Sale – filed 08/04/2015	Vol. XXVI - 2987
Decree of Foreclosure – filed 08/05/2015	Vol. XXVI - 3075
Judgment – filed 08/05/2015	Vol. XXVI - 3082
JV, LLC's Defendants Trial Exhibit – filed 08/11/2015	Vol. XXVI - 3088
JV, LLC's Motion to Reconsider, Alter, and Amend the Judgment [Rule 11 (b) and Rule 52 (b)]; and Request for Hearing – filed 08/18/2015	Vol. XXVI - 3095
North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015	Vol. XXVII - 3114
North Idaho Resorts, LLC and VP, Inc.'s Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015	Vol. XXVII - 3116
Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015	Vol. XXVII - 3133
Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure – filed 08/19/2015	Vol. XXVII - 3240
Memorandum in Support of Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure – filed 08/19/2015	Vol. XXVII - 3244
Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVII - 3249
Memorandum in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3253
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3276
Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3280
Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3301
Notice of Hearing on Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3329
Notice of Special Appearance – filed 08/21/2015	Vol. XXVIII - 3334
VP Incorporated's Answer to JV, LLC's Cross-Claim – filed 08/21/2015	Vol. XXVIII - 3337

Stipulation for Settlement and for Judgment as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC – filed 08/24/2015	Vol. XXVIII - 3340
Memorandum in Opposition to JV, LLC’s Motion to Alter, Amend and to Reconsider filed 08/18/2015 – filed 08/25/2015	Vol. XXVIII - 3367
Memorandum in Opposition to JV, LLC’s Motion to Alter, Amend and to Reconsider the Court’s Memorandum Decision and Order dated July 21, 2015 – filed 08/26/2015	Vol. XXVIII - 3376
JV’s Supplemental Motion to Alter, Amend, Set Aside the Judgment, Based on Valiant’s Motions to Change the Order of Sale and Change the Decree of Foreclosure Pursuant to Rules 11 (b); 52 (b) and Rule 60 and Notice of Hearing – filed 08/26/2015	Vol. XXIX - 3386
Affidavit of James Berry on Behalf of JV, LLC – filed 08/26/2015	Vol. XXIX - 3401
North Idaho Resorts, LLC and VP, Inc.’s Memorandum in Opposition to Valiant Idaho’s Motion to Amend Degree of Foreclosure and Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/26/2015 Vol. XXIX - 3413	
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/26/2015	Vol. XXIX - 3424
Errata to Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/27/2015	Vol. XXIX - 3487
JV’s Reply to Valiant’s Memorandum in Opposition to JV’s Motion filed on 07/21/2015, and Motions to Strike – filed 08/31/2015	Vol. XXIX - 3499
Order Setting Trial and Pretrial Order – filed 09/03/2015	Vol. XXX - 3521
Memorandum Decision and Order Granting in Part Reconsideration of the July 21, 2015 Memorandum Decision & Order – filed 09/04/2015	Vol. XXX - 3527
JV, LLC’s Request for Clerk’s Minutes and Reporter’s Typed Transcript of Entire Proceeding Including the District Court’s Remarks and Rulings in Open Court on September 2, 2015 – filed 09/08/2015	Vol. XXX - 3533
Valiant Idaho, LLC’s Objection to JV, LLC’s Proposed Judgment Submitted 09/10/2015 (As Between Defendants JV, LLC and North Idaho Resorts, LLC/VP Incorporated) – filed 09/16/2015	Vol. XXX - 3538
Notice re: Proposed Judgment (as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC) – filed 09/17/2015	Vol. XXX - 3545
Order Vacating Decree of Foreclosure Entered on August 5, 2015 – filed 09/17/2015	Vol. XXX - 3549
Order Vacating Judgment Entered on August 5, 2015 – filed 09/17/2015	Vol. XXX - 3552
Subpoena Duces Tecum to First American Title Company – filed 09/18/2015	Vol. XXX - 3555
Second Subpoena Duces Tecum to First American Title Company – filed 09/18/2015	Vol. XXX - 3620
Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 09/25/2015	Vol. XXX - 3623
Memorandum in Support of Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 09/25/2015 Vol. XXXI - 3627	
Declaration of Barney Ng in Support of Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 09/25/2015 Vol. XXXI - 3658	

Valiant Idaho, LLC's Objections and Opposition to North Idaho Resorts, LLC and VP, Incorporated's Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/01/2015	Vol. XXXI - 3721
Affidavit of Service (Sandpoint Title Insurance) – filed 10/05/2015	Vol. XXXI - 3727
Affidavit of Service (First American Title) – filed 10/05/2015	Vol. XXXI - 3729
Affidavit of Service (Second on First American Title) – filed 10/05/2015	Vol. XXXI - 3731
Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/09/2015	Vol. XXXI - 3733
Memorandum in Support of Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/09/2015	Vol. XXXI - 3737
Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Reply to Plaintiff's Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification – filed 10/13/2015	Vol. XXXI - 3746
JV, LLC's Objection and Memorandum in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment and JV, LLC's Motion to Strike Valiant's Third Motion for Summary Judgment and Notice of Hearing for October 23, 2015 at 1:30 p.m. – filed 10/13/2015	Vol. XXXII - 3748
Affidavit of James Berry on Behalf of JV, LLC in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/13/2015	Vol. XXXII - 3778
Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/13/2015	Vol. XXXII - 3791
Defendants North Idaho Resorts, LLC and VP Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/13/2015.....	Vol. XXXII - 3810
Defendants North Idaho Resorts and VP, Incorporated's Motion for Judicial Notice of Barney Ng – filed 10/13/2015	Vol. XXXII - 3823
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 10/14/2015	Vol. XXXII - 3828
Motion to Strike Memoranda and Declarations/Affidavits in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment or, in the Alternative, Motion for Extension of Time to File Reply Memoranda – filed 10/16/2015	Vol. XXXII - 3864
Declaration of Chad M. Nicholson dated October 16, 2015 – filed 10/16/2015.....	Vol. XXXII - 3870
Defendants North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/16/2015	Vol. XXXII - 3879
JV, LLC's Response to Valiant's Motion to Strike Inadmissible Evidence – filed 10/19/2015	Vol. XXXIII - 3884
Memorandum in Reply to Defendant JV, LLC's Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015	Vol. XXXIII - 3892
Memorandum in Opposition to Defendant JV, LLC's Motion to Vacate Valiant's Hearing on October 23, 2015 – filed 10/20/2015	Vol. XXXIII - 3900
Declaration of Barney Ng in Support of Valiant Idaho, LLC's Reply to North Idaho Resorts, LLC's and VP, Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015	Vol. XXXIII - 3906

Motion to Shorten Time to Have Heard Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015	Vol. XXXIII - 3911
Declaration of Chad M. Nicholson dated October 20, 2015 – filed 10/20/2015.....	Vol. XXXIII - 3914
Memorandum in Reply to North Idaho Resorts, Inc. and VP, Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015.....	Vol. XXXIII - 3924
Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015	Vol. XXXIII - 3940
Memorandum in Support of Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015 Vol. XXXIII - 3945	
Amended Notice of Trial – filed 10/21/2015.....	Vol. XXXIII - 3953
Reply to JV, LLC's Response to Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/21/2015..	Vol. XXXIII - 3955
Reply to Defendants North Idaho Resorts, LLC's and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/21/2015	Vol. XXXIII - 3962
JV, LLC's Response to Valiant's Most Recent "Filings" and JV, LLC's Objection Thereto – filed 10/21/2015 Vol. XXXIII - 3972	
North Idaho Resorts, LLC and VP, Inc.'s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015.....	Vol. XXXIII - 3982
Motion for Enlargement of Time to File North Idaho Resorts, LLC and VP, Inc.'s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015	Vol. XXXIII - 3986
Errata to Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/22/2015	Vol. XXXIII - 3988
Defendants North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/22/2015	Vol. XXXIII - 3990
Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015	Vol. XXXIII - 3995
Defendants North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Support of Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015	Vol. XXXIII - 3997
Memorandum Decision & Order re: Motions Heard on October 23, 2015 – filed 10/30/2015	Vol. XXXIII - 4000
VP, Inc.'s Expert Witness Disclosure – filed 11/27/2015	Vol. XXXIV - 4020
VP, Inc.'s Lay Witness Disclosure – filed 11/27/2015.....	Vol. XXXIV - 4024
VP, Inc.'s Supplemental Expert Witness Disclosure – filed 12/04/2015	Vol. XXXIV - 4027
Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015 Vol. XXXIV - 4032	
Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/15/2015.....	Vol. XXXIV - 4034
Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015	Vol. XXXIV - 4036

Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc.(Continued) – filed 12/15/2015.....	Vol. XXXV - 4036
Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/15/2015.....	Vol. XXXV - 4051
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motions <i>In Limine</i> – filed 12/15/2015	Vol. XXXV - 4057
JV, LLC's Amended Exhibit List and Documents – filed 12/22/2015	Vol. XXXV - 4205
VP, Inc.'s and North Idaho Resorts, LLC's Response to Valiant's Motion <i>In Limine</i> – filed 12/22/2015	Vol. XXXV - 4221
JV, LLC's Objection to Valiant's Motion <i>In Limine</i> – filed 12/23/2015	Vol. XXXV - 4233
Reply Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/28/2015	Vol. XXXV - 4243
Reply Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/28/2015	Vol. XXXV - 4253
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Reply Memoranda re: Motions <i>In Limine</i> – filed 12/28/2015	Vol. XXXV - 4258
Order re: Valiant Idaho LLC's Motions <i>In Limine</i> – filed 12/29/2015	Vol. XXXV - 4266
VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/08/2016	Vol. XXXV - 4269
VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/11/2016	Vol. XXXV - 4273
VP, Inc.'s Exhibit List – filed 01/14/2016	Vol. XXXVI - 4278
Valiant Idaho, LLC's Identification of Trial Exhibits – filed 01/14/2016	Vol. XXXVI - 4286
Valiant Idaho, LLC's Identification of Trial Witnesses – filed 01/14/2016	Vol. XXXVI - 4294
VP, Inc.'s Amended Exhibit List – filed 01/15/2016.....	Vol. XXXVI - 4298
Valiant Idaho, LLC's Trial Brief – filed 01/21/2016	Vol. XXXVI - 4306
JV, LLC's Trial Memorandum – filed 01/22/2016	Vol. XXXVI - 4316
JV, LLC's Second Amended Exhibit List and Documents – filed 01/22/2016	Vol. XXXVI - 4363
Valiant Idaho, LLC's Trial Brief – filed 01/25/2016	Vol. XXXVI - 4394
JV, LLC's Third Amended Exhibit List and Documents – filed 01/26/2016	Vol. XXXVI - 4404
VP, Inc.'s Motion to Amend Answer to Assert an Affirmative Defense – filed 01/27/2016	Vol. XXXVII - 4413
JV, LLC's Fourth Amended Exhibit List and Documents – filed 03/11/2016	Vol. XXXVII - 4418
Valiant Idaho, LLC's Closing Argument – filed 03/14/2016	Vol. XXXVII - 4444
Declaration of William Haberman in Support of Valiant Idaho, LLC's Closing Argument – filed 03/14/2016	Vol. XXXVII - 4471
JV, LLC's Motion to Strike the Declaration of William Haberman – filed 04/18/2016.....	Vol. XXXVII - 4476

VP Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016	Vol. XXXVII - 4482
Memorandum in Support of VP, Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016 .	Vol. XXXVII - 4484
Order Denying Motions to Strike – filed 04/27/2016	Vol. XXXVII - 4487
JV, LLC's Post Trial Memorandum and Argument – filed 05/12/2016	Vol. XXXVII - 4489
VP's Closing Argument – filed 05/12/2016	Vol. XXXVII - 4535
Valiant Idaho, LLC's Response and Rebuttal to VP, Inc.'s Closing Argument – filed 05/26/2016	Vol. XXXVIII - 4551
Valiant Idaho, LLC's Response and Objections to JV, LLC's Post-trial Memorandum and Argument – filed 05/26/2016	Vol. XXXVII - 4574
Memorandum Decision and Order re: Court Trial held on January 28 and 29, and March 16 and 17, 2016 – filed 05/27/2016	Vol. XXXVII - 4589
Judgment – filed 06/22/2016	Vol. XXXVII - 4619
Judgment (Continued) – filed 06/22/2016	Vol. XXXIX - 4693
Judgment (Continued) – filed 06/22/2016	Vol. XL - 4806
Decree of Foreclosure – filed 06/22/2016	Vol. XL - 4910
Decree of Foreclosure (Continued) – filed 06/22/2016	Vol. XLI - 4940
Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 06/22/2016	Vol. XLI - 4985
Memorandum in Support of Valiant Idaho, LLC's Motion for Order of Sale of Real Property – filed 06/22/2016	Vol. XLI - 4997
Objection to Valiant Idaho's Second Motion for an Order of Sale of Real Property – filed 06/29/2016	Vol. XLI - 5015
Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016	Vol. XLI - 5019
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016	Vol. XLII - 5058
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016	Vol. XLIII - 5190
Order Requiring Submissions – filed 07/14/2016.....	Vol. XLIII - 5264
Order Vacating Judgment – filed 07/14/2016	Vol. XLIII - 5266
Order Vacating Decree of Foreclosure entered on June 22, 2016 – filed 07/14/2016	Vol. XLIII - 5268
Order re: Sale of Real Property – filed 07/14/2016	Vol. XLIII - 5270
JV, LLC's Proposed Judgment and Decree of Foreclosure and JV, LLC's Request for Additional Time of at Least 14 Days – filed 07/15/2016.....	Vol. XLIII - 5274
Order re: Proposed Judgment and Proposed Decree of Foreclosure – filed 07/13/2016	Vol. XLIII - 5303

JV, LLC's Objection and Motion to Disallow Valiant's Memorandum of Fees and Costs – filed 07/18/2016	Vol. XLIV - 5306
Decree of Foreclosure – filed 07/20/2016.....	Vol. XLIV - 5317
Decree of Foreclosure (Continued) – filed 07/20/2016	Vol. XLV - 5413
VP, Inc.'s Opposition to Valiant Idaho's Memorandum of Costs and Attorney Fees – filed 07/20/2016	Vol. XLV - 5503
JV, LLC's Motion to Alter, Amend and Reconsider re: 1. Memorandum Decision and Order 2. Judgment 3. Decree of Foreclosure 4. Order of Sale, and JV, LLC's Memorandum in Support and Request for Hearing – filed 08/02/2016	Vol. XLV - 5521
Order Denying JV, LLC's Request for Oral Argument – filed 08/03/2016.....	Vol. XLV - 5540
VP, Inc.'s Motion for a New Trial – filed 08/03/2016.....	Vol. XLV - 5542
VP, Inc.'s Motion for New Trial – filed 08/03/2016	Vol. XLV - 5544
Memorandum in Support of VP, Inc.'s Motion for New Trial – filed 08/03/2016.....	Vol. XLV - 5546
Declaration of Weeks in Support of VP, Inc.'s Motion for New Trial – filed 08/03/2016.....	Vol. XLVI - 5550
VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/03/2016	Vol. XLVI - 5553
Memorandum in Support of VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/04/2016.....	Vol. XLVI - 5555
Order Denying VP, Inc.'s Request for Oral Argument on Motion to Alter, Amend and Reconsider – filed 08/04/2016	Vol. XLVI - 5575
Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016	Vol. XLVI - 5577
Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Motion to Alter, Amend, and Reconsider re: (1) Memorandum Decision and Order; (2) Judgment; (3) Decree of Foreclosure; and (4) Order of Sale – filed 08/10/2016	Vol. XLVI - 5584
Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Memorandum Responses to VP, Inc.'s and JV, LLC's Objections and Motions to Disallow Memorandum of Costs and Attorney's Fees – filed 08/10/2016 ..	Vol. XLVI - 5591
Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion to Alter, Amend and Reconsider the Decree of Foreclosure and Judgment – filed 08/10/2016.....	Vol. XLVI - 5673
Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016	Vol. XLVI - 5682
Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016	Vol. XLVII - 5685
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016.....	Vol. XLVII - 5714
Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016.....	Vol. XLVII - 5728
Valiant Idaho, LLC's Memorandum in Response to VP, Inc.'s Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016.....	Vol. XLVII - 5746

Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/11/2016	Vol. XLVII - 5770
Reply Memorandum to Valiant's Opposition to Motion for New Trial – filed 08/15/2016	Vol. XLVII - 5787
Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider – filed 08/16/2016	Vol. XLVII - 5793
Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider (Continued) – filed 08/16/2016	Vol. XLVIII - 5815
Memorandum Decision Order Awarding Costs and Attorney's Fees to Valiant Idaho, LLC – filed 08/22/2016	Vol. XLVIII - 5829
Judgment re: Costs and Attorneys' Fees – filed 08/22/2016	Vol. XLVIII - 5844
JV, LLC's Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/24/2016	Vol. XLVIII - 5847
Declaration of Daniel M. Keyes in Support of VP and NIR's Opposition to Valiant Idaho's Motion for Sanctions – filed 08/24/2016	Vol. XLVIII - 5868
Defendant VP, Inc.'s and NIR, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Sanctions – filed 08/24/2016	Vol. XLVIII - 5886
Memorandum Decision Order Denying VP, Inc.'s Motion for New Trial – filed 08/25/2016	Vol. XLVIII - 5906
JV, LLC's Correction to its Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/25/2016	Vol. XLVIII - 5920
Memorandum Decision Order Denying Valiant Idaho, LLC's Motion for Sanctions – filed 08/29/2016	Vol. XLVIII - 5925
Notice of Appeal (NIR) – filed 09/09/2016	Vol. IL - 5941
Notice of Appeal (NIR) (Continued) – filed 09/09/2016	Vol. L - 6041
Notice of Appeal by JV, LLC – filed 09/20/2016	Vol. LI - 6137
Notice of Appeal by JV, LLC (Continued) – filed 09/20/2016	Vol. LII - 6267
Writ of Execution – filed 09/21/2016	Vol. LII - 6318
Writ of Execution (Continued) – filed 09/21/2016	Vol. LIII - 6396
Sheriff's Service on Writ of Execution – filed 09/21/2016	Vol. LIII - 6507
Notice of Levy Under Writ of Execution – filed 09/21/2016	Vol. LIII - 6508
Notice of Sheriff's Sale – filed 09/21/2016	Vol. LIV - 6531
Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016	Vol. LIV - 6562
Memorandum in Support of Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016	Vol. LIV - 6566
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016	Vol. LIV - 6573

Notice of Denial of Oral Argument for Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/23/2016	Vol. LIV - 6578
Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 09/23/2016	Vol. LIV - 6581
JV, LLC's Objection to Valiant's Motion for Relief from Automatic Stay and Memorandum in Support – filed 09/26/2016	Vol. LIV - 6589
VP, Inc. and NIR, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/28/2016	Vol. LIV - 6597
Memorandum in Reply to: (1) JV, LLC's Objection; and (2) VP, Inc. and North Idaho Resorts, LLC's Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/29/2016	Vol. LIV - 6603
Application and Declaration of Richard L. Stacey for Writ of Execution – filed 10/05/2016	Vol. LIV - 6608
Writ of Execution – filed 10/05/2016	Vol. LIV - 6611
Writ of Execution (Continued) – filed 10/05/2016	Vol. LV - 6667
Writ of Execution (Continued) – filed 10/05/2016	Vol. LVI - 6801
Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016	Vol. LVI - 6804
Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016	Vol. LVI - 6806
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 10/06/2016	Vol. LVI - 6812
Writ of Execution Against JV, LLC – filed 10/06/2016	Vol. LVI - 6814
Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated – filed 10/06/2016	Vol. LVI - 6820
Writ of Execution Against VP, Incorporated – filed 10/06/2016	Vol. LVI - 6822
Notice of Appeal (VP, Inc.) – filed 10/06/2016	Vol. LVI - 6828
Notice of Appeal (VP, Inc.) (Continued) – filed 10/06/2016	Vol. LVII - 6932
Notice of Amended Appeal (NIR, LLC) – filed 10/06/2016	Vol. LVII - 7031
Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016	Vol. LVIII - 7071
Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016	Vol. LIX - 7212
Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 10/07/2016	Vol. LIX - 7230
Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 10/07/2016	Vol. LIX - 7238
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7253
Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7255

Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7258
Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7260
Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016	Vol. LIX - 7263
Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016.....	Vol. LIX - 7265
Valiant Idaho, LLC’s Request for Additional Transcript and Record on Appeal – filed 10/20/2016	Vol. LIX - 7268
Valiant Idaho, LLC’s Amended Request for Additional Transcript and Record on Appeal – filed 10/20/2016.....	Vol. I - 7279
Notice of Levy (268811) – filed 10/31/2016	Vol. LIX - 7283
Writ of Execution Against VP, Incorporated for Boundary County (268811) – filed 10/31/2016	Vol. LIX - 7285
Notice of Sheriff’s Sale (268812) – filed 10/31/2016.....	Vol. LIX - 7288
Notice of Levy (268813) – filed 10/31/2016	Vol. LIX - 7291
Writ of Execution Against North Idaho Resorts, LLC for Boundary County (268813) – filed 10/31/2016	Vol. LIX - 7294
Notice of Sheriff’s Sale (268814) – filed 10/31/2016.....	Vol. LIX - 7297
Notice of Levy (268815) – filed 10/31/2016	Vol. LIX - 7300
Writ of Execution Against JV, LLC for Boundary County (268815) – filed 10/31/2016	Vol. LIX - 7303
Notice of Sheriff’s Sale (268816) – filed 10/31/2016.....	Vol. LIX - 7306
Cash Bond posted by JV, LLC \$21,154.60 – posted 11/02/2016	Vol. LIX - 7309
JV, LLC’s Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 11/02/2016	Vol. LIX - 7311
JV, LLC’s Third Party Claim (Idaho Code 11-203) – filed 11/02/2016.....	Vol. LX - 7341
Notice of Hearing – filed 11/03/2016	Vol. LX - 7357
Valiant Idaho, LLC’s Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution – filed 11/03/2016.....	Vol. LX - 7361
Memorandum in Support of Valiant Idaho, LLC’s Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution – filed 11/03/2016.....	Vol. LX - 7364
Motion to Shorten Time to Have Heard Valiant Idaho, LLC’s (1) Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7369
Order Shortening Time to Have Heard Valiant Idaho, LLC’s (1) Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7372
Valiant Idaho, LLC’s Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7375

Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7378
Supplemental Memorandum in Support of Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016	Vol. LX - 7387
Declaration of Sally Mitchell in Support of Supplemental Memorandum Supporting Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016	Vol. LX - 7392
Order re: JV, LLC's Third Party Claim and Motion for Stay of Execution – filed 11/04/2016	Vol. LX - 7399
Memorandum Decision Order Granting Valiant Idaho, LLC's Motion for Sanctions – filed 11/14/2016 .	Vol. LX - 7402
Sheriff's Certificate on Return of Service, Writ of Execution (NIR) – filed 11/18/2016	Vol. LX - 7411
Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 11/18/2016	Vol. LX - 7413
Sheriff's Certificate on Return of Service, Writ of Execution (VP, Inc.)– filed 11/18/2016	Vol. LX - 7424
Writ of Execution Against VP, Incorporated for Boundary County – filed 11/18/2016.....	Vol. LX - 7426
Withdrawal of Application for Stay - filed 11/22/2016	Vol. LX - 7436
Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016...	Vol. LX - 7438
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016	Vol. LX - 7442
JV's Objection, and Motion to Disallow Valiant's Memorandum of Attorney Costs and Fees – filed 12/02/2016	Vol. LX - 7447
Order Imposing Rule 11 Sanctions – filed 12/06/2016.....	Vol. LX - 7458
Judgment re: Rule 11 Sanctions – filed 12/06/2016	Vol. LX - 7462
Writ of Execution – filed 12/22/2016	Vol. LXI - 7464
Writ of Execution (Continued) – filed 12/22/2016	Vol. LXII - 7594
Notice of Levy Under Writ of Execution – filed 12/22/2016	Vol. LXII - 7657
Sheriff's Return on Sale – filed 12/22/2016	Vol. LXII - 7680
Sheriff's Return on Writ of Execution – filed 12/22/2016	Vol. LXII - 7714
Notice of Sheriff's Sale – filed 12/22/2016	Vol. LXIII - 7715
Sheriff's Certificate of Sale (Idaho Club – Parcel 1) – filed 12/22/2016	Vol. LXII - 7747
Sheriff's Certificate of Sale (Idaho Club – Parcel 2) – filed 12/22/2016	Vol. LXII - 7750
Sheriff's Certificate of Sale (Idaho Club – Parcel 5) – filed 12/22/2016	Vol. LXII - 7754
Sheriff's Certificate of Sale (Idaho Club – Parcel 8) – filed 12/22/2016	Vol. LXII - 7761
Sheriff's Certificate of Sale (Idaho Club – Parcel 9) – filed 12/22/2016	Vol. LXII - 7764

Sheriff's Certificate of Sale (Idaho Club – Parcel 10) – filed 12/22/2016	Vol. LXII - 7767
Sheriff's Certificate of Sale (Idaho Club – Parcel 11) – filed 12/22/2016	Vol. LXII - 7770
Sheriff's Certificate of Sale (Idaho Club – Parcel 12) – filed 12/22/2016	Vol. LXII - 7773
Sheriff's Certificate of Sale (Idaho Club – Parcel 13) – filed 12/22/2016	Vol. LXII - 7776
Sheriff's Certificate of Sale (Idaho Club – Parcel 14) – filed 12/22/2016	Vol. LXII - 7779
Sheriff's Certificate of Sale (Idaho Club – Parcel 15) – filed 12/22/2016	Vol. LXII - 7782
Sheriff's Certificate of Sale (Idaho Club – Parcel 16) – filed 12/22/2016	Vol. LXII - 7785
Sheriff's Certificate of Sale (Idaho Club – Parcel 17) – filed 12/22/2016	Vol. LXII - 7788
Sheriff's Certificate of Sale (Idaho Club – Parcel 19) – filed 12/22/2016	Vol. LXII - 7791
Sheriff's Certificate of Sale (Idaho Club – Parcel 20) – filed 12/22/2016	Vol. LXII - 7795
Sheriff's Certificate of Sale (Idaho Club – Parcel 21) – filed 12/22/2016	Vol. LXII - 7798
Sheriff's Certificate of Sale (Idaho Club – Parcel 22) – filed 12/22/2016	Vol. LXII - 7801
Sheriff's Certificate of Sale (Idaho Club – Parcel 23) – filed 12/22/2016	Vol. LXII - 7804
Sheriff's Certificate of Sale (Idaho Club – Parcel 24) – filed 12/22/2016	Vol. LXII - 7807
Sheriff's Certificate of Sale (Idaho Club – Parcel 25) – filed 12/22/2016	Vol. LXII - 7810
Sheriff's Certificate of Sale (Idaho Club – Parcel 26) – filed 12/22/2016	Vol. LXII - 7813
Sheriff's Certificate of Sale (Idaho Club – Parcel 27) – filed 12/22/2016	Vol. LXII - 7816
Sheriff's Certificate of Sale (Idaho Club – Parcel 28) – filed 12/22/2016	Vol. LXII - 7819
Sheriff's Certificate of Sale (Idaho Club – Parcel 29) – filed 12/22/2016	Vol. LXII - 7822
Sheriff's Certificate of Sale (Idaho Club – Parcel 30) – filed 12/22/2016	Vol. LXII - 7825
Sheriff's Certificate of Sale (Idaho Club – Parcel 31) – filed 12/22/2016	Vol. LXII - 7828
Sheriff's Certificate of Sale (Idaho Club – Parcel 32) – filed 12/22/2016	Vol. LXII - 7831
Sheriff's Certificate of Sale (Idaho Club – Parcel 33) – filed 12/22/2016	Vol. LXII - 7834
Sheriff's Certificate of Sale (Idaho Club – Parcel 34) – filed 12/22/2016	Vol. LXII - 7837
Sheriff's Certificate of Sale (Idaho Club – Parcel 35) – filed 12/22/2016	Vol. LXII - 7840
Sheriff's Certificate of Sale (Idaho Club – Parcel 36) – filed 12/22/2016	Vol. LXII - 7843
Sheriff's Certificate of Sale (Idaho Club – Parcel 37) – filed 12/22/2016	Vol. LXII - 7846
Sheriff's Certificate of Sale (Idaho Club – Parcel 38) – filed 12/22/2016	Vol. LXII - 7849
Sheriff's Certificate of Sale (Idaho Club – Parcel 39) – filed 12/22/2016	Vol. LXIV - 7852

Sheriff's Certificate of Sale (Idaho Club – Parcel 40) – filed 12/22/2016	Vol. LXIV - 7855
Sheriff's Certificate of Sale (Idaho Club – Parcel 41) – filed 12/22/2016	Vol. LXIV - 7858
Sheriff's Certificate of Sale (Idaho Club – Parcel 42) – filed 12/22/2016	Vol. LXIV - 7861
Sheriff's Certificate of Sale (Idaho Club – Parcel 43) – filed 12/22/2016	Vol. LXIV - 7864
Sheriff's Certificate of Sale (Idaho Club – Parcel 44) – filed 12/22/2016	Vol. LXIV - 7867
Sheriff's Certificate of Sale (Idaho Club – Parcel 45) – filed 12/22/2016	Vol. LXIV - 7870
Sheriff's Certificate of Sale (Idaho Club – Parcel 46) – filed 12/22/2016	Vol. LXIV - 7873
Sheriff's Certificate of Sale (Idaho Club – Parcel 47) – filed 12/22/2016	Vol. LXIV - 7876
Sheriff's Certificate of Sale (Idaho Club – Parcel 48) – filed 12/22/2016	Vol. LXIV - 7879
Sheriff's Certificate of Sale (Idaho Club – Parcel 49) – filed 12/22/2016	Vol. LXIV - 7881
Sheriff's Certificate of Sale (Idaho Club – Parcel 50) – filed 12/22/2016	Vol. LXIV - 7884
Sheriff's Certificate of Sale (Idaho Club – Parcel 51) – filed 12/22/2016	Vol. LXIV - 7887
Sheriff's Certificate of Sale (Idaho Club – Parcel 52) – filed 12/22/2016	Vol. LXIV - 7890
Sheriff's Certificate of Sale (Idaho Club – Parcel 53) – filed 12/22/2016	Vol. LXIV - 7893
Sheriff's Certificate of Sale (Idaho Club – Parcel 54) – filed 12/22/2016	Vol. LXIV - 7896
Sheriff's Certificate of Sale (Idaho Club – Parcel 55) – filed 12/22/2016	Vol. LXIV - 7899
Sheriff's Certificate of Sale (Idaho Club – Parcel 56) – filed 12/22/2016	Vol. LXIV - 7902
Sheriff's Certificate of Sale (Idaho Club – Parcel 57) – filed 12/22/2016	Vol. LXIV - 7905
Sheriff's Certificate of Sale (Idaho Club – Parcel 58) – filed 12/22/2016	Vol. LXIV - 7908
Sheriff's Certificate of Sale (Idaho Club – Parcel 59) – filed 12/22/2016	Vol. LXIV - 7911
Sheriff's Certificate of Sale (Idaho Club – Parcel 60) – filed 12/22/2016	Vol. LXIV - 7914
Sheriff's Certificate of Sale (Idaho Club – Parcel 61) – filed 12/22/2016	Vol. LXIV - 7917
Sheriff's Certificate of Sale (Idaho Club – Parcel 62) – filed 12/22/2016	Vol. LXIV - 7920
Sheriff's Certificate of Sale (Idaho Club – Parcel 63) – filed 12/22/2016	Vol. LXIV - 7923
Sheriff's Certificate of Sale (Idaho Club – Parcel 64) – filed 12/22/2016	Vol. LXIV - 7926
Sheriff's Certificate of Sale (Idaho Club – Parcel 65) – filed 12/22/2016	Vol. LXIV - 7929
Sheriff's Certificate of Sale (Idaho Club – Parcel 66) – filed 12/22/2016	Vol. LXIV - 7932
Sheriff's Certificate of Sale (Idaho Club – Parcel 67) – filed 12/22/2016	Vol. LXIV - 7935
Sheriff's Certificate of Sale (Idaho Club – Parcel 68) – filed 12/22/2016	Vol. LXIV - 7938

Sheriff's Certificate of Sale (Idaho Club – Parcel 69) – filed 12/22/2016	Vol. LXIV - 7942
Sheriff's Certificate of Sale (Idaho Club – Parcel 70) – filed 12/22/2016	Vol. LXIV - 7945
Sheriff's Certificate of Sale (Idaho Club – Parcel 71) – filed 12/22/2016	Vol. LXIV - 7950
Sheriff's Certificate of Sale (Idaho Club – Parcel 72) – filed 12/22/2016	Vol. LXIV - 7954
Sheriff's Certificate of Sale (Idaho Club – Parcel 73) – filed 12/22/2016	Vol. LXIV - 7957
Sheriff's Certificate of Sale (Idaho Club – Parcel 74) – filed 12/22/2016	Vol. LXIV - 7960
Sheriff's Certificate of Sale (Idaho Club – Parcel 75) – filed 12/22/2016	Vol. LXIV - 7963
Sheriff's Certificate of Sale (Idaho Club – Parcel 76) – filed 12/22/2016	Vol. LXIV - 7966
Sheriff's Certificate of Sale (Idaho Club – Parcel 77) – filed 12/22/2016	Vol. LXIV - 7969
Sheriff's Certificate of Sale (Idaho Club – Parcel 78) – filed 12/22/2016	Vol. LXIV - 7972
Sheriff's Certificate of Sale (Idaho Club – Parcel 79) – filed 12/22/2016	Vol. LXIV - 7975
Sheriff's Certificate of Sale (Idaho Club – Parcel 80) – filed 12/22/2016	Vol. LXIV - 7978
Sheriff's Certificate of Sale (Idaho Club – Parcel 81) – filed 12/22/2016	Vol. LXIV - 7981
Sheriff's Certificate of Sale (Idaho Club – Parcel 82) – filed 12/22/2016	Vol. LXIV - 7984
Sheriff's Certificate of Sale (Idaho Club – Parcel 83) – filed 12/22/2016	Vol. LXV - 7987
Sheriff's Certificate of Sale (Idaho Club – Parcel 84) – filed 12/22/2016	Vol. LXV - 7990
Sheriff's Certificate of Sale (Idaho Club – Parcel 85) – filed 12/22/2016	Vol. LXV - 7993
Sheriff's Certificate of Sale (Idaho Club – Parcel 86) – filed 12/22/2016	Vol. LXV - 7996
Sheriff's Certificate of Sale (Idaho Club – Parcel 87) – filed 12/22/2016	Vol. LXV - 7999
Sheriff's Certificate of Sale (Idaho Club – Parcel 88) – filed 12/22/2016	Vol. LXV - 8002
Sheriff's Certificate of Sale (Idaho Club – Parcel 89) – filed 12/22/2016	Vol. LXV - 8005
Sheriff's Certificate of Sale (Idaho Club – Parcel 90) – filed 12/22/2016	Vol. LXV - 8008
Sheriff's Certificate of Sale (Idaho Club – Parcel 91) – filed 12/22/2016	Vol. LXV - 8011
Sheriff's Certificate of Sale (Idaho Club – Parcel 92) – filed 12/22/2016	Vol. LXV - 8014
Sheriff's Certificate of Sale (Idaho Club – Parcel 93) – filed 12/22/2016	Vol. LXV - 8017
Sheriff's Certificate of Sale (Idaho Club – Parcel 94) – filed 12/22/2016	Vol. LXV - 8020
Sheriff's Certificate of Sale (Idaho Club – Parcel 95) – filed 12/22/2016	Vol. LXV - 8023
Sheriff's Certificate of Sale (Idaho Club – Parcel 96) – filed 12/22/2016	Vol. LXV - 8027
Sheriff's Certificate of Sale (Idaho Club – Parcel 97) – filed 12/22/2016	Vol. LXV - 8030

Sheriff's Certificate of Sale (Idaho Club – Parcel 98) – filed 12/22/2016	Vol. LXV - 8033
Sheriff's Certificate of Sale (Idaho Club – Parcel 99) – filed 12/22/2016	Vol. LXV - 8036
Sheriff's Certificate of Sale (Idaho Club – Parcel 100) – filed 12/22/2016	Vol. LXV - 8039
Sheriff's Certificate of Sale (Idaho Club – Parcel 101) – filed 12/22/2016	Vol. LXV - 8042
Sheriff's Certificate of Sale (Idaho Club – Parcel 102) – filed 12/22/2016	Vol. LXV - 8045
Sheriff's Certificate of Sale (Idaho Club – Parcel 103) – filed 12/22/2016	Vol. LXV - 8048
Sheriff's Certificate of Sale (Idaho Club – Parcel 104) – filed 12/22/2016	Vol. LXV - 8051
Sheriff's Certificate of Sale (Idaho Club – Parcel 105) – filed 12/22/2016	Vol. LXV - 8054
Sheriff's Certificate of Sale (Idaho Club – Parcel 106) – filed 12/22/2016	Vol. LXV - 8057
Sheriff's Certificate of Sale (Idaho Club – Parcel 107) – filed 12/22/2016	Vol. LXV - 8060
Sheriff's Certificate of Sale (Idaho Club – Parcel 108) – filed 12/22/2016	Vol. LXV - 8063
Sheriff's Certificate of Sale (Idaho Club – Parcel 109) – filed 12/22/2016	Vol. LXV - 8066
Sheriff's Certificate of Sale (Idaho Club – Parcel 110) – filed 12/22/2016	Vol. LXV - 8069
Sheriff's Certificate of Sale (Idaho Club – Parcel 111) – filed 12/22/2016	Vol. LXV - 8072
Sheriff's Certificate of Sale (Idaho Club – Parcel 112) – filed 12/22/2016	Vol. LXV - 8075
Sheriff's Certificate of Sale (Idaho Club – Parcel 113) – filed 12/22/2016	Vol. LXV - 8078
Sheriff's Certificate of Sale (Idaho Club – Parcel 114) – filed 12/22/2016	Vol. LXV - 8081
Sheriff's Certificate of Sale (Idaho Club – Parcel 115) – filed 12/22/2016	Vol. LXV - 8084
Sheriff's Certificate of Sale (Idaho Club – Parcel 116) – filed 12/22/2016	Vol. LXV - 8087
Sheriff's Certificate of Sale (Idaho Club – Parcel 117) – filed 12/22/2016	Vol. LXV - 8090
Sheriff's Certificate of Sale (Idaho Club – Parcel 118) – filed 12/22/2016	Vol. LXV - 8093
Sheriff's Certificate of Sale (Idaho Club – Parcel 119) – filed 12/22/2016	Vol. LXV - 8097
Sheriff's Certificate of Sale (Idaho Club – Parcel 120) – filed 12/22/2016	Vol. LXV - 8100
Sheriff's Certificate of Sale (Idaho Club – Parcel 122) – filed 12/22/2016	Vol. LXV - 8103
Sheriff's Certificate of Sale (Idaho Club – Parcel 123) – filed 12/22/2016	Vol. LXV - 8106
Sheriff's Certificate of Sale (Idaho Club – Parcel 124) – filed 12/22/2016	Vol. LXV - 8109
Sheriff's Certificate of Sale (Idaho Club – Parcel 125) – filed 12/22/2016	Vol. LXV - 8112
Sheriff's Certificate of Sale (Idaho Club – Parcel 126) – filed 12/22/2016	Vol. LXV - 8115
Sheriff's Certificate of Sale (Idaho Club – Parcel 127) – filed 12/22/2016	Vol. LXV - 8118

Sheriff's Certificate of Sale (Idaho Club – Parcel 128) – filed 12/22/2016	Vol. LXV - 8121
Sheriff's Certificate of Sale (Idaho Club – Parcel 129) – filed 12/22/2016	Vol. LXVI - 8124
Sheriff's Certificate of Sale (Idaho Club – Parcel 130) – filed 12/22/2016	Vol. LXVI - 8127
Sheriff's Certificate of Sale (Idaho Club – Parcel 131) – filed 12/22/2016	Vol. LXVI - 8130
Sheriff's Certificate of Sale (Idaho Club – Parcel 132) – filed 12/22/2016	Vol. LXVI - 8133
Sheriff's Certificate of Sale (Idaho Club – Parcel 133) – filed 12/22/2016	Vol. LXVI - 8136
Sheriff's Certificate of Sale (Idaho Club – Parcel 134) – filed 12/22/2016	Vol. LXVI - 8139
Sheriff's Certificate of Sale (Idaho Club – Parcel 135) – filed 12/22/2016	Vol. LXVI - 8142
Sheriff's Certificate of Sale (Idaho Club – Parcel 136) – filed 12/22/2016	Vol. LXVI - 8145
Sheriff's Certificate of Sale (Idaho Club – Parcel 137) – filed 12/22/2016	Vol. LXVI - 8148
Sheriff's Certificate of Sale (Idaho Club – Parcel 138) – filed 12/22/2016	Vol. LXVI - 8151
Sheriff's Certificate of Sale (Idaho Club – Parcel 139) – filed 12/22/2016	Vol. LXVI - 8154
Sheriff's Certificate of Sale (Idaho Club – Parcel 140) – filed 12/22/2016	Vol. LXVI - 8157
Sheriff's Certificate of Sale (Idaho Club – Parcel 141) – filed 12/22/2016	Vol. LXVI - 8160
Sheriff's Certificate of Sale (Idaho Club – Parcel 142) – filed 12/22/2016	Vol. LXVI - 8163
Sheriff's Certificate of Sale (Idaho Club – Parcel 143) – filed 12/22/2016	Vol. LXVI - 8166
Sheriff's Certificate of Sale (Idaho Club – Parcel 144) – filed 12/22/2016	Vol. LXVI - 8169
Sheriff's Certificate of Sale (Idaho Club – Parcel 145) – filed 12/22/2016	Vol. LXVI - 8172
Sheriff's Certificate of Sale (Idaho Club – Parcel 146) – filed 12/22/2016	Vol. LXVI - 8175
Sheriff's Certificate of Sale (Idaho Club – Parcel 147) – filed 12/22/2016	Vol. LXVI - 8178
Sheriff's Certificate of Sale (Idaho Club – Parcel 148) – filed 12/22/2016	Vol. LXVI - 8181
Sheriff's Certificate of Sale (Idaho Club – Parcel 149) – filed 12/22/2016	Vol. LXVI - 8184
Sheriff's Certificate of Sale (Idaho Club – Parcel 150) – filed 12/22/2016	Vol. LXVI - 8187
Sheriff's Certificate of Sale (Idaho Club – Parcel 151) – filed 12/22/2016	Vol. LXVI - 8190
Sheriff's Certificate of Sale (Idaho Club – Parcel 152) – filed 12/22/2016	Vol. LXVI - 8193
Sheriff's Certificate of Sale (Idaho Club – Parcel 153) – filed 12/22/2016	Vol. LXVI - 8196
Sheriff's Certificate of Sale (Idaho Club – Parcel 154) – filed 12/22/2016	Vol. LXVI - 8199
Sheriff's Certificate of Sale (Idaho Club – Parcel 155) – filed 12/22/2016	Vol. LXVI - 8202
Sheriff's Certificate of Sale (Idaho Club – Parcel 156) – filed 12/22/2016	Vol. LXVI - 8205

Sheriff's Certificate of Sale (Idaho Club – Parcel 157) – filed 12/22/2016	Vol. LXVI - 8208
Sheriff's Certificate of Sale (Idaho Club – Parcel 158) – filed 12/22/2016	Vol. LXVI - 8211
Sheriff's Certificate of Sale (Idaho Club – Parcel 159) – filed 12/22/2016	Vol. LXVI - 8214
Sheriff's Certificate of Sale (Idaho Club – Parcel 163) – filed 12/22/2016	Vol. LXVI - 8219
Sheriff's Certificate of Sale (Idaho Club – Parcel 177) – filed 12/22/2016	Vol. LXVI - 8223
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 01/09/2017	Vol. I - 8228
Writ of Execution Against JV, LLC – filed 01/09/2017	Vol. LXVI - 8232
Amended Notice of Appeal by JV, LLC IAR 17 (m), Request for Additional Clerk's Transcripts, and Request for Additional Court Reporter's Transcript – filed 01/13/2017	Vol. LXVI - 8235
Valiant Idaho, LLC's Amended Request for Additional Transcript and Record on Appeal – filed 01/30/2017	Vol. LXVII - 8254
Writ of Execution Against JV, LLC for Boundary County – filed 01/30/2017	Vol. LXVII - 8262
Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017	Vol. LXVII - 8268
Memorandum in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017	Vol. LXVII - 8271
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017	Vol. LXVII - 8279
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017	Vol. LXVIII - 8385
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017	Vol. LXIX - 8507
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017	Vol. LXX - 8634
JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/14/2017	Vol. LXX - 8709
Errata to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/15/2017	Vol. LXX - 8737
Valiant Idaho, LLC's Notice of Non-Objection to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit, and Errata Thereto – filed 02/16/2017	Vol. LXX - 8743
VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017	Vol. LXX - 8746
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017	Vol. LXX - 8756

Declaration of Richard Villelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment (Continued) – filed 02/17/2017 Vol. LXXI - 8770

Declaration of Daniel Keyes in Support of Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017 Vol. LXXI - 8801

Order re: JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit – filed 02/21/2017 Vol. LXXI - 8822

Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/22/2017 Vol. LXXI - 8827

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Faxed copy filed 02/22/2017..... Vol. LXXI - 8841

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Original filed 02/23/2017..... Vol. LXXI - 8845

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXII - 8908

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXIII - 9044

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXIV - 9180

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXV - 9318

Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/23/2017 Vol. LXXV - 9328

Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/06/2017 Vol. LXXV - 9341

Writ of Assistance – filed 03/06/2017 Vol. LXXV - 9361

Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 Vol. LXXV - 9386

Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 Vol. LXXV - 9388

Declaration of Richard Villelli in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 . Vol. LXXV - 9394

Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 Vol. LXXV - 9399

Memorandum in Support of Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 Vol. LXXV - 9402

Notice of Hearing on Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017	Vol. LXXV - 9409
Order Requesting Response Brief from Valiant Idaho, LLC – filed 03/27/2017	Vol. LXXV - 9413
Valiant Idaho, LLC's Notice of Hearing on VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, etc. – filed 03/28/2017	Vol. LXXV - 9415
Valiant Idaho, LLC's Application for an Extension to Respond to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 03/28/2017	Vol. LXXV - 9418
Order on Valiant Idaho, LLC's Application for an Extension to Respond to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2 – filed 03/28/2017	Vol. LXXV - 9421
VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order and Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/29/2017	Vol. LXXV - 9424
Valiant Idaho, LLC's Memorandum in Reply to VP, Incorporated's Opposition to Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/03/2017	Vol. LXXV - 9436
Sheriff's Certificate on Return of Service, Writ of Execution – filed 04/06/2017	Vol. LXXV - 9446
Writ of Execution Against JV, LLC – filed 04/06/2017	Vol. LXXVI - 9448
Notice to Counsel – filed 04/06/2017	Vol. LXXVI - 9453
Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017	Vol. LXXVI - 9455
Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017	Vol. LXXVII - 9573
Declaration of Steven B. Cordes, P.E., in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017	Vol. LXXVII - 9593
Writ of Assistance – filed 04/11/2017	Vol. LXXVII - 9635
Declaration of Jason Davis, Bonner County Deputy Sheriff – filed 04.11.2017	Vol. LXXVII - 9662
Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/12/2017	Vol. LXXVII - 9665
Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017	Vol. LXXVII - 9683
Valiant Idaho, LLC's Memorandum in Support of Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017	Vol. LXXVII - 9686
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017	Vol. LXXVII - 9696

Declaration of William Haberman in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017.....	Vol. LXXVII - 9703
Order on Valiant Idaho, LLC's Motion for a Temporary Restraining Order Against VP, Incorporated – filed 04/13/2017 Vol. LXXVII - 9707	
Valiant Idaho, LLC's Notice of Depost – filed 04/13/2017.....	Vol. LXXVIII - 9711
Motion to Dissolve Temporary Restraining Order – filed 04/13/2017.....	Vol. LXXVIII - 9714
Memorandum in Support of Motion to Dissolve Temporary Restraining Order – filed 04/14/2017. Vol. LXXVIII - 9716	
Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017.....	Vol. LXXVIII - 9733
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017.....	Vol. LXXVIII - 9736
Order Granting Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017.....	Vol. LXXVIII - 9742
Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/17/2017 Vol. LXXVIII - 9745	
Declaration of Richard Vilelli in Support of Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/18/2017	Vol. LXXVIII - 9758
Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017.....	Vol. LXXVIII - 9790
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017.....	Vol. LXXVIII - 9802
Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017.....	Vol. LXXVIII - 9815
Order Extending the Temporary Restraining Order Against VP, Incorporated – filed 04/20/2017... Vol. LXXVIII - 9819	
Corrected Certificate of Mailing – filed 04/21/2017.....	Vol. LXXVIII - 9823
Certificate of Mailing – filed 04/21/2017	Vol. LXXVIII - 9824
Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/25/2017 Vol. LXXVIII - 9825	
Notice of Hearing on North Idaho Resorts, LLC and VP, Inc.'s Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/26/2017.....	Vol. LXXVIII - 9836
Notice of Filing Proposed Order – filed 04/26/2017	Vol. LXXVIII - 9838
Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/26/2017 Vol. LXXIX - 9844	
Order on Valiant Idaho, LLC's Motion for an Injunction Against VP, Incorporated – filed 04/26/2017 Vol. LXXIX - 9853	
Memorandum Decision re: Valiant Idaho, LLC's Motion to Clarify – filed 04/27/2017.....	Vol. LXXIX - 9861

Order Granting Injunction – filed 04/28/2017	Vol. LXXIX - 9871
Order Granting Appellants VP, Incorporated’s and North Idaho Resorts, LLC’s Objections to Lodged Record and Objections to Certificate of Mailing – filed 05/01/2017.....	Vol. LXXIX - 9879
Valiant Idaho, LLC’s Notice of Objection to the Consolidated Clerk’s Record on Appeal – filed 05/02/2017	Vol. LXXIX - 9883
Order Granting Respondent Valiant Idaho, LLC’s Objection to the Consolidated Clerk’s Record on Appeal – filed 05/03/2017	Vol. LXXIX - 9900
Order Partially Vacating the Court’s May 1, 2017 Order Granting NIR’s and VP’s Objection to Lodged Record – filed 05/03/2017	Vol. LXXIX - 9904
JV, LLC’s Objection to Clerk’s Record and motion to Correct and Make Additions to Clerk’s Record – filed 05/04/2017	Vol. LXXIX - 9907
Order Granting Appellant JV, LLC’s Objection to Clerk’s Record and Motion to Make Additions to Clerk’s Record – filed 05/05/2017	Vol. LXXIX - 9928
Amended Notice of Appeal – filed 05/25/2017	Vol. LXXIX - 9931
Clerk’s Certificate of Record – dated XX/XX/2017.....	Vol. LXXIX - 9947
Clerk’s Certificate of Exhibits – dated 04/28/2017.....	Vol. LXXIX - 9948
Clerk’s Certificate of Service – dated 04/28/2017.....	Vol. LXXIX - 9955

INDEX

Acceptance of Service by VP, Incorporated of Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 10/03/2014	Vol. VII - 908
ACI Northwest, Inc.'s Responsive Pleading to Valiant Idaho, LLC's Counterclaim, Cross-Claim, and Third-Party Complaint for Judicial Foreclosure – filed 09/29/2014	Vol. VII - 904
Acknowledgment of Service of Summons and Complaint (North Idaho Resorts, LLC) – filed 04/07/2010	Vol. II - 199
Acknowledgment of Service of Summons and Complaint (VP Inc.) – filed 04/07/2010	Vol. I - 197
Administrative Order – filed 09/27/2011	Vol. II - 267
Affidavit of Charles Reeves in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014	Vol. V - 551
Affidavit of Charles W. Reeves – filed 01/20/2015	Vol. XVII - 1912
Affidavit of Charles W. Reeves (Continued) – filed 01/20/2015	Vol. XVIII - 2039
Affidavit of Farley Dakan in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014.	Vol. IV - 532
Affidavit of James Berry on Behalf of JV, LLC – filed 08/26/2015	Vol. XXIX - 3401
Affidavit of James Berry on Behalf of JV, LLC in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/13/2015	Vol. XXXII - 3778
Affidavit of Non-Military Service in Support of Motion for Entry of Default of Amy Korengut – filed 12/08/2014 ..	Vol. XI - 1409
Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC's Motion to Lift Automatic Stay – filed 06/26/2013 ..	Vol. III - 343
Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013	Vol. III - 365
Affidavit of Service – filed 03/11/2011	Vol. II - 244
Affidavit of Service – filed 10/20/2014	Vol. VIII - 965
Affidavit of Service (First American Title) – filed 10/05/2015	Vol. XXXI - 3729
Affidavit of Service (Sandpoint Title Insurance) – filed 10/05/2015	Vol. XXXI - 3727
Affidavit of Service (Second on First American Title) – filed 10/05/2015	Vol. XXXI - 3731
Affidavit of Stanley J. Tharp in Support of Defendant Wells Fargo's Motion to Dismiss with Prejudice – filed 01/23/2012	Vol. II - 302
Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013	Vol. III - 412

Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015	Vol. XXVII - 3133
Affidavit of Toby McLaughlin in Support of Third Party Defendant Panhandle Management Incorporated's Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014	Vol. IX - 1015
Affidavit of Toby McLaughlin in Support of Third Party Defendant Idaho Club Homeowner's Association Inc.'s Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014	Vol. IX - 1100
Amended Notice of Appeal – filed 05/25/2017	Vol. LXXIX - 9931
Amended Notice of Appeal by JV, LLC IAR 17 (m), Request for Additional Clerk's Transcripts, and Request for Additional Court Reporter's Transcript – filed 01/13/2017	Vol. LXVI - 8235
Amended Notice of Hearing on Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/13/2015	Vol. XXII - 2493
Amended Notice of Trial – filed 10/21/2015	Vol. XXXIII - 3953
Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/15/2014	Vol. VII - 844
Answer, Counterclaims, Cross-claims and Third Party Complaint of Defendant ACI Northwest, Inc. – filed 08/09/2010	Vol. II - 204
Application and Declaration of Richard L. Stacey for Writ of Execution – filed 10/05/2016	Vol. LIV - 6608
Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016	Vol. LVI - 6804
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 10/06/2016	Vol. LVI - 6812
Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated – filed 10/06/2016	Vol. LVI - 6820
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7253
Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7258
Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016	Vol. LIX - 7263
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 01/09/2017	Vol. I - 8228
Assignment of District Court Cases – filed 11/15/2011	Vol. II - 295
Cash Bond posted by JV, LLC \$21,154.60 – posted 11/02/2016	Vol. LIX - 7309
Certificate of Mailing – filed 04/21/2017	Vol. LXXVIII - 9824
Clerk's Certificate of Exhibits – dated 04/28/2017	Vol. LXXIX - 9948
Clerk's Certificate of Record – dated XX/XX/2017	Vol. LXXIX - 9947

Clerk's Certificate of Service – dated 04/28/2017	Vol. LXXIX - 9955
Clerk's Entry of Default (Genesis Golf Builders) – filed 08/15/2013	Vol. III - 389
Clerk's Entry of Default (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 433
Clerk's Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013	Vol. III - 397
Clerk's Entry of Default Against Amy Korengut – filed 12/10/2014.....	Vol. XII - 1498
Clerk's Entry of Default Against Bar K, Inc. – filed 02/03/2015	Vol. XXI - 2356
Clerk's Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014	Vol. XII - 1518
Clerk's Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014	Vol. VII - 900
Clerk's Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014	Vol. XII - 1511
Clerk's Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015	Vol. XIII - 1636
Clerk's Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014	Vol. XII - 1504
Clerk's Entry of Default Against Netta Source, LLC – filed 12/10/2014	Vol. XII - 1530
Clerk's Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014	Vol. XII - 1524
Clerk's Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/22/2014	Vol. VIII - 973
Clerk's Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015	Vol. XXIV - 2777
Clerk's Entry of Default Against Timberline Investments, LLC – filed 01/06/2015	Vol. XIII - 1642
Clerk's Record on Appeal.....	Vol. I - 2
Complaint – filed 10/13/2009	Vol. I - 172
Complaint for Judicial Foreclosure – filed 11/19/2014	Vol. X - 1242
Corrected Certificate of Mailing – filed 04/21/2017.....	Vol. LXXVIII - 9823
Cross-defendant, VP, Incorporated's Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC's Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/01/2014	Vol. XI - 1377
Declaration of Barney Ng in Support of Valiant Idaho, LLC's Reply to North Idaho Resorts, LLC's and VP, Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015	Vol. XXXIII - 3906
Declaration of Barney Ng in Support of Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 09/25/2015	Vol. XXXI - 3658
Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015	Vol. XXIII - 2627

Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015	Vol. XXV - 2926
Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3301
Declaration of Chad M. Nicholson dated October 16, 2015 – filed 10/16/2015.....	Vol. XXXII - 3870
Declaration of Chad M. Nicholson dated October 20, 2015 – filed 10/20/2015.....	Vol. XXXIII - 3914
Declaration of Chad M. Nicholson in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014.....	Vol. IV - 451
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3276
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Reply Memoranda re: Motions <i>In Limine</i> – filed 12/28/2015	Vol. XXXV - 4258
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017.....	Vol. LXXVIII - 9736
Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015.....	Vol. XXV - 2959
Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3280
Declaration of Daniel Keyes in Support of Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017	Vol. LXXI - 8801
Declaration of Daniel M. Keyes in Support of VP and NIR's Opposition to Valiant Idaho's Motion for Sanctions – filed 08/24/2016	Vol. XLVIII - 5868
Declaration of Jason Davis, Bonner County Deputy Sheriff – filed 04/11/2017.....	Vol. LXXVII - 9662
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014	Vol. VII - 884
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014.....	Vol. VIII - 918
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015	Vol. XV - 1747
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated (Continued) – filed 01/20/2015.....	Vol. XVI - 1884
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015.....	Vol. XXI - 2342
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015	Vol. XXIII - 2612
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015.....	Vol. I - 2751

Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016..... Vol. XLVII - 5714

Declaration of Pamela Lemieux in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015..... Vol. XXIV - 2763

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Faxed copy filed 02/22/2017..... Vol. LXXI - 8841

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Original filed 02/23/2017..... Vol. LXXI - 8845

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXII - 8908

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXIII - 9044

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXIV - 9180

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXV - 9318

Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant, Idaho LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014 Vol. V - 674

Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014 Vol. VI - 674

Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014 Vol. VIII - 933

Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 10/06/2014 Vol. VIII - 946

Declaration of Richard L. Stacey in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-claimant R.C. Worst & Company, Inc. – filed 04/29/2014 Vol. IV - 498

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014 Vol. XI - 1387

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014 Vol. XI - 1399

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014 Vol. XII - 1419

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014..... Vol. XII - 1434

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014	Vol. XII - 1449
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014	Vol. XII - 1464
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014	Vol. XII - 1479
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014.....	Vol. XIII - 1601
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motions <i>In Limine</i> – filed 12/15/2015	Vol. XXXV - 4057
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016	Vol. XLII - 5058
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016	Vol. XLIII - 5190
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016	Vol. LIV - 6573
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016.....	Vol. LX - 7442
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017	Vol. LXVII - 8279
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017	Vol. LXVIII - 8385
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017	Vol. LXIX - 8507
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017	Vol. LXX - 8634
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017	Vol. LXXVII - 9696
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017.....	Vol. LXXVIII - 9802
Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Memorandum Responses to VP, Inc.'s and JV, LLC's Objections and Motions to Disallow Memorandum of Costs and Attorney's Fees – filed 08/10/2016 ..	Vol. XLVI - 5591
Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016	Vol. XLVII - 5685
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/04/2015	Vol. XXI - 2392
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion for Order of Sale – filed 08/04/2015..	Vol. XXVI - 2987

Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/26/2015 Vol. XXIX - 3424

Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 10/14/2015 Vol. XXXII - 3828

Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017 .. Vol. LXX - 8756

Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment (Continued) – filed 02/17/2017 Vol. LXXI - 8770

Declaration of Richard Vilelli in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 Vol. LXXV - 9394

Declaration of Richard Vilelli in Support of Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/18/2017..... Vol. LXXVIII - 9758

Declaration of Sally Mitchell in Support of Supplemental Memorandum Supporting Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016 Vol. LX - 7392

Declaration of Steven B. Cordes, P.E., in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 Vol. LXXVII - 9593

Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/13/2015 Vol. XXXII - 3791

Declaration of Weeks in Support of VP, Inc.'s Motion for New Trial – filed 08/03/2016..... Vol. XLVI - 5550

Declaration of William Haberman in Support of Valiant Idaho, LLC's Closing Argument – filed 03/14/2016 Vol. XXXVII - 4471

Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 Vol. LXXVI - 9455

Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 Vol. LXXVII - 9573

Declaration of William Haberman in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 Vol. LXXVII - 9703

Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017..... Vol. LXXVIII - 9815

Decree of Foreclosure – filed 06/22/2016 Vol. XL - 4910

Decree of Foreclosure – filed 07/20/2016..... Vol. XLIV - 5317

Decree of Foreclosure – filed 08/05/2015 Vol. XXVI - 3075

Decree of Foreclosure (Continued) – filed 06/22/2016 Vol. XLI - 4940

Decree of Foreclosure (Continued) – filed 07/20/2016	Vol. XLV - 5413
Default Judgment (Genesis Golf Builders) – filed 08/15/2013.....	Vol. III - 383
Default Judgment (Genesis Golf Builders) – filed 08/29/2013	Vol. III - 402
Default Judgment (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 428
Defendant North Idaho Resorts, LLC’s Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/04/2014	Vol. VI - 771
Defendant VP, Inc.’s and NIR, LLC’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Sanctions – filed 08/24/2016	Vol. XLVIII - 5886
Defendant VP, Incorporated’s Request for Extension of Time to Respond to Valiant Idaho, LLC’s Motion for Leave to Amend Answer to Aliege a Counterclaim and Cross-claim, and to Serve Third Party – filed 11/12/2014....	Vol. X - 1153
Defendants North Idaho Resorts and VP, Incorporated’s Motion for Judicial Notice of Barney Ng – filed 10/13/2015	Vol. XXXII - 3823
Defendants North Idaho Resorts, LLC and VP Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment – filed 02/04/2015.....	Vol. XXI - 2359
Defendants North Idaho Resorts, LLC and VP Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 10/13/2015.....	Vol. XXXII - 3810
Defendants North Idaho Resorts, LLC and VP Incorporated’s Second Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification – filed 05/26/2015	Vol. XXIV - 2771
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion to Strike Inadmissible Evidence – filed 10/16/2015	Vol. XXXII - 3879
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Second Motion to Strike Inadmissible Evidence – filed 10/22/2015.....	Vol. XXXIII - 3990
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Memorandum in Support of Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015	Vol. XXXIII - 3997
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/02/2015	Vol. XXII - 2516
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification – filed 05/11/2015	Vol. XXII - 2598
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Reply to Plaintiff’s Opposition to North Idaho Resorts, LLC and VP, Inc.’s Renewed Motion for Reconsideration and Clarification – filed 07/06/2015	Vol. XXIV - 2799
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Reply to Plaintiff’s Opposition to North Idaho Resorts, LLC and VP, Inc.’s Renewed Motion for Reconsideration and Clarification – filed 10/13/2015	Vol. XXXI - 3746
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015.....	Vol. XXXIII - 3995
Errata to Declaration of Richard Villell in Opposition to Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/27/2015	Vol. XXIX - 3487

Errata to Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/22/2015	Vol. XXXIII - 3988
Errata to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/15/2017	Vol. LXX - 8737
Findings re: R.E. Loans, LLC's Motions for Summary Judgment Against ACI Northwest, Inc. – filed 07/21/2014 .	Vol. V - 647
Index	Vol. I - 34
Judgment – filed 06/22/2016	Vol. XXXVII - 4619
Judgment – filed 07/21/2014	Vol. V - 653
Judgment – filed 08/05/2015	Vol. XXVI - 3082
Judgment (ACI Northwest, Inc.) – filed 02/18/2015	Vol. XXII - 2502
Judgment (Continued) – filed 06/22/2016	Vol. XI - 4806
Judgment (Continued) – filed 06/22/2016	Vol. XXXIX - 4693
Judgment (Dismissal of JV, LLC's Third Party Complaint Against Idaho Club Homeowner's Association, Inc.) – filed 01/15/2015	Vol. XIV - 1694
Judgment (Pucci Construction, Inc.) – filed 02/18/2015	Vol. XXII - 2499
Judgment re: Costs and Attorneys' Fees – filed 08/22/2016	Vol. XLVIII - 5844
Judgment re: Rule 11 Sanctions – filed 12/06/2016	Vol. LX - 7462
JV, LLC's Amended Exhibit List and Documents – filed 12/22/2015	Vol. XXXV - 4205
JV, LLC's Correction to its Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/25/2016	Vol. XLVIII - 5920
JV, LLC's Defendants Trial Exhibit – filed 08/11/2015	Vol. XXVI - 3088
JV, LLC's First Supplemental Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/27/2015	Vol. XXII - 2505
JV, LLC's Fourth Amended Exhibit List and Documents – filed 03/11/2016	Vol. XXXVII - 4418
JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/02/2015	Vol. XIX - 2076
JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment (Continued) – filed 02/02/2015	Vol. XX - 2210
JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 11/02/2016.....	Vol. LIX - 7311
JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/14/2017	Vol. LXX - 8709

JV, LLC's Motion to Alter, Amend and Reconsider re: 1. Memorandum Decision and Order 2. Judgment 3. Decree of Foreclosure 4. Order of Sale, and JV, LLC's Memorandum in Support and Request for Hearing – filed 08/02/2016	Vol. XLV - 5521
JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 04/14/2015 and Request for Oral Argument Time/Date for a Hearing; Not Yet to be Set – filed 04/28/2015	Vol. XXII - 2579
JV, LLC's Motion to Alter, Amend, and Reconsider the Court's Memorandum Decision and Order re: JV, LLC's Motions to Reconsider, and JV, LLC's Motion for Partial Summary Judgment for Affirmative Relief Concerning JV, LLC's Redemption Deed and as to Valiant's Redemption Deed; and Request for Hearing – filed 07/30/2015	Vol. XXV - 2967
JV, LLC's Motion to Reconsider, Alter, and Amend the Judgment [Rule 11 (b) and Rule 52 (b)]; and Request for Hearing – filed 08/18/2015	Vol. XXVI - 3095
JV, LLC's Motion to Strike the Declaration of William Haberman – filed 04/18/2016	Vol. XXXVII - 4476
JV, LLC's Motion to Vacate Valiant's Hearing Date of February 18, 2015 on its Motion for Summary Judgment, Request for Continuance and Request for Hearing on Short Notice – filed 02/02/2015	Vol. XX - 2331
JV, LLC's Objection and Memorandum in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment and JV, LLC's Motion to Strike Valiant's Third Motion for Summary Judgment and Notice of Hearing for October 23, 2015 at 1:30 p.m. – filed 10/13/2015	Vol. XXXII - 3748
JV, LLC's Objection and Motion to Disallow Valiant's Memorandum of Fees and Costs – filed 07/18/2016	Vol. XLIV - 5306
JV, LLC's Objection to Clerk's Record and motion to Correct and Make Additions to Clerk's Record – filed 05/04/2017	Vol. LXXIX - 9907
JV, LLC's Objection to Entry of Final Judgment – as Drafted by Valiant; and Request for a Hearing – filed 07/07/2015	Vol. XXIV - 2847
JV, LLC's Objection to Valiant's Motion for Relief from Automatic Stay and Memorandum in Support – filed 09/26/2016	Vol. LIV - 6589
JV, LLC's Objection to Valiant's Motion <i>In Limine</i> – filed 12/23/2015	Vol. XXXV - 4233
JV, LLC's Post Trial Memorandum and Argument – filed 05/12/2016	Vol. XXXVII - 4489
JV, LLC's Proposed Judgment and Decree of Foreclosure and JV, LLC's Request for Additional Time of at Least 14 Days – filed 07/15/2016	Vol. XLIII - 5274
JV, LLC's Request for Clerk's Minutes and Reporter's Typed Transcript of Entire Proceeding Including the District Court's Remarks and Rulings in Open Court on September 2, 2015 – filed 09/08/2015	Vol. XXX - 3533
JV, LLC's Response to Valiant's Most Recent "Filings" and JV, LLC's Objection Thereto – filed 10/21/2015	Vol. XXXIII - 3972
JV, LLC's Response to Valiant's Motion to Strike Inadmissible Evidence – filed 10/19/2015	Vol. XXXIII - 3884
JV, LLC's Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/24/2016	Vol. XLVIII - 5847
JV, LLC's Second Amended Exhibit List and Documents – filed 01/22/2016	Vol. XXXVI - 4363

JV, LLC's Special Appearance Contesting Jurisdiction; and JV, LLC's Answer to Complaint; and JV, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure; and JV, LLC's Cross-claim; and JV, LLC's Third Party Complaint – filed 09/15/2014	Vol. VII - 784
JV, LLC's Third Amended Exhibit List and Documents – filed 01/26/2016	Vol. XXXVI - 4404
JV, LLC's Third Party Claim (Idaho Code 11-203) – filed 11/02/2016	Vol. LX - 7341
JV, LLC's Trial Memorandum – filed 01/22/2016	Vol. XXXVI - 4316
JV's Affidavit of James W. Berry Opposing Valiant's Motion for Summary Judgment – filed 02/02/2015...Vol. XX - 2323	
JV's Objection, and Motion to Disallow Valiant's Memorandum of Attorney Costs and Fees – filed 12/02/2016 Vol. LX - 7447	
JV's Reply to Valiant's Memorandum in Opposition to JV's Motion filed on 07/21/2015, and Motions to Strike – filed 08/31/2015	Vol. XXIX - 3499
JV's Supplemental Motion to Alter, Amend, Set Aside the Judgment, Based on Valiant's Motions to Change the Order of Sale and Change the Decree of Foreclosure Pursuant to Rules 11 (b); 52 (b) and Rule 60 and Notice of Hearing – filed 08/26/2015	Vol. XXIX - 3386
Memorandum Decision & Order Granting Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 04/14/2015	Vol. XXII - 2560
Memorandum Decision & Order re: Motions Heard on October 23, 2015 – filed 10/30/2015	Vol. XXXIII - 4000
Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider – filed 08/16/2016	Vol. XLVII - 5793
Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider (Continued) – filed 08/16/2016	Vol. XLVIII - 5815
Memorandum Decision and Order Granting in Part Reconsideration of the July 21, 2015 Memorandum Decision & Order – filed 09/04/2015.....	Vol. XXX - 3527
Memorandum Decision and Order Granting Motion for Entry of Final Judgment – filed 06/23/2015	Vol. XXIV - 2791
Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 10/07/2016.....	Vol. LIX - 7230
Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/06/2017 Vol. LXXV - 9341	
Memorandum Decision and Order re: 1) JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated's Motions to Reconsider 2) Valiant's Request for Entry of Proposed Final Judgment and Decree of Foreclosure and Sale – filed 07/21/2015	Vol. XXIV - 2856
Memorandum Decision and Order re: Court Trial held on January 28 and 29, and March 16 and 17, 2016 – filed 05/27/2016	Vol. XXXVII - 4589
Memorandum Decision Order Awarding Costs and Attorney's Fees to Valiant Idaho, LLC – filed 08/22/2016	Vol. XLVIII - 5829

Memorandum Decision Order Denying Valiant Idaho, LLC's Motion for Sanctions – filed 08/29/2016.....	Vol. XLVIII - 5925
Memorandum Decision Order Denying VP, Inc.'s Motion for New Trial – filed 08/25/2016	Vol. XLVIII - 5906
Memorandum Decision Order Granting Valiant Idaho, LLC's Motion for Sanctions – filed 11/14/2016 .	Vol. LX - 7402
Memorandum Decision re: Valiant Idaho, LLC's Motion to Clarify – filed 04/27/2017	Vol. LXXIX - 9861
Memorandum in Opposition to Defendant JV, LLC's Motion to Vacate Valiant's Hearing on October 23, 2015 – filed 10/20/2015	Vol. XXXIII - 3900
Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 04/14/2015 – filed 07/06/2015	Vol. XXIV - 2820
Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider filed 08/18/2015 – filed 08/25/2015	Vol. XXVIII - 3367
Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order dated July 21, 2015 – filed 08/26/2015	Vol. XXVIII - 3376
Memorandum in Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification – filed 07/06/2015.....	Vol. XXIV - 2804
Memorandum in Opposition to VP, Incorporated's Motion to Dismiss Third Party Complaint or, in the Alternative, Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014	Vol. VIII - 982
Memorandum in Reply to Defendant JV, LLC's Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015	Vol. XXXIII - 3892
Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015	Vol. XXII - 2519
Memorandum in Reply to North Idaho Resorts, Inc. and VP, Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015.....	Vol. XXXIII - 3924
Memorandum in Reply to North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015	Vol. XXII - 2547
Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/22/2017	Vol. LXXI - 8827
Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/23/2017	Vol. LXXV - 9328
Memorandum in Reply to: (1) JV, LLC's Objection; and (2) VP, Inc. and North Idaho Resorts, LLC's Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/29/2016	Vol. LIV - 6603
Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017	Vol. LXXV - 9388
Memorandum in Support of Motion to Dissolve Temporary Restraining Order – filed 04/14/2017.	Vol. LXXVIII - 9716
Memorandum in Support of R.E. Loans, LLC's Motion to Lift Automatic Stay (Mortgage Fund '08 LLC) – filed 06/26/2013	Vol. III - 339

Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 06/16/2015..... Vol. XXIV - 2783

Memorandum in Support of Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/03/2016 Vol. LX - 7364

Memorandum in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015 Vol. XXV - 2912

Memorandum in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015 ... Vol. XXII - 2605

Memorandum in Support of Valiant Idaho, LLC's Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014 Vol. XI - 1371

Memorandum in Support of Valiant Idaho, LLC's Motion for Order of Sale of Real Property – filed 06/22/2016 Vol. XLI - 4997

Memorandum in Support of Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016 Vol. LIV - 6566

Memorandum in Support of Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 Vol. XIV - 1725

Memorandum in Support of Valiant Idaho, LLC's Motion *In Limine* re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015 Vol. XXXIV - 4036

Memorandum in Support of Valiant Idaho, LLC's Motion *In Limine* re: North Idaho Resorts, LLC and VP, Inc.(Continued) – filed 12/15/2015..... Vol. XXXV - 4036

Memorandum in Support of Valiant Idaho, LLC's Motion *In Limine* re: JV, LLC – filed 12/15/2015..... Vol. XXXV - 4051

Memorandum in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 Vol. XXVIII - 3253

Memorandum in Support of Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure – filed 08/19/2015 Vol. XXVII - 3244

Memorandum in Support of Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 Vol. LXXV - 9402

Memorandum in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 Vol. LXVII - 8271

Memorandum in Support of Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/09/2015 Vol. XXXI - 3737

Memorandum in Support of Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015 Vol. XXXIII - 3945

Memorandum in Support of Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 09/25/2015 Vol. XXXI - 3627

Memorandum in Support of VP, Inc.'s Motion for New Trial – filed 08/03/2016 Vol. XLV - 5546

Memorandum in Support of VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/04/2016	Vol. XLVI - 5555
Memorandum in Support of VP, Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016 .	Vol. XXXVII - 4484
Motion for Enlargement of Time to File North Idaho Resorts, LLC and VP, Inc.'s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015	Vol. XXXIII - 3986
Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014	Vol. VIII - 977
Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017	Vol. LXXV - 9386
Motion for Reconsideration and Clarification – filed 04/29/2015	Vol. XXII - 2596
Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016	Vol. XLVI - 5682
Motion to Dissolve Temporary Restraining Order – filed 04/13/2017	Vol. LXXVIII - 9714
Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017	Vol. LXXVIII - 9733
Motion to Shorten Time to Have Heard Valiant Idaho, LLC's (1) Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7369
Motion to Shorten Time to Have Heard Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015	Vol. XXXIII - 3911
Motion to Strike Memoranda and Declarations/Affidavits in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment or, in the Alternative, Motion for Extension of Time to File Reply Memoranda – filed 10/16/2015	Vol. XXXII - 3864
Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014	Vol. VIII - 928
Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co, as the Real Party in Interest – filed 10/06/2014	Vol. VIII - 941
Motion to Substitute Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014	Vol. V - 656
Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014	Vol. V - 670
North Idaho Resorts, LLC and VP, Inc.'s Memorandum in Opposition to Valiant Idaho's Motion to Amend Degree of Foreclosure and Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/26/2015 .	Vol. XXIX - 3413
North Idaho Resorts, LLC and VP, Inc.'s Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015	Vol. XXVII - 3116
North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015	Vol. XXVI - 3114

North Idaho Resorts, LLC and VP, Inc.'s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015	Vol. XXXIII - 3982
North Idaho Resorts, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/19/2014	Vol. VII - 860
North Idaho Resorts, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013	Vol. III - 407
Notice of Amended Appeal (NIR, LLC) – filed 10/06/2016	Vol. LVII - 7031
Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016	Vol. LVIII - 7071
Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016	Vol. LIX - 7212
Notice of Appeal (NIR) – filed 09/09/2016	Vol. II - 5941
Notice of Appeal (NIR) (Continued) – filed 09/09/2016	Vol. L - 6041
Notice of Appeal (VP, Inc.) – filed 10/06/2016	Vol. LVI - 6828
Notice of Appeal (VP, Inc.) (Continued) – filed 10/06/2016	Vol. LVII - 6932
Notice of Appeal by JV, LLC – filed 09/20/2016	Vol. LI - 6137
Notice of Appeal by JV, LLC (Continued) – filed 09/20/2016	Vol. LII - 6267
Notice of Appearance – filed 09/29/2011	Vol. II - 290
Notice of Appearance – filed 10/14/2010	Vol. II - 233
Notice of Change of Firm Affiliation – filed 07/18/2014	Vol. V - 643
Notice of Denial of Oral Argument for Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/23/2016	Vol. LIV - 6578
Notice of Filing Proposed Order – filed 04/26/2017	Vol. LXXVIII - 9838
Notice of Hearing – filed 11/03/2016	Vol. LX - 7357
Notice of Hearing on North Idaho Resorts, LLC and VP, Inc.'s Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/26/2017	Vol. LXXVIII - 9836
Notice of Hearing on Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015	Vol. XVIII - 2070
Notice of Hearing on Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3329
Notice of Hearing on Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017	Vol. LXXV - 9409
Notice of Levy (268811) – filed 10/31/2016	Vol. LIX - 7283
Notice of Levy (268813) – filed 10/31/2016	Vol. LIX - 7291
Notice of Levy (268815) – filed 10/31/2016	Vol. LIX - 7300

Notice of Levy Under Writ of Execution – filed 09/21/2016	Vol. LIII - 6508
Notice of Levy Under Writ of Execution – filed 12/22/2016	Vol. LXII - 7657
Notice of Sheriff's Sale – filed 09/21/2016	Vol. LIV - 6531
Notice of Sheriff's Sale – filed 12/22/2016	Vol. LXIII - 7715
Notice of Sheriff's Sale (268812) – filed 10/31/2016.....	Vol. LIX - 7288
Notice of Sheriff's Sale (268814) – filed 10/31/2016.....	Vol. LIX - 7297
Notice of Sheriff's Sale (268816) – filed 10/31/2016.....	Vol. LIX - 7306
Notice of Special Appearance – filed 08/21/2015	Vol. XXVIII - 3334
Notice re: Proposed Judgment (as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC) – filed 09/17/2015.....	Vol. XXX - 3545
Notice to Counsel – filed 04/06/2017	Vol. LXXVI - 9453
Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/25/2017	Vol. LXXVIII - 9825
Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/26/2017	Vol. LXXIX - 9844
Objection to Motion for an Order of Sale of Real Property – filed 08/04/2015	Vol. XXV - 2981
Objection to Proposed Final Judgment – filed 07/07/2015	Vol. XXIV - 2844
Objection to Valiant Idaho's Second Motion for an Order of Sale of Real Property – filed 06/29/2016	Vol. XLI - 5015
Order Denying JV, LLC's Request for Oral Argument – filed 08/03/2016.....	Vol. XLV - 5540
Order Denying Motions to Strike – filed 04/27/2016	Vol. XXXVII - 4487
Order Denying VP, Inc.'s Request for Oral Argument on Motion to Alter, Amend and Reconsider – filed 08/04/2016	Vol. XLVI - 5575
Order Denying VP, Incorporated's Motion to Dismiss Third Party Complaint – filed 11/19/2014	Vol. X - 1174
Order Dismissing all Claims with Prejudice against Interstate Concrete and Asphalt Company – filed 09/13/2012	Vol. II - 330
Order Dismissing R.C. Worst & Company, and All Claims, Counterclaims, and Cross Claims thereof Pursuant to Oral Offer of Resolution Advanced to the Court on May 28, 2014 – filed 06/02/2014.....	Vol. V - 636
Order Extending the Temporary Restraining Order Against VP, Incorporated – filed 04/20/2017...	Vol. LXXVIII - 9819
Order for Entry of Default (Genesis Golf Builders) – filed 08/15/2013	Vol. III - 386
Order for Entry of Default (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 423
Order for Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013	Vol. III - 392

Order for Entry of Default Against Amy Korengut – filed 12/10/2014.....	Vol. XII - 1495
Order for Entry of Default Against Bar K, Inc. – filed 02/03/2015	Vol. XXI - 2353
Order for Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014	Vol. XII - 1515
Order for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014	Vol. VII - 896
Order for Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014	Vol. XII - 1507
Order for Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015	Vol. XIII - 1633
Order for Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014	Vol. XII - 1501
Order for Entry of Default Against Netta Source, LLC – filed 12/10/2014	Vol. XII - 1527
Order for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/21/2014.....	Vol. VIII - 969
Order for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015 ... Vol. XXIV - 2773	
Order for Entry of Default Against Timberline Investments, LLC – filed 01/06/2015	Vol. XIII - 1639
Order Granting Appellant JV, LLC’s Objection to Clerk’s Record and Motion to Make Additions to Clerk’s Record – filed 05/05/2017.....	Vol. LXXIX - 9928
Order Granting Appellants VP, Incorporated’s and North Idaho Resorts, LLC’s Objections to Lodged Record and Objections to Certificate of Mailing – filed 05/01/2017.....	Vol. LXXIX - 9879
Order Granting Cross-defendant, VP, Incorporated’s Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC’s Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/03/2014	Vol. XI - 1379
Order Granting Defendant Wells Fargo’s Motion to Dismiss with Prejudice – filed 03/16/2012	Vol. II - 312
Order Granting Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/12/2015	Vol. XXII - 2557
Order Granting Injunction – filed 04/28/2017	Vol. LXXIX - 9871
Order Granting Leave for Withdrawal of Attorney – filed 05/18/2011	Vol. II - 260
Order Granting Motion to Enlarge Time to Respond to VP, Incorporated’s Motion to Dissolve Temporary Restraining Order – filed 04/17/2017.....	Vol. LXXVIII - 9742
Order Granting R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 08/12/2013	Vol. III - 374
Order Granting R.E. Loans, LLC’s Request to Lift Automatic Stay – filed 08/24/2012.....	Vol. II - 325
Order Granting Respondent Valiant Idaho, LLC’s Objection to the Consolidated Clerk’s Record on Appeal – filed 05/03/2017	Vol. LXXIX - 9900
Order Granting Valiant Idaho, LLC Leave to Amend Answer to Allege a Counterclaim and Cross-Claim – filed 11/19/2014	Vol. X - 1164

Order Granting Valiant Idaho, LLC Leave to Serve its Third Party Complaint – filed 11/19/2014	Vol. X - 1160
Order Imposing Rule 11 Sanctions – filed 12/06/2016.....	Vol. LX - 7458
Order of Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014	Vol. XII - 1521
Order of Reassignment – filed 10/09/2014	Vol. VIII - 963
Order on Stipulation to Entry of Judgment Against Charles W. Reeves and Ann B. Reeves – filed 11/20/2014 ...	Vol. XI - 1317
Order on Stipulation to Entry of Judgment Against Dan S. Jacobson, Sage Holdings LLC and Steven G. Lazar – filed 01/06/2015	Vol. XIII - 1645
Order on Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014	Vol. XIII - 1576
Order on Stipulation to Entry of Judgment Against Idaho Club Homeowner’s Association, Inc. – filed 01/15/2015 .	Vol. XIV - 1700
Order on Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/06/2015	Vol. XXII - 2473
Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/20/2014	Vol. XI - 1276
Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/20/2014	Vol. XI - 1296
Order on Valiant Idaho, LLC’s Application for an Extension to Respond to VP, Incorporated’s Motion for Order Allowing Use and Access of Parcels 1 and 2 – filed 03/28/2017	Vol. LXXV - 9421
Order on Valiant Idaho, LLC’s Motion for a Temporary Restraining Order Against VP, Incorporated – filed 04/13/2017	Vol. LXXVII - 9707
Order on Valiant Idaho, LLC’s Motion for an Injunction Against VP, Incorporated – filed 04/26/2017.....	Vol. LXXIX - 9853
Order Partially Vacating the Court’s May 1, 2017 Order Granting NIR’s and VP’s Objection to Lodged Record – filed 05/03/2017	Vol. LXXIX - 9904
Order re: JV, LLC’s Motion and Application for Stay of Execution Upon Posting a Cash Deposit – filed 02/21/2017	Vol. LXXI - 8822
Order re: JV, LLC’s Third Party Claim and Motion for Stay of Execution – filed 11/04/2016	Vol. LX - 7399
Order re: Proposed Judgment and Proposed Decree of Foreclosure – filed 07/18/2016	Vol. XLIII - 5303
Order re: Sale of Real Property – filed 07/14/2016	Vol. XLIII - 5270
Order re: Valiant Idaho LLC’s Motions <i>In Limine</i> – filed 12/29/2015	Vol. XXXV - 4266
Order Regarding Disqualification of Judge – filed 10/06/2014.....	Vol. VIII - 953
Order Requesting Response Brief from Valiant Idaho, LLC – filed 03/27/2017	Vol. LXXV - 9413
Order Requiring Submissions – filed 07/14/2016.....	Vol. XLIII - 5264

Order Setting Trial and Pretrial Order – filed 09/03/2015	Vol. XXX - 3521
Order Settling Trial and Pretrial Order – filed 11/20/2014	Vol. X - 1270
Order Shortening Time to Have Heard Valiant Idaho, LLC’s (1) Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7372
Order Substituting Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 11/19/2014	Vol. X - 1171
Order Substituting Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 11/19/2014	Vol. X - 1168
Order Substituting Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 08/07/2014	Vol. V - 667
Order Substituting Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/12/2014	Vol. VI - 781
Order Vacating Decree of Foreclosure Entered on August 5, 2015 – filed 09/17/2015	Vol. XXX - 3549
Order Vacating Decree of Foreclosure entered on June 22, 2016 – filed 07/14/2016	Vol. XLIII - 5268
Order Vacating Judgment – filed 07/14/2016	Vol. XLIII - 5266
Order Vacating Judgment Entered on August 5, 2015 – filed 09/17/2015	Vol. XXX - 3552
R.C. Worst & Company, Inc.’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/14/2013	Vol. III - 378
R.E. Loans, LLC’s Answer to Complaint – filed 04/21/2011.....	Vol. II - 245
R.E. Loans, LLC’s Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014	Vol. III - 441
R.E. Loans, LLC’s Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant R.C. Worst & Company, Inc. – filed 04/29/2014	Vol. IV - 491
R.E. Loans, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013.....	Vol. III - 362
R.E. Loans, LLC’s Motion for Summary Judgment Against Cross-Claimant ACI Northwest, Inc. – filed 04/29/2014	Vol. III - 438
R.E. Loans, LLC’s Motion for Summary Judgment Against Cross-Claimant R.C. Worst & Company, Inc. – filed 04/29/2014.....	Vol. IV - 488
R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund '08 LLC) – filed 06/26/2013	Vol. II - 336
R.E. Loans, LLC’s Request to Lift the Automatic Stay – filed 06/28/2012	Vol. II - 317
Renewed Motion for Reconsideration and Clarification – filed 06/16/2015	Vol. XXIV - 2781
Reply by R.E. Loans, LLC to Cross-claim by ACI Northwest, Inc. – filed 02/04/2011.....	Vol. II - 237
Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC’s Motion to Enforce Judgment – filed 04/17/2017	Vol. LXXVIII - 9745

Reply Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 07/07/2015	Vol. XXIV - 2837
Reply Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/28/2015	Vol. XXXV - 4243
Reply Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/28/2015	Vol. XXXV - 4253
Reply Memorandum to Valiant's Opposition to Motion for New Trial – filed 08/15/2016	Vol. XLVII - 5787
Reply to Defendants North Idaho Resorts, LLC's and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/21/2015	Vol. XXXIII - 3962
Reply to JV, LLC's Response to Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/21/2015..	Vol. XXXIII - 3955
Request for Judicial Notice – filed 02/04/2015	Vol. XXI - 2372
ROA Report for Case CV2009-1810 – printed May 10, 2017	Vol. I - 65
Second Subpoena Duces Tecum to First American Title Company – filed 09/18/2015	Vol. XXX - 3620
Sheriff's Certificate of Sale (Idaho Club – Parcel 1) – filed 12/22/2016	Vol. LXII - 7747
Sheriff's Certificate of Sale (Idaho Club – Parcel 10) – filed 12/22/2016	Vol. LXII - 7767
Sheriff's Certificate of Sale (Idaho Club – Parcel 100) – filed 12/22/2016	Vol. LXV - 8039
Sheriff's Certificate of Sale (Idaho Club – Parcel 101) – filed 12/22/2016	Vol. LXV - 8042
Sheriff's Certificate of Sale (Idaho Club – Parcel 102) – filed 12/22/2016	Vol. LXV - 8045
Sheriff's Certificate of Sale (Idaho Club – Parcel 103) – filed 12/22/2016	Vol. LXV - 8048
Sheriff's Certificate of Sale (Idaho Club – Parcel 104) – filed 12/22/2016	Vol. LXV - 8051
Sheriff's Certificate of Sale (Idaho Club – Parcel 105) – filed 12/22/2016	Vol. LXV - 8054
Sheriff's Certificate of Sale (Idaho Club – Parcel 106) – filed 12/22/2016	Vol. LXV - 8057
Sheriff's Certificate of Sale (Idaho Club – Parcel 107) – filed 12/22/2016	Vol. LXV - 8060
Sheriff's Certificate of Sale (Idaho Club – Parcel 108) – filed 12/22/2016	Vol. LXV - 8063
Sheriff's Certificate of Sale (Idaho Club – Parcel 109) – filed 12/22/2016	Vol. LXV - 8066
Sheriff's Certificate of Sale (Idaho Club – Parcel 11) – filed 12/22/2016	Vol. LXII - 7770
Sheriff's Certificate of Sale (Idaho Club – Parcel 110) – filed 12/22/2016	Vol. LXV - 8069
Sheriff's Certificate of Sale (Idaho Club – Parcel 111) – filed 12/22/2016	Vol. LXV - 8072
Sheriff's Certificate of Sale (Idaho Club – Parcel 112) – filed 12/22/2016	Vol. LXV - 8075
Sheriff's Certificate of Sale (Idaho Club – Parcel 113) – filed 12/22/2016	Vol. LXV - 8078

Sheriff's Certificate of Sale (Idaho Club – Parcel 114) – filed 12/22/2016	Vol. LXV - 8081
Sheriff's Certificate of Sale (Idaho Club – Parcel 115) – filed 12/22/2016	Vol. LXV - 8084
Sheriff's Certificate of Sale (Idaho Club – Parcel 116) – filed 12/22/2016	Vol. LXV - 8087
Sheriff's Certificate of Sale (Idaho Club – Parcel 117) – filed 12/22/2016	Vol. LXV - 8090
Sheriff's Certificate of Sale (Idaho Club – Parcel 118) – filed 12/22/2016	Vol. LXV - 8093
Sheriff's Certificate of Sale (Idaho Club – Parcel 119) – filed 12/22/2016	Vol. LXV - 8097
Sheriff's Certificate of Sale (Idaho Club – Parcel 12) – filed 12/22/2016	Vol. LXII - 7773
Sheriff's Certificate of Sale (Idaho Club – Parcel 120) – filed 12/22/2016	Vol. LXV - 8100
Sheriff's Certificate of Sale (Idaho Club – Parcel 122) – filed 12/22/2016	Vol. LXV - 8103
Sheriff's Certificate of Sale (Idaho Club – Parcel 123) – filed 12/22/2016	Vol. LXV - 8106
Sheriff's Certificate of Sale (Idaho Club – Parcel 124) – filed 12/22/2016	Vol. LXV - 8109
Sheriff's Certificate of Sale (Idaho Club – Parcel 125) – filed 12/22/2016	Vol. LXV - 8112
Sheriff's Certificate of Sale (Idaho Club – Parcel 126) – filed 12/22/2016	Vol. LXV - 8115
Sheriff's Certificate of Sale (Idaho Club – Parcel 127) – filed 12/22/2016	Vol. LXV - 8118
Sheriff's Certificate of Sale (Idaho Club – Parcel 128) – filed 12/22/2016	Vol. LXV - 8121
Sheriff's Certificate of Sale (Idaho Club – Parcel 129) – filed 12/22/2016	Vol. LXVI - 8124
Sheriff's Certificate of Sale (Idaho Club – Parcel 13) – filed 12/22/2016	Vol. LXII - 7776
Sheriff's Certificate of Sale (Idaho Club – Parcel 130) – filed 12/22/2016	Vol. LXVI - 8127
Sheriff's Certificate of Sale (Idaho Club – Parcel 131) – filed 12/22/2016	Vol. LXVI - 8130
Sheriff's Certificate of Sale (Idaho Club – Parcel 132) – filed 12/22/2016	Vol. LXVI - 8133
Sheriff's Certificate of Sale (Idaho Club – Parcel 133) – filed 12/22/2016	Vol. LXVI - 8136
Sheriff's Certificate of Sale (Idaho Club – Parcel 134) – filed 12/22/2016	Vol. LXVI - 8139
Sheriff's Certificate of Sale (Idaho Club – Parcel 135) – filed 12/22/2016	Vol. LXVI - 8142
Sheriff's Certificate of Sale (Idaho Club – Parcel 136) – filed 12/22/2016	Vol. LXVI - 8145
Sheriff's Certificate of Sale (Idaho Club – Parcel 137) – filed 12/22/2016	Vol. LXVI - 8148
Sheriff's Certificate of Sale (Idaho Club – Parcel 138) – filed 12/22/2016	Vol. LXVI - 8151
Sheriff's Certificate of Sale (Idaho Club – Parcel 139) – filed 12/22/2016	Vol. LXVI - 8154
Sheriff's Certificate of Sale (Idaho Club – Parcel 14) – filed 12/22/2016	Vol. LXII - 7779
Sheriff's Certificate of Sale (Idaho Club – Parcel 140) – filed 12/22/2016	Vol. LXVI - 8157

Sheriff's Certificate of Sale (Idaho Club – Parcel 141) – filed 12/22/2016	Vol. LXVI - 8160
Sheriff's Certificate of Sale (Idaho Club – Parcel 142) – filed 12/22/2016	Vol. LXVI - 8163
Sheriff's Certificate of Sale (Idaho Club – Parcel 143) – filed 12/22/2016	Vol. LXVI - 8166
Sheriff's Certificate of Sale (Idaho Club – Parcel 144) – filed 12/22/2016	Vol. LXVI - 8169
Sheriff's Certificate of Sale (Idaho Club – Parcel 145) – filed 12/22/2016	Vol. LXVI - 8172
Sheriff's Certificate of Sale (Idaho Club – Parcel 146) – filed 12/22/2016	Vol. LXVI - 8175
Sheriff's Certificate of Sale (Idaho Club – Parcel 147) – filed 12/22/2016	Vol. LXVI - 8178
Sheriff's Certificate of Sale (Idaho Club – Parcel 148) – filed 12/22/2016	Vol. LXVI - 8181
Sheriff's Certificate of Sale (Idaho Club – Parcel 149) – filed 12/22/2016	Vol. LXVI - 8184
Sheriff's Certificate of Sale (Idaho Club – Parcel 15) – filed 12/22/2016	Vol. LXII - 7782
Sheriff's Certificate of Sale (Idaho Club – Parcel 150) – filed 12/22/2016	Vol. LXVI - 8187
Sheriff's Certificate of Sale (Idaho Club – Parcel 151) – filed 12/22/2016	Vol. LXVI - 8190
Sheriff's Certificate of Sale (Idaho Club – Parcel 152) – filed 12/22/2016	Vol. LXVI - 8193
Sheriff's Certificate of Sale (Idaho Club – Parcel 153) – filed 12/22/2016	Vol. LXVI - 8196
Sheriff's Certificate of Sale (Idaho Club – Parcel 154) – filed 12/22/2016	Vol. LXVI - 8199
Sheriff's Certificate of Sale (Idaho Club – Parcel 155) – filed 12/22/2016	Vol. LXVI - 8202
Sheriff's Certificate of Sale (Idaho Club – Parcel 156) – filed 12/22/2016	Vol. LXVI - 8205
Sheriff's Certificate of Sale (Idaho Club – Parcel 157) – filed 12/22/2016	Vol. LXVI - 8208
Sheriff's Certificate of Sale (Idaho Club – Parcel 158) – filed 12/22/2016	Vol. LXVI - 8211
Sheriff's Certificate of Sale (Idaho Club – Parcel 159) – filed 12/22/2016	Vol. LXVI - 8214
Sheriff's Certificate of Sale (Idaho Club – Parcel 16) – filed 12/22/2016	Vol. LXII - 7785
Sheriff's Certificate of Sale (Idaho Club – Parcel 163) – filed 12/22/2016	Vol. LXVI - 8219
Sheriff's Certificate of Sale (Idaho Club – Parcel 17) – filed 12/22/2016	Vol. LXII - 7788
Sheriff's Certificate of Sale (Idaho Club – Parcel 177) – filed 12/22/2016	Vol. LXVI - 8223
Sheriff's Certificate of Sale (Idaho Club – Parcel 19) – filed 12/22/2016	Vol. LXII - 7791
Sheriff's Certificate of Sale (Idaho Club – Parcel 2) – filed 12/22/2016	Vol. LXII - 7750
Sheriff's Certificate of Sale (Idaho Club – Parcel 20) – filed 12/22/2016	Vol. LXII - 7795
Sheriff's Certificate of Sale (Idaho Club – Parcel 21) – filed 12/22/2016	Vol. LXII - 7798
Sheriff's Certificate of Sale (Idaho Club – Parcel 22) – filed 12/22/2016	Vol. LXII - 7801

Sheriff's Certificate of Sale (Idaho Club – Parcel 8) – filed 12/22/2016	Vol. LXII - 7761
Sheriff's Certificate of Sale (Idaho Club – Parcel 80) – filed 12/22/2016	Vol. LXIV - 7978
Sheriff's Certificate of Sale (Idaho Club – Parcel 81) – filed 12/22/2016	Vol. LXIV - 7981
Sheriff's Certificate of Sale (Idaho Club – Parcel 82) – filed 12/22/2016	Vol. LXIV - 7984
Sheriff's Certificate of Sale (Idaho Club – Parcel 83) – filed 12/22/2016	Vol. LXV - 7987
Sheriff's Certificate of Sale (Idaho Club – Parcel 84) – filed 12/22/2016	Vol. LXV - 7990
Sheriff's Certificate of Sale (Idaho Club – Parcel 85) – filed 12/22/2016	Vol. LXV - 7993
Sheriff's Certificate of Sale (Idaho Club – Parcel 86) – filed 12/22/2016	Vol. LXV - 7996
Sheriff's Certificate of Sale (Idaho Club – Parcel 87) – filed 12/22/2016	Vol. LXV - 7999
Sheriff's Certificate of Sale (Idaho Club – Parcel 88) – filed 12/22/2016	Vol. LXV - 8002
Sheriff's Certificate of Sale (Idaho Club – Parcel 89) – filed 12/22/2016	Vol. LXV - 8005
Sheriff's Certificate of Sale (Idaho Club – Parcel 9) – filed 12/22/2016	Vol. LXII - 7764
Sheriff's Certificate of Sale (Idaho Club – Parcel 90) – filed 12/22/2016	Vol. LXV - 8008
Sheriff's Certificate of Sale (Idaho Club – Parcel 91) – filed 12/22/2016	Vol. LXV - 8011
Sheriff's Certificate of Sale (Idaho Club – Parcel 92) – filed 12/22/2016	Vol. LXV - 8014
Sheriff's Certificate of Sale (Idaho Club – Parcel 93) – filed 12/22/2016	Vol. LXV - 8017
Sheriff's Certificate of Sale (Idaho Club – Parcel 94) – filed 12/22/2016	Vol. LXV - 8020
Sheriff's Certificate of Sale (Idaho Club – Parcel 95) – filed 12/22/2016	Vol. LXV - 8023
Sheriff's Certificate of Sale (Idaho Club – Parcel 96) – filed 12/22/2016	Vol. LXV - 8027
Sheriff's Certificate of Sale (Idaho Club – Parcel 97) – filed 12/22/2016	Vol. LXV - 8030
Sheriff's Certificate of Sale (Idaho Club – Parcel 98) – filed 12/22/2016	Vol. LXV - 8033
Sheriff's Certificate of Sale (Idaho Club – Parcel 99) – filed 12/22/2016	Vol. LXV - 8036
Sheriff's Certificate on Return of Service, Writ of Execution – filed 04/06/2017	Vol. LXXV - 9446
Sheriff's Certificate on Return of Service, Writ of Execution (NIR) – filed 11/18/2016	Vol. LX - 7411
Sheriff's Certificate on Return of Service, Writ of Execution (VP, Inc.)– filed 11/18/2016	Vol. LX - 7424
Sheriff's Return on Sale – filed 12/22/2016	Vol. LXII - 7680
Sheriff's Return on Writ of Execution – filed 12/22/2016	Vol. LXII - 7714
Sheriff's Service on Writ of Execution – filed 09/21/2016	Vol. LXX - 6507
Special Appearance on Behalf of Defendant Mortgage Fund '08, LLC – filed 10/05/2010	Vol. II - 228

Special Appearance on Behalf of Defendant Pensco Trust Co., Custodian FBO Barney Ng – filed 05/24/2010 . Vol. II - 201	
Stay Order (Mortgage Fund '08, LLC) – filed 09/29/2011.....	Vol. II - 284
Stay Order (R.E. Loans, LLC) – filed 09/29/2011.....	Vol. II - 275
Stipulation for Settlement and Dismissal of JV, LLC’s Third Party Complaint Against Idaho Club Homeowner’s Association, Inc. – filed 01/09/2015	Vol. XIII - 1666
Stipulation for Settlement and for Judgment as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC – filed 08/24/2015	Vol. XXVIII - 3340
Stipulation to Entry of Judgment Against Charles W. Reeves and Anna B. Reeves – filed 11/19/2014.....	Vol. X - 1200
Stipulation to Entry of Judgment Against Dan S. Jacobson; Sage Holdings, LLC; and Steven G. Lazar – filed 01/02/2015	Vol. XIII - 1611
Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014	Vol. XIII - 1555
Stipulation to Entry of Judgment Against Idaho Club Homeowner’s Association, Inc. – filed 01/12/2015.....	Vol. XIII - 1673
Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/04/2015	Vol. XXI - 2452
Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/19/2014	Vol. X - 1178
Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/19/2014 .	Vol. X - 1221
Subpoena Duces Tecum to First American Tile Company – filed 09/18/2015	Vol. XXX - 3555
Substitution of Counsel – filed 08/29/2011	Vol. II - 264
Summons on Third Party Complaint brought by Third Party Plaintiff Valiant Idaho, LLC [Pend Oreille Bonner Development Holdings, Inc.] – filed 09/03/2014	Vol. VI - 768
Supplemental Declaration of Jeff R. Sykes in Support of Memorandum in Reply to JV, LLC’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment – filed 03/11/2015	Vol. XXII - 2528
Supplemental Memorandum in Support of Valiant Idaho, LLC’s Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution – filed 11/04/2016	Vol. LX - 7387
Supreme Court Order re: 44583 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 166
Supreme Court Order re: 44584 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 168
Supreme Court Order re: 44585 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 170
Table of Contents.....	Vol. I - 3
Third Party Defendant Idaho Club Homeowner’s Association, Inc.’s Motion and Memorandum to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014.....	Vol. VIII - 996
Third Party Defendant Panhandle Management, Incorporated’s Motion and Memorandum to Dismiss Claims Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014.....	Vol. VIII - 1006

Title Page	Vol. I - 1
Valiant Idaho, LLC's Amended Request for Additional Transcript and Record on Appeal – filed 10/20/2016.....	Vol. I - 7279
Valiant Idaho, LLC's Amended Request for Additional Transcript and Record on Appeal – filed 01/30/2017	Vol. LXVII - 8254
Valiant Idaho, LLC's Application for an Extension to Respond to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 03/28/2017	Vol. LXXV - 9418
Valiant Idaho, LLC's Closing Argument – filed 03/14/2016	Vol. XXXVII - 4444
Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 08/19/2014	Vol. VI - 739
Valiant Idaho, LLC's Identification of Trial Exhibits – filed 01/14/2016	Vol. XXXVI - 4286
Valiant Idaho, LLC's Identification of Trial Witnesses – filed 01/14/2016	Vol. XXXVI - 4294
Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Motion to Alter, Amend, and Reconsider re: (1) Memorandum Decision and Order; (2) Judgment; (3) Decree of Foreclosure; and (4) Order of Sale – filed 08/10/2016 ..	Vol. XLVI - 5584
Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016	Vol. XLVII - 5728
Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016	Vol. XLVI - 5577
Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion to Alter, Amend and Reconsider the Decree of Foreclosure and Judgment – filed 08/10/2016	Vol. XLVI - 5673
Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment –filed 04/12/2017	Vol. LXXVII - 9665
Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017.....	Vol. LXXVIII - 9790
Valiant Idaho, LLC's Memorandum in Reply to VP, Incorporated's Opposition to Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/03/2017	Vol. LXXV - 9436
Valiant Idaho, LLC's Memorandum in Response to VP, Inc.'s Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016	Vol. XLVII - 5746
Valiant Idaho, LLC's Memorandum in Support of Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017.....	Vol. LXXVII - 9686
Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/11/2016	Vol. XLVII - 5770
Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7378

Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016	Vol. XLI - 5019
Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016...Vol.	LX - 7438
Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/03/2016.....	Vol. LX - 7361
Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017.....	Vol. LXXVII - 9683
Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015	Vol. XXV - 2880
Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 06/22/2016	Vol. XLI - 4985
Valiant Idaho, LLC's Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014.....	Vol. XI - 1382
Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014. Vol.	VII - 879
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014	Vol. VII - 913
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014	Vol. XI - 1394
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014.....	Vol. XII - 1414
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014	Vol. XII - 1429
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014	Vol. XII - 1444
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014	Vol. XII - 1459
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014.....	Vol. XII - 1474
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014.....	Vol. XIII - 1596
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015.....	Vol. XX - 2337
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015.....	Vol. XXIV - 2749
Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015.....	Vol. XXII - 2600
Valiant Idaho, LLC's Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014	Vol. XI - 1337
Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016	Vol. LVI - 6562

Valiant Idaho, LLC's Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7375
Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015	Vol. XIV - 1720
Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/15/2015.....	Vol. XXXIV - 4034
Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015	Vol. XXXIV - 4032
Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVII - 3249
Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure – filed 08/19/2015	Vol. XXVII - 3240
Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017	Vol. LXXV - 9399
Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017	Vol. LXVII - 8268
Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/09/2015	Vol. XXXI - 3733
Valiant Idaho, LLC's Notice of Depost – filed 04/13/2017.....	Vol. LXXVIII - 9711
Valiant Idaho, LLC's Notice of Hearing on VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, etc. – filed 03/28/2017	Vol. LXXV - 9415
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/10/2014	Vol. VI - 776
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/25/2014	Vol. VII - 874
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 10/03/2014	Vol. VII - 911
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 12/08/2014	Vol. XII - 1489
Valiant Idaho, LLC's Notice of Non-Objection to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit, and Errata Thereto – filed 02/16/2017	Vol. LXX - 8743
Valiant Idaho, LLC's Notice of Objection to the Consolidated Clerk's Record on Appeal – filed 05/02/2017.....	Vol. LXXIX - 9883
Valiant Idaho, LLC's Objection to JV, LLC's Proposed Judgment Submitted 09/10/2015 (As Between Defendants JV, LLC and North Idaho Resorts, LLC/VP Incorporated) – filed 09/16/2015	Vol. XXX - 3538
Valiant Idaho, LLC's Objections and Opposition to North Idaho Resorts, LLC and VP, Incorporated's Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/01/2015	Vol. XXXI - 3721
Valiant Idaho, LLC's Reply to: (1) JV LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure; and (2) JV LLC's Cross-claim and Third Party Complaint – filed 12/15/2014	Vol. XII - 1541
Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 09/23/2016	Vol. LIV - 6581
Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 10/07/2016	Vol. LIX - 7238
Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 10/20/2016	Vol. LIX - 7268

Valiant Idaho, LLC's Response and Objections to JV, LLC's Post-trial Memorandum and Argument – filed 05/26/2016	Vol. XXXVII - 4574
Valiant Idaho, LLC's Response and Rebuttal to VP, Inc.'s Closing Argument – filed 05/26/2016	Vol. XXXVIII - 4551
Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015	Vol. XXXIII - 3940
Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 09/25/2015	Vol. XXX - 3623
Valiant Idaho, LLC's Trial Brief – filed 01/21/2016	Vol. XXXVI - 4306
Valiant Idaho, LLC's Trial Brief – filed 01/25/2016	Vol. XXXVI - 4394
VP Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016	Vol. XXXVII - 4482
VP Incorporated's Answer to JV, LLC's Cross-Claim – filed 08/21/2015	Vol. XXVIII - 3337
VP, Inc. and NIR, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/28/2016	Vol. LIV - 6597
VP, Inc.'s Amended Exhibit List – filed 01/15/2016	Vol. XXXVI - 4298
VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/08/2016	Vol. XXXV - 4269
VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/11/2016	Vol. XXXV - 4273
VP, Inc.'s and North Idaho Resorts, LLC's Response to Valiant's Motion <i>In Limine</i> – filed 12/22/2015	Vol. XXXV - 4221
VP, Inc.'s Exhibit List – filed 01/14/2016	Vol. XXXVI - 4278
VP, Inc.'s Expert Witness Disclosure – filed 11/27/2015	Vol. XXXIV - 4020
VP, Inc.'s Lay Witness Disclosure – filed 11/27/2015	Vol. XXXIV - 4024
VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017 ...	Vol. LXX - 8746
VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order and Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/29/2017	Vol. LXXV - 9424
VP, Inc.'s Motion for a New Trial – filed 08/03/2016	Vol. XLV - 5542
VP, Inc.'s Motion for New Trial – filed 08/03/2016	Vol. XLV - 5544
VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/03/2016	Vol. XLVI - 5553
VP, Inc.'s Motion to Amend Answer to Assert an Affirmative Defense – filed 01/27/2016	Vol. XXXVII - 4413
VP, Inc.'s Opposition to Valiant Idaho's Memorandum of Costs and Attorney Fees – filed 07/20/2016	Vol. XLV - 5503
VP, Inc.'s Supplemental Expert Witness Disclosure – filed 12/04/2015	Vol. XXXIV - 4027
VP, Incorporated's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure – filed 12/11/2014	Vol. XII - 1533

VP, Incorporated's Motion to Dismiss Third Party Complaint – filed 10/06/2014	Vol. VIII - 959
VP, Incorporated's Reply on Motion to Dismiss Third Party Complaint and Response to Motion to Amend Pleadings – filed 11/14/2014.....	Vol. X - 1156
VP's Closing Argument – filed 05/12/2016	Vol. XXXVII - 4535
Wells Fargo's Motion to Dismiss with Prejudice – filed 01/23/2012.....	Vol. II - 298
Withdrawal of Application for Stay - filed 11/22/2016	Vol. LX - 7436
Writ of Assistance – filed 03/06/2017	Vol. LXXV - 9361
Writ of Assistance – filed 04/11/2017	Vol. LXXVII - 9635
Writ of Execution – filed 09/21/2016	Vol. LII - 6318
Writ of Execution – filed 10/05/2016.....	Vol. LIV - 6611
Writ of Execution – filed 12/22/2016	Vol. LXI - 7464
Writ of Execution (Continued) – filed 09/21/2016	Vol. LIII - 6396
Writ of Execution (Continued) – filed 10/05/2016.....	Vol. LV - 6667
Writ of Execution (Continued) – filed 10/05/2016.....	Vol. LVI - 6801
Writ of Execution (Continued) – filed 12/22/2016	Vol. LXII - 7594
Writ of Execution Against JV, LLC – filed 01/09/2017.....	Vol. LXVI - 8232
Writ of Execution Against JV, LLC – filed 04/06/2017	Vol. LXXVI - 9448
Writ of Execution Against JV, LLC – filed 10/06/2016	Vol. LVI - 6814
Writ of Execution Against JV, LLC for Boundary County – filed 01/30/2017.....	Vol. LXVII - 8262
Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7255
Writ of Execution Against JV, LLC for Boundary County (268815) – filed 10/31/2016	Vol. LIX - 7303
Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016.....	Vol. LVI - 6806
Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7260
Writ of Execution Against North Idaho Resorts, LLC for Boundary County (268813) – filed 10/31/2016	Vol. LIX - 7294
Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 11/18/2016.....	Vol. LX - 7413
Writ of Execution Against VP, Incorporated – filed 10/06/2016	Vol. LVI - 6822
Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016.....	Vol. LIX - 7265
Writ of Execution Against VP, Incorporated for Boundary County – filed 11/18/2016.....	Vol. LX - 7426
Writ of Execution Against VP, Incorporated for Boundary County (268811) – filed 10/31/2016.....	Vol. LIX - 7285

1 BERG & McLAUGHLIN, CHTD.
2 Toby McLaughlin, ISB No. 7405
3 414 Church St., Ste. 203
4 Sandpoint, ID 83854
5 Tel: (208) 263-4748
6 Fax: (208) 263-7557
7 toby@sandpointlaw.com

8 *Attorneys for Plaintiff*

9 **IN THE DISTRICT COURT FOR THE FIRST JUDICIAL DISTRICT OF THE**
10 **STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

11 GENESIS GOLF BUILDERS, INC., formerly
12 known as National Golf Builders, Inc., a Nevada
13 Corporation,

14 Plaintiff

15 vs.

16 PEND OREILLE BONNER DEVELOPMENT,
17 LLC, and Nevada limited liability company;
18 R. E. LOANS, LLC, a California limited
19 liability; DAN JACOBSON, an individual;
20 SAGE HOLDINGS, LLC, an Idaho limited
21 liability company; STEVEN G. LAZAR, an
22 individual; PENSICO TRUST CO. CUSTODIAN
23 FBO BARNEY NG; MORTGAGE FUND '08,
24 LLC, a Delaware limited liability company; VP,
25 INCORPORATED, an Idaho corporation; JV,
26 LLC, an Idaho limited liability company;
27 WELLS FARGO FOOTHILL, LLC, a Delaware
28 limited liability company; INTERSTATE
29 CONCRETE AND ASPHALT COMPANY, an
30 Idaho corporation; T-O ENGINEERS, INC., fka
31 Toothman Orton Engineering Company, an
32 Idaho corporation; PUCCI CONSTRUCTION,
33 INC., an Idaho corporation; ACI
34 NORTHWEST, INC., an Idaho corporation;
35 LUMBERMENS, INC., dba ProBuild, a
36 Washington corporation; ROBERT PLASTER
37 dba Cedar Etc.; NORTH IDAHO RESORTS,
38 LLC, an Idaho limited liability company; R.C.
39 WORST & COMPANY, INC., an Idaho

NO. CV-2009-1810

**AFFIDAVIT OF TOBY McLAUGHLIN
IN SUPPORT OF THIRD PARTY
DEFENDANT PANHANDLE
MANAGEMENT INCORPORATED'S
MOTION TO DISMISS CLAIM
ASSERTED BY THIRD PARTY
PLAINTIFF JV, L.L.C.**

1 corporation; DOES 1 through X.

2 Defendants)

3 AND RELATED COUNTERCLAIMS, CROSS-
4 CLAIMS, AND THIRD-PARTY COMPLAINTS

5 GENESIS GOLF BUILDERS, INC., formerly
6 known as NATIONAL GOLF BUILDERS, INC,
7 a Nevada corporation,

8 Plaintiff,

9 v.
10 PEND OREILLE BONNER DEVELOPMENT,
11 LLC, a Nevada limited liability company; et al.

12 Defendants

13 AND RELATED COUNTERCLAIMS, CROSS-
14 CLAIMS, AND THIRD-PARTY COMPLAINTS

15 v.
16 VALLIANT IDAHO, LLC, an Idaho limited
17 liability company.

18 Third-Party Plaintiff,

19 PEND OREILLE BONNER DEVELOPMENT
20 HOLDINGS, INC., a Nevada corporation; BAR
21 K. INC., a California corporation; TIMBERLINE
22 INVESTMENTS, LLC, an Idaho limited liability
23 company; AMY KORENGUT, a married
24 woman; HIT REAL ESTATE, LLC, and Idaho
25 limited liability company; INDEPENDENT
MORTGAGE, LTD. CO., an Idaho limited
liability company; PANHANDLE
MANAGEMENT INCORPORATED, an Idaho
corporation; FREDERICK J. GRANT, an
individual; CHRISTINE GRANT, an individual;
RUSS CAPITAL GROUP, LLC, an Arizona
limited liability company; MOUNTAIN WEST
BANK, a division of GLACIER BANK, a

1 Montana corporation; FIRST AMERICAN
2 TITLE COMPANY, a California corporation;
3 NETTA SOURCE, LLC, a Missouri limited
4 liability company; MONTAHEO
5 INVESTMENTS, LLC, a Nevada limited liability
6 company; CHARLES W. REEVES and ANN B.
7 REEVES, husband and wife; C.E. KRAMER
8 CRANE & CONTRACTING, INC., an Idaho
9 corporation.

10 Third-Party Defendants.

11 JV, LLC, an Idaho limited liability company.

12 Defendant and Cross-
13 Claimant against all of the
14 Defendants and Third-Party
15 Plaintiffs.

16 V.
17 VALIANT IDAHO, LLC, an Idaho limited
18 liability company; VP, INC., an Idaho
19 corporation; RICHARD A. VILLELLI, a married
20 man; MARIE VICTORIA VILLELLI, a married
21 woman; VILLELLI ENTERPRISES, INC., a
22 California corporation; RICHARD A. VILLELLI,
23 as TRUSTEE OF THE RICHARD ANTHONY
24 VILLELLI AND MARIE VICTORIA VILLELLI
25 REVOCABLE TRUST; THE IDAHO CLUB
26 HOMEOWNERS ASSOCIATION, INC., an
27 Idaho corporation; the entity named in Attorney
28 Toby McLaughlin's Notice of Unpaid Assessment
29 as PANTHANDLE MANAGEMENT,
30 INCORPORATED, an Idaho corporation; and
31 HOLMBERG HOLDINGS, LLC, a California
32 limited liability company.

33 Third-Party Defendants.

34 STATE OF IDAHO)
35) ss.
36 County of Bonner)

37 TOBY McLAUGHLIN, being first duly sworn, on oath, deposes and says:

1. I am the attorney for the Defendant PANHANDLE MANAGEMENT, INC.

(hereinafter "PMT"), which is a property management company doing business in Bonner

County, Idaho.

2. I am over the age of eighteen years of age, and am competent to testify to the

matters herein.

3. I make this affidavit based upon my own personal knowledge.

4. Attached hereto as Exhibit A is a true and correct copy of the Declaration of

Covenants, Conditions, Restrictions and Easements for the Idaho Club, recorded on October 5,

2002, in the records of Bonner County under instrument number 714739.

5. Attached hereto as Exhibit B is a true and correct copy of the Idaho Club

Homeowner's Association, Inc. (hereinafter "Idaho Club HOA") Articles of Incorporation.

6. Attached hereto as Exhibit C is a true and correct copy of the Idaho Club HOA's

Management Agreement in which the Idaho Club HOA contracted with PMT to act as its

managing agent.

7. On June 10, 2009, on behalf of the Idaho Club HOA, I recorded a Notice of Lien

for unpaid assessments against lots owned by Defendant Bend Oreille Bonner Development

within the Idaho Club development. A true and correct copy of this Notice of Lien is attached

hereto as Exhibit D.

8. On November 17, 2009, on behalf of the Idaho Club HOA, I recorded an Amended

Notice of Lien for unpaid assessments against lots owned by Defendant Bend Oreille Bonner

Development within the Idaho Club development. A true and correct copy of this Notice of Lien

is attached hereto as Exhibit E.


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

9. On September 9, 2010, on behalf of the Idaho Club HOA, I recorded a updated Notice of Lien for unpaid assessments against lots owned by Defendant Pend Oreille Bonner Development within the Idaho Club development. A true and correct copy of this Notice of Lien is attached hereto as *Exhibit F*.

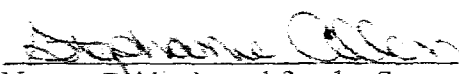
10. These liens were all recorded on behalf of the Idaho Club, HOA, and not on behalf of PMI, as PMI is merely the agent for Idaho Club, HOA. As these are home owner association liens, only the home owner association has the authority to record such liens.

DATED this 3rd day of November, 2014.

BERG & McLAUGHLIN, Chd.


Taby McLaughlin
Attorneys for the Panhandle Management, Inc.

SUBSCRIBED AND SWORN to before me this 3 day of November, 2014.


Notary Public in and for the State of Idaho.

Residing at: 31131205
My appointment expires: 3/13/2015

CERTIFICATE OF SERVICE

On November 7, 2014, I caused copies of the foregoing document to be served by the following methods on the parties listed below as follows, which is the last known address for the listed party:

Richard L. Stacey
McConnell Wagner Sykes & Stacey, PLLP
755 W. Front Street, Ste 200
Boise, ID 83702
Attorneys for R.E. Loans and Valiant Idaho, LLC

- By Hand Delivery
By U.S. Mail
By Fax: 208-489-3110
By Email
Other

Susan P. Weeks
James, Vernon & Weeks, PA
1626 Lincoln Way
Coeur d'Alene, ID 83814
Counsel for North Idaho Resorts, LLC, V.P. Inc.

- By Hand Delivery
By U.S. Mail
By Fax: 208-664-1684
By Email
Other

Bruce Anderson
Ford Elsaesser
Elsaesser, Jarzabek, Andeson, Elliott and
Macdonald, Chtd.
3201 E. Neider Avenue, Ste 102
Coeur d'Alene, ID 83815
Counsel for Sage Holdings, LLC. Dan Jacobson and Steven G. Lazar

- By Hand Delivery
By U.S. Mail
By Fax: 208-667-2150
By Email
Other

Charles M. Dodson
1424 Sherman Avenue, Ste 300
Coeur d'Alene, ID 83814
Attorney for R.C. Worst & Co.

- By Hand Delivery
By U.S. Mail
By Fax: 208-666-9211
By Email
Other

Gary I. Amendola
Amendola & Doty, PLLC
702 N. 4th Street
Coeur d'Alene, ID 83814
Attorney for T-O Engineers

- By Hand Delivery
By U.S. Mail
By Fax: 208-765-1046
By Email
Other

Brent Featherston
Featherston Law Firm, Chtd.
113 Second Avenue
Sandpoint, ID 83864

- By Hand Delivery
By U.S. Mail
By Fax: 208-263-9400
By Email
Other

*Attorneys for Pensco Trust Co. and
Mortgage Fund '08, LLC*

John A. Finney By Hand Delivery
Finney, Finney & Finney, P. A. By U.S. Mail
120 East Lake Street, Ste 317 By Fax: 208-253-8211
Sandpoint, ID 83854 By Email
 Other

*Attorneys for ACI Northwest Inc. and Pucci
Construction, Inc.*

Lynnette M. Davis By Hand Delivery
Hawley Troxel Ennis & Hawley, LLP By U.S. Mail
P.O. Box 1617 By Fax: 208-954-5213
Boise, ID 83701-1617 By Email
 Other

Attorney

John Layman By Hand Delivery
Layman Law Firm By U.S. Mail
601 S. Division Street By Fax: 509-624-2902
Spokane, WA 99202 By Email
 Other

*Attorneys for Pand O'Neill Bommer
Development*

Gary Finney By Hand Delivery
Finney, Finney & Finney, P.A. By U.S. Mail
120 Lake Street, Ste 317 By Fax: 208-253-8211
Sandpoint, ID 83864 By Email
 Other

Attorney for JV LLC

Robert J. Fasnacht, Jr. By Hand Delivery
850 W. Ironwood Drive, Ste 101 By U.S. Mail
Coeur d'Alene, ID 83814 By Fax: 208-664-4785
 By Email
 Other

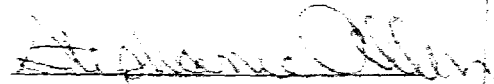
Asphalt Company

Genesis Golf Builders, Inc. By Hand Delivery
Attn: Ron Freund By U.S. Mail
PO Box 1271 By Fax
McHenry, IL 60050 By Email
 Other

Pro Se

Stanley J. Tharp By Hand Delivery
Eberle, Berlin, Kading, Trumbow & By U.S. Mail
McKivver, Chrd By Fax: 208-344-8542
PO Box 1358 By Email
Boise, ID 83701 Other

Attorneys for Wells Fargo



Stephanie G. Allen

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Recorded at the Request of
(when recorded return to):

Chuck Reeves
151 Clubhouse Way
Sandpoint, ID 83564

FILED BY
Wald
2006 OCT 25 PM 2:07
1740
MARIE SCOTT
BONNER COUNTY RECORDER
Ms

714739

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
THE IDAHO CLUB**

A Master Planned Unit Development
Bonner County, Idaho

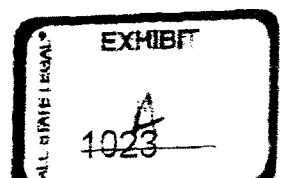


Table of Contents

ARTICLE I DEFINITIONS	1
1.1 Assessment.....	2
1.2 Association.....	2
1.3 Board or Board of Directors	2
1.4 Bylaws.....	2
1.5 Club.....	2
1.6 Club Property and Club Facilities.....	2
1.7 Common Area or Areas	2
1.8 Common Expenses.....	2
1.9 Common Facilities.....	2
1.10 Compliance Deposit.....	3
1.11 Declarant.....	3
1.12 Declaration.....	3
1.13 Design Guidelines.....	3
1.14 Design Review Board or "DRB".....	3\
1.15 Dwelling.....	3
1.16 Golf Cart Easement Areas	3
1.17 Golf Cart Paths.....	3
1.18 Golf Course Hazards.....	3
1.19 Improvement.....	4
1.20 Limited Common Area	4
1.21 Lot.....	4
1.22 Map.....	4
1.23 Member.....	5
1.24 Mortgage.....	5
1.25 Mortgagee	5
1.26 Owner.....	5
1.27 Private Roads	5
1.28 Project.....	5
1.29 Project Documents	5
1.30 Property.....	5
ARTICLE II.....ASSOCIATIONS, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS	5
2.1 Organization of Association	5
2.2 Duties and Powers.....	5
2.3 Membership.....	6
2.4 Transfer of Membership.....	6
2.5 Classes of Membership; Voting Requirements.....	6
2.6 Membership Meetings.....	6
2.7 Board of Directors.....	6
2.8 Use of Agent.....	6

ARTICLE III	COMMON AREAS	6
3.1	Common Area	6
3.2	Common Facilities	7
3.3	Reservation of Easement by Declarant	7
3.4	Transfer of Title to Common Area	8
3.5	Partition of Common Areas Prohibited	8
3.6	Damage by Member	8
ARTICLE IV	EASEMENTS AND OTHER RIGHTS	8
4.1	Easements for Encroachments	8
4.2	Easements of Maintenance, Cleaning and Repair	8
4.3	Easements for Utilities and Drainage	9
4.4	Right to Ingress, Egress and Support	9
4.5	Association's Right to Use Common Areas	9
4.6	Easement for Completion of Project	9
4.7	Easements Deemed Created	9
4.8	View	9
ARTICLE V	RESTRICTIONS ON USE	10
5.1	Use of Individual Lots	10
5.2	Business Use Prohibited	10
5.3	Rentals	10
5.4	Nuisances	11
5.5	Temporary Residences	11
5.6	Use of Common Areas	11
5.7	Private Roads and Parking	11
5.8	Restriction Upon Dismantling, Repairing and Servicing	12
5.9	Golf Carts, ATV's and Vehicles other than Automobiles	12
5.10	Signs	12
5.11	Animals	12
5.12	Wildlife	13
5.13	Garbage and Refuse Disposal	13
5.14	Unightly Items	13
5.15	Garage Doors	13
5.16	No Special Right to Use Club Property	13
5.17	Golfing Indemnity	13
5.18	Rules and Regulations	14
5.19	Sub-Association Use Restrictions	15
5.20	No Warranty of Enforceability	15

ARTICLE VI BUILDING RESTRICTIONS 15

6.1	Structures	15
6.2	Approval of Use and Plans	15
6.3	Landscaping	15
6.4	Minimum Improvements	16
6.5	Adoption of Design Guidelines	16
6.6	Exemption of Declarant	16
6.7	Repair and Maintenance Rights and Duties of Owners	16
6.8	Damage to Dwellings	17
6.9	Rights of Association	17
6.10	Re-Subdivision	17
6.11	Temporary Structures	17
6.12	Fences	17
6.13	Lighting	18
6.14	Fuel Tanks	18
6.15	Exterior Energy Devices	18
6.16	Antennae; Satellite Dishes	18
6.17	Mailboxes	18
6.18	Grading, Drainage and Grassy Swales	18
6.19	Fire Protection	19

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND BOARD OF DIRECTORS 19

7.1	Common Areas	19
7.2	Common Area Manager	19
7.3	Miscellaneous Goods and Services	19
7.4	Real and Personal Property	20
7.5	Rules and Regulations	20
7.6	Granting Easements	20
7.7	Implied Rights	20
7.8	Power of Attorney and Amendments	20

ARTICLE VIII ASSESSMENTS 21

8.1	Agreement to Pay Assessments	21
8.2	Annual Assessment	21
8.3	Special Assessments	23
8.4	Lien for Assessments	23
8.5	Personal Obligation of Owner	24
8.6	Statement of Account	24
8.7	Personal Liability of Purchaser	24
8.8	Reserve Fund	24
8.9	Amendment of Article	24

ARTICLE IX	INSURANCE	24
9.1	Types of Insurance	24
9.2	Lenders' Requirements	26
9.3	Waiver of Claim Against Association	26
9.4	Right and Duty of Owners to Insure	26
9.5	Notice of Expiration Requirements	26
9.6	Insurance Premiums	26
9.7	Trustee for Policies	27
ARTICLE X	DESIGN REVIEW BOARD	27
10.1	Members of Committee	27
10.2	Appointment	27
10.3	Compensation	27
10.4	Non-liability	27
10.5	Approval Required	28
10.6	Basis of Approval	28
10.7	Variances	28
10.8	Application	28
10.9	Decision	29
10.10	Compliance Deposit	29
10.11	Inspections and Enforcement	30
10.12	Private Rights	31
ARTICLE XI	DESTRUCTION; CONDEMNATION	31
11.1	Damage to Common Areas	31
11.2	Damage to Dwellings	31
11.3	Condemnation	31
ARTICLE XII	DURATION AND AMENDMENT	32
12.1	Duration	32
12.2	Amendment	32
12.3	Option to Expand	32
ARTICLE XIII	MORTGAGEE PROTECTION	32
13.1	Priority of Mortgage Lien	32
13.2	Curing Defaults	33
13.3	Resale	33
13.4	Mortgagee's Furnishing Information	33
13.5	Conflicts	33
13.6	Federal Agency Agreement	33

ARTICLE XIV	GENERAL PROVISIONS	33
14.1	Compliance	33
14.2	Enforcement and Remedies	33
14.3	Intent and Purpose	34
14.4	Construction	34
14.5	Notices and Registration of Mailing Address	34
14.6	Conflict of Project Documents	34
14.7	Audit	35
14.8	Effective Date	35
14.9	Limitation on Association's Liability	35
14.10	Owner's Obligations	35

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR THE IDAHO CLUB**

**A Master Planned Unit Development
Bonner County, Idaho**

This Declaration of Covenants, Conditions, Restrictions and Easements for The Idaho Club is made and executed this 5th day of October, 2006, by Pend Oreille Bonner Development, LLC, a Nevada limited liability company authorized to do business in the state of Idaho ("Declarant").

WHEREAS:

A. Declarant is the Owner of real property located in Bonner County, Idaho which is to be developed as a master planned golf, recreational and residential community (the "Project"). The Project includes the property formerly known as the Hidden Lakes Planned Unit Development, golf course and constituent subdivisions.

B. The property subject to this Declaration consists of those portions of the Project designated for private, single- or multi-family residential development, and the Common Areas and Common Facilities associated therewith, as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

C. By this Declaration, Declarant desires to subject the Property, the Lots and the Dwellings to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, and to amend and fully restate the Protective Covenants for Hidden Lakes PUD dated August 29, 1999 and recorded as Instrument No. 557929, records of Bonner County, Idaho, and all amendments thereto, for the benefit of the Property and the Project, and for each owner of a Lot or Dwelling thereon.

NOW, THEREFORE, in order to promote the best use and the most appropriate development and improvement of the Property and each Lot, Declarant hereby declares that the Property and each Lot and Dwelling located thereon shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the covenants, restrictions, conditions, reservations, liens, easements, and charges set forth herein, all of which shall be deemed to be imposed upon and run with the land, to insure quality of design, development, improvement, use and maintenance of the Property as shall protect and enhance the investment and use of all Lots.

**ARTICLE I
DEFINITIONS**

Defined Terms. Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.

1.1 Assessment: That portion of the cost of maintaining, improving, repairing, operating, and managing the Property, the Common Areas and Common Facilities, which is to be paid by the Lot Owners as determined by the Association under this Declaration. Assessments may be designated as Regular Assessments or Special Assessments, as those terms are more specifically defined in Article entitled "Assessments" of this Declaration.

1.2 Association: The Idaho Club Homeowners Association, Inc., an Idaho nonprofit corporation, the members of which shall be the Owners of Lots in the Project.

1.3 Board or Board of Directors: The governing body of the Association, which may also constitute the Design Review Board or DRB.

1.4 Bylaws: The Bylaws of the Association as amended from time to time.

1.5 Club: "Club" shall mean the person or entity who owns fee title to the Club Property, which shall initially be Pend Oreille Bomber Development, LLC, a Nevada limited liability company, in its capacity as owner and operator of the Club Property, and any successor in title to the Club Property.

1.6 Club Property and Club Facilities: "Club Property" shall mean the real property described on Exhibit "B" attached hereto and by this reference incorporated herein, adjacent to, or in or near the proximity of, the Property, that has been or will be developed with the Club Facilities, consisting of and including a golf course and affiliated commercial and recreational facilities, including fitness area, spa, pool, tennis and sport courts, and children's center and recreation area.

1.7 Common Area or Areas: The real property and Improvements located within the Project, other than the Lots, Dwellings, Club Property and Club Facilities, but including without limitation the open space, storm water collection and treatment areas, Private Roads, sidewalks, common easements, drainage areas and similar amenities, and the Common Facilities, all of which shall be owned and maintained by the Association for the common use and enjoyment of all Owners; members of the Club; their respective invitees, licensees, employees, agents and representatives; and the general public as permitted by the Club or the Declarant pursuant to the terms of this Declaration. Additionally, the Common Area shall include any other property conveyed to the Association for the use and benefit of the Owners of all Lots in the Project.

1.8 Common Expenses: The actual and estimated expenses of maintenance, improvement, repair, operation, insurance and management of the Common Areas, expenses of administration of the Association by the Board, and all sums designated Common Expenses by or pursuant to the Project Documents.

1.9 Common Facilities: All furniture, furnishings, equipment, facilities and other property (real, personal or mixed) and interests therein at any time leased, acquired, owned, used, maintained or held by the Association for the use and benefit of the Owners and all other property (real, personal or mixed) hereafter acquired in accordance with this Declaration with

monies from the Common Expense Fund. Common Facilities shall be deemed to be part of the Common Areas, except to the extent otherwise expressly provided in this Declaration.

1.10 Compliance Deposit: Such deposit and or performance guaranty required by the DRB pursuant to Article X of this Declaration.

1.11 Declarant: Pend Oreille Bonner Development, LLC, a Nevada limited liability company authorized to do business in the state of Idaho, and any successors or assigns who come to stand in the same relationship to the Project.

1.12 Declaration: This Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, as it may be amended from time to time.

1.13 Design Guidelines: The architectural and design guidelines, rules, regulations, limitations and restrictions adopted pursuant to Article X of this Declaration, for the construction, reconstruction, modification, alteration and maintenance of Improvements on the Property.

1.14 Design Review Board or "DRB": The Design Review Board for The Idaho Club. At the discretion of the Board of Directors, the DRB may be the same as the Board of Directors for the Association.

1.15 Dwelling: Any building or portion thereof within the Project which is designed and intended for use and occupancy as a residence.

1.16 Golf Cart Easement Areas: Strips of land ten feet (10') in width within Lots that are contiguous to the Club Property measured from the common boundary line that separates each Lot and such Club Property, and those portions of the private streets and roads that separate the fairway lots and connect the golf holes separated by such lots.

1.17 Golf Cart Paths: The natural, paved and/or landscaped areas that provide pedestrian, golf cart and other vehicular ingress and egress to fairway lots and other portions of the Club Property for golfing, golf course maintenance, and other golf-related purposes.

1.18 Golf Course Hazards: (a) Errant or stray golf balls, motorized golf carts, golfers and other traffic or events inherent to the activities on the Club Property; (b) additional trees, shrubs and other landscaping, or the growth of existing trees, shrubs and other landscaping on Club Property; (c) irrigation and overspray from irrigation facilities and the use of reclaimed water on the Club Property; (d) construction or installation of fencing and other Improvements; (e) the use of fertilizers, pesticides and other chemicals that may be applied to the Club Property; (f) changes to the Club Property and/or Club Facilities including, without limitation, fairways and greens; (g) disturbances, traffic and other noise from the clubhouse, golf course, parking areas, driving range, Golf Cart Paths, or any other portions of the Club Property or Golf Cart Easement Areas caused by activities inherent to golf course and clubhouse property such as mowing of greens, fairways, roughs and around trees; the use of blowers, aerifiers, mulchers, tractors, utility vehicles and other equipment; circulation pumps, compressors and wells for

water features; (h) early morning and late night play or maintenance activities; (i) loss of privacy of Lots that are in near proximity to the golf course, the Golf Cart Paths or the Golf Cart Easement Areas, (j) the visibility of lights used in connection with any driving range, clubhouse or from any other golfing or golf-related activities, including maintenance work; and (k) the presence of rodents or the existence of rodent control activities upon Club Property.

1.19 Improvement

(a) Structures and appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, walkways, sprinkler and sewer pipes or lines, garages, carports, gazebos, swimming pools and other recreational facilities, roads, driveways, parking areas, fences, screens, screening walls, retaining walls, awnings, patio and balcony covers, stairs, decks, landscaping, hedges, slopes, windbreaks, the exterior surfaces of any visible structure, trees and shrubs, poles, signs, solar or wind powered energy systems or equipment, satellite dishes or antennae and other exterior communication devices, and water softener or heater or air conditioning and heating fixtures and equipment;

(b) the demolition or destruction by voluntary action of any structure or appurtenance thereto of every type and kind;

(c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed;

(d) landscaping, planting, clearing, or removing of trees, shrubs, grass or plants;

(e) any change or alteration of any improvement including any change of material, exterior appearance, color or texture; and

(f) the processing and recordation of any lot line adjustment.

1.20 Limited Common Area The portions of the Common Areas in the Project serving less than all of the Lots, and designated for use of a certain Lot or Lots to the exclusion, limitation or restriction of others, except by invitation of the Owners thereof, as described herein and/or labeled as Limited Common Area on the Map.

1.21 Lot Any residential Lot shown upon the Map and constituent subdivision plat or plats of the Project created for the construction of a private Dwelling. The term "Lot" does not include any portion of the Common Area, the Club Property or the Club Facilities.

1.22 Map The site plan for the Project, a copy of which is attached hereto as Exhibit "C" and by this reference incorporated herein, as the same may be amended from time to time. The Map also identifies those areas designated for development as the "Cabins" and other development types such as the "Custom Lots," to which different rules and guidelines may be applied.

1.23 Member: A person entitled to membership in the Association as provided herein.

1.24 Mortgage: Includes a recorded mortgage, deed of trust, real estate contract, or other instrument creating a security interest in any Lot.

1.25 Mortgagee: Includes a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a mortgage on any Lot or Dwelling constructed thereon, and any successor to the interest of such person or entity under such mortgage.

1.26 Owner: The person or persons owning in fee simple a Lot on the Property, as such ownership is shown by the records of the County Recorder of Bonner County, Idaho, as well as any person or persons purchasing a Lot under contract until such contract is fully performed and legal title conveyed of record. The term "Owner" shall not refer to any Mortgagee unless such Mortgagee has obtained title in fee simple to a Lot pursuant to judicial or non-judicial action, including, without limitation, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

1.27 Private Roads: Those portions of the Common Area consisting of private streets and roadways providing access from the Lots to the public right of way, to be owned in fee and maintained by the Association, together with associated drainage facilities and/or structures.

1.28 Project: The Idaho Club, a master planned golf, recreational and residential community.

1.29 Project Documents: This Declaration, the Map, the Articles, the Bylaws, and any architectural, design or other rules promulgated by the Declarant or the Association pursuant to this Declaration, as each shall be amended from time to time.

1.30 Property: The real property covered by this Declaration, all easements, rights and appurtenances belonging thereto, and all improvements erected or to be erected thereon. The term "Property" shall not include the Club Property or Club Facilities.

ARTICLE II ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

2.1 Organization of Association: The Association is or shall be a nonprofit corporation operated for the benefit of the Owners and the Property in accordance with Chapter 3, Title 30, Idaho Code, under the name of THE IDAHO CLUB HOMEOWNERS ASSOCIATION, INC..

2.2 Duties and Powers: The duties and powers of the Association are those set forth in this Declaration, together with the general and implied powers of a nonprofit corporation, and generally to do any and all things 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 Declaration. Without limiting the generality of the

foregoing, the primary functions of the Association shall be the management and enforcement of the Design Guidelines, and the maintenance, operation and insurance of the Common Areas and Common Facilities.

2.3 Membership. The Owner of a Lot shall automatically, upon becoming the Owner of the Lot, be a Member of the Association, and shall remain a Member thereof until such time as his ownership ceases for any reason, in accordance with the Bylaws of the Association.

2.4 Transfer of 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. Each membership shall be transferred automatically to any subsequent purchaser by conveyance of that Lot.

2.5 Classes of Membership, Voting Requirements. Except as otherwise provided for herein with respect to appointments to the DRB and establishment of the initial budgets, and apportionment of assessments, for so long as the title to any part of the Project remains in the Declarant, the Association shall have two (2) classes of voting membership. One class shall consist of the Declarant, which shall be entitled to five (5) votes for each Lot owned. The other class of voting membership shall consist of all Owners other than Declarant, who shall be entitled to one (1) vote for each Lot owned. Planned as well as existing platted Lots shall be counted. The Property shall be deemed to include ~~458~~ Lots (until final platting of all Lots), for purposes of this section, appointments to the DRB, establishment of budgets and for overall voting purposes.

2.6 Membership Meetings. Regular and special meetings of the Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

2.7 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 Bylaws of the Association.

2.8 Use of Assets. The Board of Directors, on behalf of the Association, may contract with a professional management agent for the performance of maintenance and repair and for conducting other activities on behalf of the Association, as may be determined by the Board.

ARTICLE III COMMON AREAS

3.1 Common Area. The Common Area shall include all real property and improvements within the Project designated as Common Area, excluding the Club Property and Club Facilities and including open space, Private Roads (together with drainage facilities associated therewith), sidewalks, common easements, drainage easements, storm water collection and treatment areas and facilities, garbage collection areas, and any other land which may be conveyed to and accepted by the Association, all of which shall be dedicated to the

common use and enjoyment of all Owners; members of the Club; and invitees, licensees, employees, agents, and representatives of an Owner, the Club or members of the Club as permitted by the Club or the Declarant pursuant to the terms of this Declaration. The Common Area shall be owned, operated, maintained, and insured by the Association, for the use and benefit of Owners of Lots in the Project and, where applicable, the Club and Club Property, subject to reasonable rules and regulations enacted according to the Bylaws. Except with respect to the Limited Common Areas identified as such on the Map, in this Declaration or by subsequent enactment of the Board, each Lot Owner, through membership in the Association, shall have a nonexclusive right to use the Common Area in accordance with the purposes for which it is intended, without hindering the exercise of or encroaching upon the lawful rights of any other Lot Owners or, where applicable, the Club and Club Property.

Common Areas shall have a permanent character and shall not be altered except with the written consent of not less than two-thirds (2/3) of the voting power present in person or by proxy at a meeting of the Association at which a quorum has been certified, expressed in an amendment to this Declaration duly recorded, and then only to the extent consistent with approvals given or amendments allowed by Bonner County. In addition, no area designated as open space on the Map or established and developed as such by the Declarant, or any other part of the Common Areas which are developed and dedicated for the benefit of the Club or Club Property, or members of the general public as permitted by the Club, shall be altered, built upon, or otherwise developed, landscaped or used for recreation or other purposes, except upon the express written consent of the Club.

3.2 Common Facilities. The Association shall further operate, repair and maintain any and all Common Facilities, whether or not such facilities lie within the Common Area or Limited Common Area. The Association shall have the right to enter any Lot or the Dwelling located thereon for the purpose of performing repairs or maintenance on such Common Facilities. Except in the case of an emergency, the Association shall give not less than 48 hours notice of its intent to enter upon a Lot or Dwelling for the purpose of inspecting, maintaining or repairing such Common Facilities. The reserved rights of the Declarant set forth herein may not be altered or amended by the Association or the Owners without the express written consent of the Declarant.

3.3 Transfer of Title to Common Area. Upon completion of Common Area improvements, or at such other time as the Declarant shall, in its sole discretion, deem appropriate, the Declarant will grant, convey and dedicate all Common Areas and Common Facilities to the Association for the common use, benefit and enjoyment as described herein. Such grant, conveyance and dedication shall be effective upon recordation of a deed thereto, and the formation and due constitution of the Association, at which time title to the Common Areas and Common Facilities so conveyed shall be deemed vested in the Association, subject to the reserved rights of the Declarant set forth herein.

3.4 Reservation of Easements by Declarant. Notwithstanding the transfer of the Common Areas to the Association, the Declarant hereby reserves in itself, its successors-in-interest and assigns, and the Club, an easement (and the right to grant further easements) over and onto the Common Areas for ingress to and egress from the Project for the purpose of

completing Improvements thereon or for the performance of necessary construction, maintenance, or repair work, and for ingress and egress to and from adjacent property, including but not limited to the Club Property, in connection with the development, use, and occupancy thereof. Such easements shall include, but are not necessarily limited to, easements in favor of the Club and the Club Property for encroachment of Club Facilities, access, signage, utilities, drainage, run off, and the like.

3.5 Partition of Common Areas Prohibited. In the event of dissolution of the Association and conveyance of fee title to the Common Areas and Common Facilities to the Owners as tenants in common pursuant thereto, no Owner shall bring any action for, or be entitled to, partition or division of any part of the Common Areas Common Facilities, without the unanimous consent of all Owners. Furthermore, no such partition shall be effective to alter the rights of the Declarant or the Club without their express written consent. This restriction is necessary to preserve the rights of the Owners with respect to the operation, management, use, and enjoyment of the Common Areas and Common Facilities.

3.6 Damage by Member. Each Member shall be liable to the Association for any damage to the Common Areas or Common Facilities not fully reimbursed to the Association by insurance, if the damage is sustained because of the negligence or willful misconduct of the Member, his guests, tenants, or invitees, or any other persons deriving their right and easement of use and enjoyment of the Common Areas and Common Facilities from the Member, or his or their respective family and guests, both minor and adult. However, 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 Owner and the Owner's interest in his Lot and Dwelling, and may be recovered from the Compliance Deposit, if any, and/or enforced as provided hereby for the enforcement of any other Assessment.

ARTICLE IV EASEMENTS AND OTHER RIGHTS

4.1 Easements for Encroachments. If any part of the Common Areas or Club Facilities encroach or shall hereafter encroach upon any Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances on the Lots.

4.2 Easements of Maintenance, Cleaning and Repair. Some of the Common Areas and/or Club Facilities are or may be located upon the Lots or may be conveniently accessible only through the Lots. The Association, the Club, and their respective agents, contractors and subcontractors shall each have the irrevocable right to have access to each Lot and Dwelling and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair or replacement of any Common Areas or Club Facilities, respectively, or for making emergency repairs at any time therein necessary to prevent damage to

the Common Areas or Club Facilities. Such entry shall be made upon reasonable notice, except in the event of emergency, and with as little inconvenience to the Owners or occupants as practicable.

4.3 Easements for Utilities and Drainage. Declarant expressly reserves for the benefit of itself, the Club, and their respective successors in interest and assigns, including the Association, easements over and under the Common Areas and ten (10) feet in width on either side of any Lot line through the entire Property (together with the right to grant and transfer the same), together with those areas designated on the Bonner County approved stormwater management plan referred to in section 6.18, as the same may be amended from time to time, for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, and telephone lines and facilities, heating and air conditioning facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping as may be hereafter required to serve the Property, and for maintenance of cut and fill slopes associated with the Private Roads. No structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the Project. The area of each Lot which includes utilities and drainage facilities shall be continuously maintained by the Owner of such Lot.

4.4 Right to Ingress, Egress and Support. Subject to the rules and regulations of the Association, each Owner and the Club shall have the right to ingress and egress over, upon and across the Common Areas as necessary for access to such Owner's Lot or the Club Property. Such rights shall be perpetual and shall be appurtenant to and pass with title to each Lot and the Club Property. Without limiting the generality of the foregoing, the Declarant reserves the right to establish driveways and easements across Common Area or other open space for access for ingress, egress and/or utilities as necessary to serve any Lot and/or the Club Property.

4.5 Association's Right to Use Common Areas. The Association shall have an easement to make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration.

4.6 Easement for Completion of Project. Declarant shall have a transferable easement over and on the Common Areas and the Lots for the purpose of completing construction of the Project and making improvements therein as shown on the Map and for the purpose of doing all things reasonably necessary or appropriate in connection therewith.

4.7 Easements Deemed Created. All conveyances of Lots within the Project hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

4.8 View. Each Owner by acceptance of a deed or other conveyance of a Lot or any part or unit thereof acknowledges that any construction or improvement by Declarant, the Club, the Association, or any other Owner may change, impair, obstruct or otherwise affect any view that such Owner may have enjoyed at the time of the purchase of his Lot or any part or unit

thereof, or may have subsequently come to have enjoyed thereafter. The Project Documents do not contain any provisions intended to protect any view or to guarantee that any views that an Owner may have enjoyed or may come to enjoy will not be impaired or obstructed in the future by changes to other property including, without limitation, the Club Property or Common Areas. Each Owner further acknowledges that any rights acquired do not include the preservation of any view and further consents to any future obstruction and/or impairment of the same. No representations or warranties of any kind, express or implied, have been given by Declarant, the Club or their respective officers, employees, partners, subsidiaries, affiliated companies, sales agents, directors or other agents in connection with the preservation of views and each Owner and/or the Associations agree to hold the Declarant, the Club, and all of such officers, employees, partners, subsidiaries, affiliated companies, and directors and agents of any of them free from liability or such damages, costs, expenses or charges incurred in connection therewith such as, but not limited to attorneys' fees and court costs and costs arising from any changes, obstruction or impairment of the view from such Owner's Lot or any part or unit thereof.

ARTICLE V RESTRICTIONS ON USE

The use of the Property and each Lot and Dwelling thereon is subject to the following:

5.1 Use of Individual Lots. All Lots and Dwellings shall be used for residential purposes only, and such uses as are customarily incidental thereto, except that no individual wells or septic systems shall be allowed on any Lot. Those areas designated in the approved planned unit development for the Project (the "PUD") for the golf course and subordinate "commercial" and recreational uses and facilities (including clubhouse, fitness area, spa, pool, tennis and sport courts, children's center and recreation area, and the like, are intentionally excluded from this Declaration.

5.2 Business Use Prohibited. With the exception of the business of Declarant in developing and marketing the Project, no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot, or within any Dwelling located on a Lot. Any "home occupation" that may otherwise be permissible under Bonner County Code, shall be allowed only upon review and approval of the DRB, and only to the extent that such use will not generate any traffic, the need for additional parking, on-site sales, or otherwise create objectionable noise, vibration, glare, fumes, odors, electrical interference or other conditions which might adversely impact nearby neighbors or the Project.

5.3 Rentals. Notwithstanding anything contained herein which may be construed to the contrary, any Owner may rent or lease a Dwelling, subject to reasonable rules and regulations which may be imposed by the Board, and subject to the following: (1) the Cabins, the Lodge Home (adjacent to the Clubhouse), and the Presidents Homes (constructed or approved for construction as of the date of this Declaration) may be rented on a daily basis; and (2) any other Dwelling may be rented for periods not less than seven (7) days at a time.

5.4 Nuisances. No Lot or Dwelling shall be used, occupied, or altered: (1) in violation of law; (2) so as to detract from the appearance or value of any other Lot or Dwelling; (3) so as to create a nuisance; (4) to interfere with the rights of any other Owner; (5) to interfere with the rights of the Club; or (6) in a way which would result in an increase in the cost, cancellation or non-renewal of any insurance covering the Project as a whole. No noxious, illegal, or offensive activities shall be carried on in any Lot or Dwelling, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with the quiet enjoyment of, each of the Owners of his respective Lot or Dwelling.

5.5 Temporary Residences. No garage, trailer, camper, motor home or recreational vehicle may be used as either a temporary or permanent residence. The use of such structures shall not be permitted even on a limited basis under any conditions including, without limitation, during the period of time that a Dwelling is being constructed or during any renovation of a Dwelling.

5.6 Use of Common Areas. The Common Areas shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Lots, and in accordance with such rules and regulations as may be adopted by the Board or the Association in accordance with the Bylaws. Without limiting the generality of the foregoing: (i) No sidewalk, entrance, passage, stairway or corridor comprising a part of the Common Areas may be obstructed or encumbered or used for any purpose other than ingress or egress to and from Lots; (ii) No articles belonging to Owners shall be kept within or upon Common Areas (other than Limited Common Area associated with his Lot); and (iii) No leases, charges for use, rental agreements, licenses, or similar arrangements shall be employed or entered into with respect to any portion of the Common Areas and Facilities.

5.7 Private Roads and Parking. All Private Roads located within the Project are for the use of Owners; members of the Club; their respective invitees, licensees, employees, agents and representatives; and the general public to the extent allowed by the Club or the Declarant pursuant to the terms of this Declaration, subject to reasonable rules and regulations promulgated in writing by the Association. It shall be the responsibility of each Member to allow maximum ease of pedestrian, bicycle and vehicular ingress and egress over the Private Roads by prohibiting automobile parking in front of carports or garages, or in the driveways, alleyways, or Private Roads, and allowing no obstruction or barrier on, across or adjacent to sidewalks or paths which would interfere with any other Member's use of the Common Area or access to his Lot. No inoperable vehicles shall be parked or stored within the Project. No boats, motor homes, trailers or other recreational vehicles shall be parked, kept or stored on any Lot unless capable of being kept or stored within a standard automobile-sized garage built in accordance with the Design Guidelines and approved by the DRB. At no time shall any said vehicles or equipment be parked or stored on the Private Roads, driveways or other open areas upon a Lot, except that boats, motor homes, trailers and other recreational vehicles may be parked in a driveway for not more than twenty-four (24) hours at a time for loading, unloading and the like. In the event of a violation of this section, the Board of Directors may employ a tow truck or other device to remove the offending vehicle, and the Owner shall be responsible for any charges arising therefrom.

5.8 Restriction Upon Dismantling, Repairing and Servicing No automobile, commercial vehicle, recreation vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, serviced or repainted on any part of the Property or a Lot, unless performed within a completely enclosed structure which completely screens the sight and sound of such activity from streets, Common Areas and neighboring Lots.

5.9 Golf Carts, ATVs and Vehicles other than Automobiles Golf carts shall not be permitted to be driven on the Private Roads unless they are the same make and model as those used by the golf course and are equipped with lights and signals. Owners are not permitted to use the golf cart paths on the course unless they are engaged in golfing activities. Golf carts personally owned, leased or used by Lot Owners (or others with their permission) shall be registered with the Association and shall at all times be operated in accordance with the rules and regulations to be adopted by the Association in relation to the use of personal golf carts. The use of snowmobiles, ATVs, or similar off-road vehicles is prohibited within the Project. The use of all other vehicles (other than automobiles), including but not limited to bicycles, and motorcycles, shall be subject to the duly adopted rules and regulations of the Association, which may prohibit or limit the use thereof within the Project as it may see fit.

5.10 Signs Except for those signs erected or maintained by Declarant or its agents, no signs, flags or advertising devices of any nature shall be erected or maintained on any part of the Property, without the prior inspection and written approval of the Board of Directors, except as may be necessary temporarily to caution or warn of danger. If the Board of Directors consents to the erection of any such signs or devices, the same shall be removed promptly at the request of the Board of Directors.

5.11 Animals No animals or birds of any kind shall be raised, bred, or kept in any Lot or Dwelling, or on any portion of the Property, except that usual and ordinary household pets such as domestic dogs, cats, or birds, may be kept wholly on a Lot or within a Dwelling, subject to local ordinances and zoning regulations, provided that they are not kept, bred or maintained for any commercial purposes, and that they are kept under reasonable control at all times, and on a leash whenever not confined on a private Lot or Dwelling. Owners shall prevent their pets from soiling all portions of the Property and the Club Property, and in the event a pet does soil a portion of the Property or the Club Property, the Owner or person in control of such pet shall immediately clean up after the pet. The Board may enact reasonable rules respecting the keeping of animals within the Project and may designate certain areas in which animals may not be taken or kept, or may require that specific animals not be allowed on any part of the Property. Each Owner who has a pet that resides upon the Property shall indemnify, protect, defend and hold harmless the Association and any other Owner, and the family, guests, agents and invitees of the Association and/or such Owners, from and against any and all claims, obligations, expenses, liabilities or costs, including attorneys' fees, for property damage or bodily injury or death of any person caused by such pet, or arising from the use of Common Areas by such pet, except to the extent that such claim, obligation, expense, liability or cost arises out of the willful or negligent acts or omissions of the Association or such other Owner, or their family, guests, agents and invitees.

5.12 Wildlife. Wild animals, shall not be fed. In order to minimize attracting bears, raccoons, skunks and other wild animals, and the potential for contact conflicts, bird feeders shall not be used during the summer months, barbecue grills shall be cleaned after each use, pet food shall not be left outside, and any garden compost piles shall be fenced.

5.13 Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All residential and household garbage shall be stored inside until ready for removal if garbage pickup service is available, and shall be kept in sanitary, bear-proof, containers located in appropriate areas. All equipment, garbage cans, or storage piles shall be kept screened and concealed from view of other Lots or Dwellings and the Common Area.

5.14 Unightly Items. All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Lots, Dwellings and Common Areas, and shall not be allowed to accumulate thereon, and all Lots and Dwellings shall be kept in a neat and clean condition as provided in Article 6.7. All clotheslines, refuse containers, trash cans, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot unless obscured from view of adjoining property, streets, or any portion of the Property from a height of six (6) feet or less.

5.15 Garage Doors. Garage doors shall be closed except when open for a temporary purpose.

5.16 No Special Right to Use Club Property. Each Owner, by acceptance of a deed or other conveyance to his or her Lot or any part or unit thereof, acknowledges and agrees that the Club Property, including the Club Facilities, are separate from the Property and do not comprise Association property or Common Area and that no Owner shall have any special right or privilege to enter upon or use the Club Property, Club Facilities, or any other golf course or recreational facilities which may be developed thereon, other than pursuant to the terms and conditions as are offered to Owners and/or members of the general public from time to time, and except as otherwise provided on Addendum No. 1 attached hereto and by this reference incorporated herein with respect to the Lake Club memberships described therein.

5.17 Golfing indemnity. By accepting a deed to a Lot or any part or unit thereof, or to Common Area, each Owner, for himself or herself, and the Association, for itself, and for their respective invitees, guests, personal representatives, assigns, heirs and next of kin, agents, employees (collectively, the "Related Parties") hereby:

(a) acknowledge (i) the potential effect on a Lot, the Common Area or Common Facilities, of the Golf Course Hazards; (ii) the potential for reduction in value of a Lot and/or difficulty in selling a Lot due to Golf Course Hazards; (iii) the unauthorized entry by golfers onto a Lot of any Owner to retrieve errant or stray golf balls; (iv) the impairment of any existing views from landscaping of or changes to the Club Property; (v) the potential for personal injury, death or damage to personal property from the Golf Course Hazards; (vi) the potential for damage to any improvements, including, without limitation, stucco, tile roofs and windows of any structure, attributable to Golf Course Hazards; (vii) the potential for any adverse effect on

any landscaping installed by an Owner within such Owner's Lot or by the Association within the Common Area arising from or attributable to the use of reclaimed water on Club Property by the owner thereof, (viii) the potential for nuisances created by or arising from the Club Property, including, without limitation, landscaping and maintenance of the Club Property and early morning and late night play or maintenance activities and visibility of lights used in connection with any driving range, clubhouse, or maintenance work, if any, installed by the owner of the Club Property; and (ix) the serving and consumption of alcoholic beverages on the Club Property;

(b) assume the risk of any property damage, personal injury or death and/or creation or maintenance of a trespass or nuisance created by or arising in connection with Golf Course Hazards or any matters described above (collectively, "Assumed Risks");

(c) acknowledge and agree that by this Declaration, the Property and every Lot is and shall be subject to an easement in favor of the Club and appurtenant to the Club Property, for errant and/or stray golf balls, overspray and other Golf Course Hazards which may physically encroach upon and enter onto the Property or any Lot, including the airspace above the Property or any Lot, which easement shall be non-exclusive and shall be for the benefit of the Club and shall be limited to use by the Club and the members, invitees, licensees, agents, representatives and assigns of the Club;

(d) release, waive, discharge, and covenant not to sue, and agree to indemnify, defend and hold harmless Declarant, Club, the designer, construction contractor and consultants, their directors, shareholders, affiliates, agents and employees, and the County (collectively, the "Released Parties"), and each of them from any and all liability to the Related Parties for any losses, costs (including, without limitation, attorneys' fees), claims, demands, suits, judgments or other obligations arising out of or connected with any of the Assumed Risks, whether caused by the negligence of the Related Parties or otherwise;

(e) acknowledge that Declarant and the Association have no obligation or right to regulate or control the Club Property or any activities thereon, in any way or manner except as specifically set forth in this Declaration in connection with the maintenance of Private Roads, Golf Cart Easement Areas and drainage improvements located upon the Club Property and the Property. Club has the unilateral right to install any trees or other landscaping or construct any improvements at any location within the Club Property, which could be in near proximity to any Lot or Lots adjoining the Club Property, regardless of its impact to the views from any Lots or Common Areas; and

(f) acknowledge and agree that Declarant makes no warranties or representations that a golf course will be developed and constructed adjacent to the Property or that, if so developed and constructed, will continue to be used and maintained as a golf course, or that, if used as a golf course, will be maintained and operated in the manner that existed or was contemplated at the time of the recordation of this Declaration.

5.18 Rules and Regulations. Each Owner, and any tenant or lessee, shall comply strictly with all rules and regulations adopted by the Association for the governance of the Lots,

the Dwellings, the Common Areas, the Property, and the Project, as such rules and regulations may be modified, amended and construed by the Association in the reasonable discretion of its Board of Directors, so long as they do not conflict with this Declaration or the Bylaws of the Association.

5.19 Sub-Association Use Restrictions. Nothing herein shall prevent a Sub-Association from adopting use restrictions for its portion of the Property which are more restrictive than those set forth herein, provided that such restrictions shall in no way modify the provisions here. In the case of conflict, the more restrictive provisions shall prevail. However, no action by a Sub-Association to limit or restrict rentals of the Cabins, the Lodge Home (adjacent to the Clubhouse), or the Presidents Homes (constructed or approved for construction as of the date of this Declaration) shall be effective without the prior consent of all of the affected Owners.

5.20 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Article V or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant 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 Declarant harmless therefrom.

ARTICLE VI BUILDING RESTRICTIONS

6.1 Structures. Except for those Lots which are designated for multi-family development or as Common Area, no Lot shall be improved except with one (1) Dwelling and such accessory building or buildings allowed for under applicable zoning and approved by the DRB (including storage buildings, swimming pool cabanas and the like). All accessory buildings shall be of like kind and quality of finishing as the Dwelling. No accessory buildings shall be allowed prior to the construction of a Dwelling. Each Dwelling shall contain such minimum floor area as may be specified in the Design Guidelines as the same may be adopted or amended from time to time.

6.2 Approval of Use and Plans. No Improvements shall be built, constructed, erected, placed or materially altered within the Property unless and until the plans, specifications and site plan therefore have been reviewed in advance and approved by the DRB in accordance with the provisions of Article X, below.

6.3 Landscaping. The Owner shall prepare a landscape plan and shall submit it to the DRB for approval, as provided in Article X, below. Approval of the DRB shall be required prior to the installation and/or construction of landscaping on a Lot. Landscaping shall be in accordance with the approved plan. All landscaping shall be installed by a professional landscape firm, and shall be installed in a timely manner in accordance with the duly adopted Design Guidelines as may be adopted from time to time.

6.4 Minimum Improvements. Except for the "Cabins" generally located in the areas depicted on the Map, Dwellings shall contain a minimum of 2000 square feet of fully enclosed interior living space, exclusive of all basements, garages, porches and patios, and shall have not less than a fully enclosed two-car garage (three-car garage preferred). Garage doors shall face to the side of the Lot rather than the front, unless a variance is approved by the DRB.

6.5 Adoption of Design Guidelines. Declarant or in the event of Declarant's failure to do so, the DRB, shall have the power to promulgate standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Project deemed necessary or desirable by the Declarant or the DRB to carry out the purposes of this Declaration. All Design Guidelines shall be consistent with the provisions of this Declaration.

6.6 Exemption of Declarant. Nothing contained herein shall limit the right of the Declarant to subdivide or re-subdivide any Lot or portion of the Property, or to grant licenses, reservations, rights-of-way or easements with respect to the Common Areas to utility companies, the Club or Club Property, public agencies or others; or to complete excavation, grading and development to or on any Lot or other portion of the Property owned or controlled by the Declarant, or to alter the foregoing and its development plans and designs, or construct additional Improvements as the Declarant deems advisable in the course of development of the Project; or to construct or complete Improvements on a Lot that was commenced prior to the recordation of this Declaration. This Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary for the complete development of the Project. The Declarant need not seek or obtain DRB approval of any Improvements constructed or placed within the Property by the Declarant in connection with the development of the Project. Notwithstanding the foregoing, any successor in interest to the Declarant shall be required to obtain DRB approval and comply with the Design Guidelines with respect to any Improvements constructed on a Lot and intended for residential use.

6.7 Repair and Maintenance Rights and Duties of Owners. Except for those portions of the Property which the Association is required or elects to maintain and repair, each Owner shall, at his sole cost and expense, maintain and repair all components of his Dwelling and Lot, and any land between the Lot and the edge of the shoulder of the road (including interior and exterior, structural and nonstructural, and all landscaping, storm water management and erosion control measures), keeping the same in good condition, and shall repair all damage to the Common Areas for which the Owner is responsible under this Declaration. Without limiting the generality of the foregoing:

(a) Each Owner of a Lot shall keep the Improvements painted or stained, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut, and otherwise maintain the Lot in a neat and aesthetically pleasing condition;

(b) All damage to any Improvements shall be repaired as promptly as is reasonably possible.

(c) Vacant buildings and unimproved lots are not exempt from the provisions of this Declaration. Unimproved lots shall be weeded and maintained in a neat and tidy condition by the Owner, prior to development of a Dwelling thereon.

(d) Any event or condition which, in the sole discretion of the DRB, creates an unsightly or blighting influence shall be corrected, removed or obstructed from public view, whether or not such condition or event is specifically described in or prohibited by this Declaration or the Design Guidelines.

6.8 Damage to Dwellings. In the event of any damage to any Dwelling or Dwellings, it shall be the duty of the Owner(s) of the Dwelling or Dwellings to restore and repair the same to its/their former condition, as promptly as practical, under the supervision of the Board. The proceeds of any insurance maintained by the Owner for the reconstruction or repair shall be made available for such purpose. The Dwelling or Dwellings shall be reconstructed or rebuilt substantially in accordance with the original construction plans, or with such new plans as may be approved by the DRB. If the amount available from the proceeds of such insurance policies for such restoration and repair is less than the estimated cost of restoration and repair, the Owner(s) of the Dwelling or Dwellings shall be responsible for the deficiency, and the Board shall have the power to levy a Special Assessment to secure payment of the deficiency. Notwithstanding the foregoing, in the event of the total or almost total destruction of any Dwelling which the Owner elects not to repair or replace, the Owner shall promptly proceed with the demolition of the Dwelling and the removal of all debris, and shall thereafter maintain the Lot as any other vacant Lot, as provided in section 6.7, above.

6.9 Rights of Association. In the event an Owner fails to maintain or repair his Lot or Dwelling, or any of the Common Areas located thereon, as required by this Declaration, the Association shall have the right to enter upon such Lot or Dwelling and perform the same, and to charge and assess the cost thereof as a Special Assessment to the Owner. Except in the case of an emergency, the Association shall provide not less than 48 hours' written notice to an Owner prior to undertaking any maintenance or repair activities pursuant to this section.

6.10 Re-Subdivision. Except for the rights reserved by the Declarant herein, no Lot may be subdivided into more than one separate interest for sale or lease.

6.11 Temporary Structures. No structure of temporary character, trailer, shack, garage, barn or other outbuildings shall be used on any Lot at any time, either temporarily or permanently, except for temporary use during daylight hours by Declarant or its contractors or agents during the course of construction of the Project.

6.12 Fences. There will be no perimeter fencing of Lots. Separation of Lots, if any, is to be established by the utilization of natural vegetation. Interior fencing may be allowed as an extension of the Dwelling, for swimming pool security, animal control, or the like, only upon approval of the DRB, prior to construction or installation, and in accordance with the Design Guidelines.

6.13 Lighting. Exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on a neighboring Lot, and shall be in accordance with the Design Guidelines.

6.14 Fuel Tanks. There shall be no installation or maintenance of fuel storage tanks, above or below ground.

6.15 Exterior Energy Devices. No energy production device, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any Lot without the prior written approval of the DRB, except for heat pumps or similar appliances, or solar panels screened from view, as shown on the plans approved by the DRB.

6.16 Antennae; Satellite Dishes. No video or television antennae, including a satellite dish, shall hereafter be erected, constructed, placed or permitted to remain on the Property unless approved in writing by the DRB, or to the extent required to be permitted under applicable laws, rules or regulations, and then in such case, only in compliance with reasonable rules promulgated from time to time by the DRB. Notwithstanding the foregoing, satellite dishes shall be allowed under reasonable rules and regulations of the DRB until such time as an alternative system for television, video and internet access has been established by the Declarant or the Association.

6.17 Mailboxes. Mailboxes will be generally located in accordance with the Design Guidelines.

6.18 Grading, Drainage and Grassy Swales. Each Lot shall be developed and/or maintained with stormwater management and erosion control measures as set forth in the Bonner County-approved stormwater management plan, on file with the Bonner County Planning Department (Files S1246-05 and C832-05), as the same may be amended from time to time by Declarant with the approval of Bonner County. Without limiting the generality of the foregoing, a site plan indicating the proposed grading and drainage of a Lot must be approved by the DRB before any construction is initiated. Lot grading shall be kept to a minimum, and improvements are to be located for preservation of the existing grade(s) and any grade(s), berms or swales should be an integral part of the grading design. Subject to the requirements of any governmental entity having jurisdiction thereof, water may drain or flow into adjacent streets but shall not be allowed to drain or flow upon, across or under adjoining Lots, unless an express written easement for such purpose exists. All runoff from impervious surfaces (rooftops, driveways, patios, etc.) must be treated (for example in a swale) before entering the storm drain. The only direct connections to the storm sewer shall be via French drains or the like from foundations.

The Department of Environmental Quality for the State of Idaho and Bonner County have required that a subdivision contain grassy swales or other collection and/or treatment structures or mechanisms, in order to properly collect and treat storm water runoff. Each Lot Owner is responsible for the construction and proper maintenance of the grassy swales or other collection and/or treatment structures or mechanisms on or bordering Owner's Lot. Such swales or other structures or mechanisms shall be part of the landscaped / lawn area, and shall be

maintained in conformity with the requirements the storm water management plan, of the Department of Environmental Quality, Bonner County, or other regulatory authority.

6.19 Fire Protection. All commercial and residential buildings on the Property will be required to meet the current version of the International Fire Code then in place with the Northside Fire District. In addition, adequate area shall be maintained in the vicinity of each Dwelling on a Lot to allow for fire apparatus to turn around. All Lots South of Highway 200 will have automatic sprinkler systems to help minimize the spread of fire in the event of a structure fire. Shared access driveways, as shown on the approved subdivision plat, shall be constructed to a minimum travelway of twelve (12) feet in width of paved surface area plus two (2) feet of shoulders. For shared access driveways in excess of one hundred fifty (150) feet in length, turnouts shall be provided every four hundred (400) feet from the main roadway. The Owners of Lots access by shared access driveways shall ensure that they are plowed in the winter and kept open and traversable by emergency vehicles on a year-round basis.

ARTICLE VI RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND BOARD OF DIRECTORS

7.1 Common Areas. The Board of Directors, acting on behalf of the Association, and subject to the obligations and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon, and shall keep the same in a good, clean, attractive, safe and sanitary condition, order and repair. All goods and services procured by the Board of Directors in performing its responsibilities under this section shall be paid for with funds from the Common Expense Fund. The Board shall, at a minimum, maintain the levels of service for maintenance of the Common Areas established by the Declarant, including but not necessarily limited to maintenance and snow removal on the Private Roads, landscaping of the Common Areas, and gatehouse attendants and other personnel, as a Common Expense. Any reduction in levels of service must first be approved by a majority of the Owners AND the Club.

7.2 Common Area Manager. While the Board of Directors has the obligation to operate and manage the Common Areas, it also has the right to employ a Common Area Manager to perform certain services on behalf of the Association, including but not limited to the responsibilities of the Board of Directors relating to the Common Areas. The Board of Directors may by written contract delegate in whole or in part to the Common Area Manager such of the duties, responsibilities, functions and powers hereunder of the Board of Directors as are delegable. The services of the Common Area Manager retained by the Board of Directors shall be paid for with funds from the Common Expense Fund.

7.3 Miscellaneous Goods and Services. The Board of Directors may, on behalf of the Association, obtain and pay for the services of such personnel as the Board of Directors shall determine to be necessary or desirable for the proper operation of the Common Areas and the Common Facilities, whether such personnel are furnished directly by the Association or by any person or entity with whom or with which it contracts. Whenever reasonable and advisable, all such personnel shall be independent contractors. Any contracts between the Association or the

Common Area Manager, on the one hand, and any affiliate of the Common Area Manager, on the other, shall be competitive with those available from unrelated third parties. The Board of Directors may, on behalf of the Association, obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Areas and the Common Facilities or the enforcement of this Declaration. In addition to the foregoing, the Board of Directors may, on behalf of the Association, acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, snow removal, electrical, gas and other necessary or desirable utility services for the Common Areas (and for the Lots or Dwellings to the extent not separately metered or billed), insurance, bonds, and other goods and services common to the Lots or Dwellings.

7.4 Real and Personal Property. The Board of Directors may acquire and hold on behalf of the Association real, personal and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise.

7.5 Rules and Regulations. The Board of Directors may make reasonable rules and regulations governing the use of the Lots, Dwellings, Common Areas, Limited Common Areas and all parts of the Property and those parts of the Project under the operation of the Board (such as the Private Roads, but excluding the Club Property and the Club Facilities)), which rules and regulations shall be consistent with the rights and duties established by this Declaration. The Board of Directors, on behalf of the Association, may take judicial action against any owner or occupant to enforce compliance with such rules and regulations or other obligations of such Owner or occupant arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorneys' fees, from the offending Owner or occupant.

7.6 Granting Easements. The Board of Directors may, without the vote or consent of the Owners or of any other person, grant or create, on such terms as it deems advisable, easements, licenses and rights-of-way over, under, across and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Project.

7.7 Implied Rights. The Association may exercise any right, power or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

7.8 Power of Attorney and Amendments. Each Owner makes, constitutes and appoints the Association his true and lawful agent in his name, place and stead to make, execute, sign, acknowledge and file with respect to the Property such amendments to this Declaration and the Map as may be required by law or by vote taken pursuant to the provisions of the Declaration.

**ARTICLE VII
ASSESSMENTS**

8.1 Agreement to Pay Assessments. The Declarant for each Lot owned within the Project, and for and as the Owner of the Project and every part thereof, hereby covenants, and each Owner of any Lot 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 and with the Association, to pay to the Association all assessments made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time to time as provided in this Article.

8.2 Annual Assessment. Annual Assessments shall be computed and assessed against all Lots in the Project as follows:

(a) Common Expense. Annual Assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas. Such estimated expenses may include, without limitation, the following: expenses of management; real property taxes and special assessments relating to the Common Areas (unless and until the Lots are separately assessed for the same); premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees; fees for the Common Area Manager; utility charges, including charges for utility services to the Lots or Dwellings to the extent not separately metered or billed; snow removal expenses; legal and accounting fees; any deficit remaining from a previous period; creation of an adequate contingency reserve, major maintenance reserve and/or sinking fund; creation of an adequate reserve fund for maintenance repairs, and replacement of those Common Areas and Common Facilities that must be replaced on a periodic basis (such reserve shall be funded by monthly payments rather than extraordinary Special Assessments); and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration, and further including but not limited to the costs of maintaining the existing levels of service described in Section 7.1. Such items shall constitute the Common Expenses, and all funds received from assessments under this section 8.2, except for reserves which shall be established pursuant to Section 8.8, shall be part of the Common Expense Fund.

(b) Apportionment. Each Lot shown on a recorded subdivision plat, including platted Lots owned by Declarant, shall bear an equal share of each Regular and Special Assessment (except for those Assessments charged to individual Owners pursuant to this Declaration), without regard as to whether a Lot has been improved or not, unless otherwise approved by the Board. Notwithstanding the foregoing or anything herein which could be construed to the contrary, the Club shall have no obligation to pay to the Association any Annual, Special or other Assessment, transfer fees or deposits, and the Association shall have no power or authority to impose any Annual, Special or other Assessment, fees or deposits upon the Club or the Club Property.

(c) Annual Budget. Annual Assessments shall be determined on the basis of a fiscal year beginning November 1 and ending October 31 next following, provided the first fiscal year shall begin on the date this Declaration is recorded. On or before October 1 of each year, the Board of Directors shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated amounts of Common Expenses for such fiscal year, anticipated receipts (if any) and any deficit or surplus from the prior operating periods. The budget shall serve as the supporting document for the Annual Assessment for the upcoming fiscal year and as the major guideline under which the Project shall be operated during such annual period.

(d) Notice and Payment. Except with respect to the first fiscal year, the Board of Directors shall notify each Owner as to the amount of the Annual Assessment against his or her Lot and Dwelling on or before October 1 each year for the fiscal year beginning on November 1 next following. No further notice shall be required. Each Annual Assessment shall be payable in four quarterly installments, commencing on the first day of each November, February, May and August during the fiscal year to which the assessment relates; provided, however, the Annual Assessment for the first fiscal year shall be based upon such portion of the first fiscal year. The Owners shall commence payment of the full quarterly (or, at the option of the Board, fully annual) assessments against their respective Lots upon closing. All unpaid installments of any Annual Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date each such installment became due until paid (or at such other lawful rate as the Board of Directors shall establish). The failure of the Board of Directors to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration. In the alternative and at the option of the Board of Directors, the Annual Assessment shall be paid in one lump sum installment due on or before November 30 of the fiscal year.

(e) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time by reason of nonpayment of any Owner's assessment, the Board of Directors may, on behalf of the Association, levy additional assessments in accordance with the procedure set forth in Section 8.3 below, except that the vote therein specified shall be unnecessary.

(f) Initial Assessments and Increases in Annual Assessments. For the first five years following the recordation of this Declaration, the Annual Assessments shall be fixed by the Declarant. After the fifth year following the recordation of this Declaration, Annual Assessments shall be fixed by the Board, and shall not be increased by more than fifteen percent (15%) above the prior year's Annual Assessments, except upon the affirmative vote of two-thirds (2/3) of the voting power present in person or by proxy at the annual meeting of the Association or other special meeting called for that purpose.

(g) Transfer Fee. In addition, the Board may elect to impose a transfer fee equal to not more than one percent (1%) of the gross sales prices of a Lot or Dwelling, in addition to or in lieu of all or part of the Annual or Special Assessments otherwise provided for herein, if deemed appropriate by the Board to better fulfill and fund the purposes and duties of the Association. The initial transfer fee is hereby fixed at \$750, payable upon closing of a sale to a third party. Any increase in the transfer fee in excess of \$250 in any given year shall require approval of a majority of the voting power of the Association in addition to Board approval.

8.3 Special Assessments. In addition to the Annual Assessments authorized by this Article, the Board of Directors may, on behalf of the Association, levy, at any time and from time to time, upon the affirmative vote of two-thirds (2/3) of the voting power present in person or by proxy at a meeting called for that purpose, Special Assessments, payable over such periods as the Board of Directors may determine, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration (including, without limitation, Common Expenses). This section shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Notice in writing of the amount of each such Special Assessment and the time for payment thereof shall be given promptly to the owners; no payment shall be due less than fifteen (15) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate of eighteen percent (18%) per annum (or such other lawful rate as the Board of Directors may establish) from the date such portions become due until paid. All funds received from assessments under this Section shall be part of the Common Expense Fund.

8.4 Lien for Assessments. All sums assessed to Owners of any Lot or Dwelling within the Project pursuant to the provisions of this Article VIII, together with penalties and interest thereon as provided herein, shall be secured by a lien on such Lot, Dwelling and any other Improvements thereon in favor of the Association. To evidence a lien for sums assessed pursuant to this Article VIII, the Board of Directors may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such notice shall be signed by an officer of the Association and shall be recorded in the office of the county recorder of Bonner County, Idaho. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Upon payment of all delinquent assessments, plus interest, costs and expenses of such delinquency (including reasonable attorneys' fees incurred in the investigation, preparation and filing of such lien), or other satisfaction thereof, the Board of Directors shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. If the delinquency is not cured, such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot and Dwelling which shall

become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board of Directors shall have the right and power on behalf of the Association to bid in at any foreclosure sale and to hold, lease, mortgage or convey the subject Lot and Dwelling in the name of the Association.

8.5 Personal Obligation of Owner. The amount of any Annual or Special Assessment against any Lot and Dwelling shall be the personal obligation of the Owner of such Lot and Dwelling to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot or Dwelling or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

8.6 Statement of Account. Upon payment of a reasonable fee set by the Board of Directors (but not to exceed any statutory limitation thereon) and upon written request of any Owner, Mortgagee or prospective purchaser of a Lot, the Board of Directors shall issue a written statement setting forth the following: the amount of the unpaid assessments, if any, with respect to such Lot; the amount of the current Annual Assessment and the date or dates upon which installments thereof become due; and credit for advance payments or prepaid items, including, without limitation, the Owner's share of prepaid insurance premiums. Such statements shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

8.7 Personal Liability of Purchaser. A purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Lot up to the time of the grant or conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

8.8 Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of Improvements to the Common Areas. The reserve fund shall be maintained out of regular assessments for Common Expenses.

8.9 Amendment of Article. This Article VIII shall not be amended except upon approval of not less than two-thirds (2/3) of the voting power of the Association present at a regular or special meeting called for that purpose.

ARTICLE IX INSURANCE

9.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies authorized or licensed to do business in the State of Idaho:

(a) Hazard Insurance: A "master" or "blanket" type of hazard insurance policy or policies with respect to the Common Areas, protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement. The hazard policy shall cover one hundred percent (100%) of the current replacement cost of all insured facilities, but excluding land, foundations, excavations or other items normally excluded from insurance coverage. Additionally, the policy shall include the following special endorsements and provisions:

- (i) Agreed amount and inflation guard endorsement, when available;
- (ii) Construction code endorsements;
- (iii) The requirement that any Insurance Trust Agreement will be recognized;
- (iv) A waiver of any right of subrogation against Lot Owners;
- (v) A requirement that the insurance will not be prejudiced by any acts or omissions of individual Lot Owners that are not under the control of the Association; and
- (vi) An indication that the policy is a primary policy, even if a Lot Owner has other insurance covering the same loss.

The policy shall name the Association (for the use and benefit of the individual Owners), as the named insured, and shall contain the standard mortgage clause, naming the holders of first mortgages (and their successors and assigns) as the mortgagees.

(b) Liability Insurance: A comprehensive general liability insurance policy covering all Common Areas and all public ways and other areas that are under the supervision of the Association. The liability policy shall provide coverage of at least \$1,000,000 for bodily injury and property damage for any single occurrence, covering bodily injury and property damage resulting from the operation, maintenance or use of the Common Areas, and any legal liability resulting from lawsuits related to employment contracts to which the Association may be a party.

(c) Fidelity Bonds: If required by a lender under one of the programs described in section 9.2 below, blanket fidelity bonds for anyone who either handles or is responsible for funds that are held or administered by the Association, whether or not they receive compensation for such services. Any management agent that handles funds for the Association shall also be covered by its own fidelity bond. The bond shall cover the maximum funds that will be in the custody of the Association or its agent at any time while the bond is in force. Additionally, the fidelity bond coverage must at least equal

the sum of three (3) months' assessments on all Lots in the Project, plus the Association's reserve funds.

9.2 Lenders' Requirements. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and fidelity bonds meeting the insurance and bond requirements for similar projects established by the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), The Mortgage Corporation ("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 encumbering a Lot and Dwelling within the Project (or an actual Owner of a Lot and Dwelling), 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, the Board of Directors and Declarant, 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.

9.4 Right and Duty of Owners to Insure. It is the responsibility of each Owner to provide hazard insurance on his or her Dwelling, and on his or her personal property and upon all other property and Improvements within his Lot. Nothing hereby shall preclude any Owner from carrying any public liability insurance as he or she deems desirable to cover his or her individual liability for damage to persons or property occurring within his or her individual Lot or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him to the Association to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

9.5 Notice of Expiration Requirements. If available, all of the policies of insurance maintained by the Association shall contain a provision that said policy or policies shall not be canceled, terminated or expired by their terms, without thirty (30) days prior written notice to the Board, Declarant, Owners and their respective first mortgagees (provided that such persons other than the Board and Declarant have filed written requests with the carrier for such notice) and every other person in interest who requests such notice of the insurer.

9.6 Insurance Premiums. Insurance premiums for any blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board of Directors shall be a Common Expense to be included in the Regular Assessments levied by the Association and collected from the Owners. That portion of the Regular Assessments necessary for the required insurance premiums shall be separately accounted for by the Association in the reserve

fund to be used solely for the payment of premiums of required insurance as such premiums become due.

9.7 Trustee for Policies. The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as provided for in Paragraph 9.1 above shall be paid to the Board of Directors as trustees. The Board shall have full power to receive and to receipt for the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in this Declaration. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers, with participation, to the extent they desire, of first mortgagees who have filed written requests within ten (10) days of receipt of notice of any damage or destruction as provided in this Declaration. Any two (2) Directors of the Association must sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds.

ARTICLE X DESIGN REVIEW BOARD

10.1 Members of Committee. The Design Review Board shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the DRB shall hold office until he or she has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the DRB may be removed at any time, with or without cause. Nothing contained herein is intended to limit or preclude members of the Board of Directors from also serving on the Design Review Board.

10.2 Appointment. So long as the Declarant owns any Lot within the Project, the Declarant shall have the sole right to appoint and remove all members of the DRB. Thereafter, all members of the DRB shall be appointed or removed by the Board of Directors. The DRB shall have the right to make a resolution in writing, unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the DRB. In the absence of such designation, the vote of any two (2) members of the DRB shall constitute the act of the DRB.

10.3 Compensation. The members of the DRB shall be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder, in such amounts as the Board may determine.

10.4 Non-liability. Neither the DRB, any member thereof, the Declarant, or any partner, officer, employee, agent, successor or assign, shall be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the DRB of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the DRB for

approval of plans and specifications agrees, by submission of such an application, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the DRB, or any member thereof, or the Declarant or any officer, partner, employee, agent, successor or assign thereof to recover such damages.

10.5 Approval Required. No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Project without the prior express written approval of the DRB.

10.6 Basis of Approval. Approval by the DRB shall be based upon any conditions of approval for the PUD imposed by Bonner County, and the Design Guidelines, which may include considerations for the adequacy of the Lot dimensions; conformity and harmony of external design with neighboring Improvements; the effect of location and use of Improvements on neighboring Lots; operations and uses; relations to topography, grade, finished ground elevation and landscaping of the Lot being improved to that of neighboring Lots; proper facing of the main elevation with respect to nearby streets; and the conformity of the plans and specifications to the purpose and general plan and intent of this Declaration.

10.7 Variances. The DRB may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Declaration, the Design Guidelines, or any prior approval when, in the sole discretion of the DRB, circumstances such as topography, natural obstructions, aesthetics or environmental considerations may so require. Such variances must be evidenced in a writing signed by a majority of the members of the DRB.

If a variance is granted as provided herein, no violation of this Declaration, Design Guidelines or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. Each request for a variance shall be considered on its own merits. Neither the approval or denial of a variance shall constitute a binding precedent for a subsequent approval or denial, nor shall it operate to waive any of the terms and provisions of this Declaration or the Design Guidelines for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby.

The DRB shall have the right to consider and grant a variance either with or without notice to other Owners or a hearing of Owners thereon.

10.8 Application. To request DRB approval for the construction, alteration, modification, removal or demolition of any Improvements within the Project, the Owner shall submit a written application in a form required by the DRB signed by the owner, and containing such information as the DRB may require, together with a fee to cover the reasonable and actual expenses of the DRB that are likely to be incurred in reviewing and processing the application. Such fee shall be in addition to, and not in lieu of, the Compliance Deposit described below. The DRB shall not be obligated to commence the review and process of an application until such fee, if required, is paid.

10.9 Decision. The DRB shall use its best efforts and judgment to ensure that all improvements shall produce and contribute to an orderly and aesthetically complimentary design and appearance and be of a quality required to maintain The Idaho Club as a first class development.

Unless extended by mutual consent of the Owner and the DRB, the DRB shall render its decision with respect to an application within ninety (90) days after its receipt of a complete application and application fee, if any, or within the time allowed for under the Design Guidelines, whichever is less. The decision of the DRB may be in the form of an approval, a conditional approval or denial. The decision of the DRB shall be in writing, signed by a member of the DRB, dated, and a copy mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved, and the Owner shall be required to affix a copy of such conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work.

A denial of an application shall state with particularity the reasons for such denial.

10.10 Compliance Deposit. In addition to the fee for review services described above, the DRB may, prior to the commencement of any construction, painting, alteration or change of any improvement on the Project, require the Owner proposing the same to deliver a deposit, bond, letter of credit, or other suitable financial guaranty acceptable to the DRB a Compliance Deposit, as security for the Owner's full and faithful performance of the work in DRB in accordance with the approved plans and specifications, duly adopted guidelines, and any terms and conditions set forth in the DRB approval, and as security for the Owner's obligation to repair any damage to the Common Areas, Common Facilities, Club Property or Club Facilities arising out of the Owner's construction activities.

(a) The amount of the Compliance Deposit shall be in such amount as may be established by the DRB from time to time and published in the Design Guidelines.

(b) The purpose of the Compliance Deposit shall be to ensure that an individual project is completed to the extent necessary to protect the interests of the members of the Association and surrounding property owners, and not to ensure final completion of an individual project in accordance with approved plans or applicable contracts of sale, if any. Thus, the Compliance Deposit would first be used to complete such things as exterior finishes, landscaping, site cleanup, signage, and storm water management and erosion control measures. The Compliance Deposit may also be used, to the extent funds are available, to mothball an abandoned project to preserve the same for resale. If, in the sole discretion of the DRB, an abandoned project has not proceeded to a point where mothballing would be cost effective, the Compliance Deposit may be used to demolish any work performed to the date of abandonment, and to restore the premises to their condition existing prior to the commencement of the subject work as much as possible.

(c) Nothing in this Declaration is intended, nor shall it be construed, to impose any duty or liability upon the DRB, the Association, or any of its members, officers, directors, agents or employees, to perform any work in connection with a project subject to DRB approval, whether or not the cost would exceed the amount posted as the Compliance Deposit. Neither is this Declaration intended, nor shall it be construed, to relieve the Owner of a project of its responsibility for full compliance with the terms of this Declaration and any approval of the DRB, regardless of the payment or posting by the Owner of the Compliance Deposit. The use of the Compliance Deposit as provided in this section shall be in the sole and absolute discretion of the Committee, and in addition to, not in lieu of, all other rights and remedies of the DRB and/or the Association to enforce this Declaration and any rules or regulations adopted pursuant hereto.

(d) Upon payment of the Compliance Deposit provided in cash, the same shall be deposited by the DRB into an interest bearing account at a commercial banking institution, with all interest accruing to the benefit of the Owner. The Committee may use, apply or retain the whole or any part of a Compliance Deposit to the extent required to reimburse the DRB for any cost which the DRB may incur, or may be required to incur, by reason of an Owner's non-compliance with respect to the approved plans and specifications, duly adopted Design Guidelines, and any terms and conditions set forth in the DRB's approval. The DRB shall be entitled to a fee in an amount equal to fifteen percent (15%) of the amount of any costs incurred by the DRB to cure any noncompliance by the Owner, which fee may be paid from the Compliance Deposit.

(e) If the Compliance Deposit is not sufficient to cure all areas of noncompliance by the Owner, the DRB may apply the same in a manner which, in the sole discretion of the DRB, best mitigates the effects of the deficiencies, while not actually curing all deficiencies.

(f) Any part of the Compliance Deposit not used by the DRB as provided for herein shall be released or returned to the Owner within thirty (30) days after confirmation of completion of all construction, painting, alteration or change of any improvement on the project, approved by the DRB as in accordance with the approved plans and specifications, Design Guidelines, and any terms and conditions set forth in the DRB's approval, and the issuance of a Certificate of Compliance by the DRB.

10.11 Inspections and Enforcement. The DRB shall be allowed access to inspect all work in progress on any Lot at any time, for the purpose of determining whether an Owner is proceeding in accordance with this Declaration, the approved plans and specifications, and the Design Guidelines. If the DRB determines that a deviation or violation has occurred, it shall promptly issue a notice in writing to the Owner, specifying the details of the deviation or violation, and demanding that the Owner immediately cease the activity which constitutes the deviation or violation, and adhere to the corrective measures set forth in the written notice. In the event the Owner fails to bring the work into compliance, the DRB, with the approval of the Board, shall be authorized to commence a legal action on behalf of the Association, to correct or enjoin the activity existing within the Property, the continuation of which violates the provisions of this Declaration, the Design Guidelines, or the approved plans and specifications. In the event

the DRB and/or the Association shall prevail in any such proceedings, all costs, expenses and reasonable attorneys fees incurred shall be reimbursed to the Association by the Owner against whom the action was brought within five (5) days of written demand therefore. If the Owner fails, neglects, or refuses to pay, the Association may first recover the same out of the Compliance Deposit, if any, and thereafter assess and enforce such charges as a Special Assessment against the Owner, enforceable on the terms and conditions set forth in this Declaration. The rights and authorities of the DRB and the Association under this section 10.10 shall be in addition to, and not in lieu of, all other rights and remedies available to it under this Declaration and under Idaho law, including but not limited to the right to take corrective action and to cover the costs out of the Compliance Deposit.

10.12 Private Rights. The Association shall not have the right or duty to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve such disputes when, in the sole discretion of the Board, the interests of the Association or a substantial number of the Owners would not be benefited thereby.

ARTICLE XI DESTRUCTION; CONDEMNATION

11.1 Damage to Common Areas. In the event of any destruction of any portion of the Common Areas, 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 IX hereof for reconstruction or repair of the Property 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 Property shall be reconstructed or rebuilt substantially in accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is inadequate to complete the restoration and repair, the Board shall levy a Special Assessment for the deficiency and proceed with such restoration and repair.

11.2 Damage to Dwellings. In the event of any destruction of any Dwelling or Dwellings, it shall be the duty of the Owner(s) of the Dwelling or Dwellings to restore and repair the same to its/their former condition, as promptly as practical, under the supervision of the DRB, in accordance with the terms of this Declaration.

11.3 Condemnation. The taking or partial taking of any Lot, Dwelling or the Common Area by condemnation or threat thereof shall be negotiated by the party whose property is affected thereby, and such party shall be entitled to receive all compensation paid by the condemning authority. In the event of a taking or partial taking of the Common Area, the Board shall be authorized to negotiate the condemnation award, which shall be deposited in the general funds of the Association, subject to disbursement or other use as determined by the Board consistent with its powers and authority under this Declaration.

**ARTICLE XII
DURATION AND AMENDMENT**

12.1 Duration. This 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 Declaration as set forth in Paragraph 12.2. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Lot from the concomitant membership of the Association, as long as this Declaration shall continue in full force and effect. Expiration or termination of this Declaration shall not alter or affect the rights of the Declarant or the Club without their specific written consent.

12.2 Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a 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 resolution shall be adopted by the affirmative vote of not less than two-thirds (2/3) of the voting power of the Association present in person or by proxy at a regular or special meeting called for that purpose.

Notwithstanding the foregoing, the percentage of the voting power necessary to amend a specified provision of this Declaration shall be not less than the percentage of affirmative votes prescribed for action to be taken under that provision. In addition, no amendment shall be effective to alter or amend any of the reserved rights of the Declarant without the Declarant's specific written consent, to alter or amend any of the rights of the Club without the Club's specific written consent, or to alter or amend any conditions of approval imposed by Bonner County in connection with its approval of the PUD or any constituent subdivision thereof without Bonner County's specific consent.

A certificate, signed and sworn to by two (2) officers of the Association, that the record Owners of the required number of Lots have voted for 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. Such a certificate reflecting any amendment which requires the written consent of any of the record holders of first mortgages shall be signed and sworn to by such first mortgagees.

12.3 Option to Expand. Notwithstanding anything contained herein which may be construed to the contrary, Declarant, for itself and its successors and assigns, hereby reserves the option to expand the Project and the coverage of this Declaration at any time, without the prior consent or approval of the Owners, the Club or the Association.

**ARTICLE XIII
MORTGAGEE PROTECTION**

13.1 Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions, nor the enforcement of any lien provisions contained in this Declaration, shall affect, impair,

defeat or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering any portion of the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to such portion of the Property.

13.2 Cure Defaults. A Mortgagee that holds a Mortgage encumbering a Lot or Dwelling or any part thereof, or the immediate transferee of such Mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale, shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether a breach is noncurable or not feasible to cure shall be final and binding on all such Mortgagees.

13.3 Resale. It is intended that any Mortgage to facilitate the resale of a Lot, Dwelling or any part thereof after judicial foreclosure, deed in lieu of foreclosure or trustee's sale is a loan made in good faith and for value and the Mortgagee of such Mortgage shall be entitled to all of the rights and protections afforded to other Mortgagees.

13.4 Mortgagee's Furnishing Information. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage.

13.5 Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of the Project Documents, the provisions of this Article shall control.

13.6 Federal Agency Agreement. The Board may enter into agreements with any federal agency as necessary to satisfy guidelines and regulations of any federal agency which would permit such agency to purchase, insure or guarantee, as applicable, First Mortgages encumbering any individual Lot, Dwelling or any part thereof.

ARTICLE XIV GENERAL PROVISIONS

14.1 Compliance. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws of the Association, Design Guidelines, rules and regulations promulgated by the Association, the Board or the DRB, and the decisions and resolutions adopted pursuant thereto, as the same may lawfully be modified and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief or for both, maintainable by the Association or, in a proper case, by an aggrieved Owner.

14.2 Enforcement and Remedies. The Board, any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Project 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 Declaration, or by the Articles of Incorporation, Bylaws and rules and regulations of the Association, and in such action shall be entitled to recover costs and reasonable attorney fees as may be ordered by the Court. Any such

action by the Board shall be taken on behalf of two (2) or more Owners, as their respective interests may appear, with respect to any cause of action relating to the Common Area or more than one Lot. 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.

14.3 Intent and Purpose. The provisions of this Declaration, and any supplemental or amended Declaration, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Project. Failure to enforce any provision, restriction, covenant or condition contained in this Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provisions, restrictions, covenants or conditions.

14.4 Construction. The provisions of this Declaration shall be in addition and supplemental to all other provisions of law. In the event of any inconsistency between this Declaration and federal, state and/or local laws, rules or regulations governing the Property or the Project, including but not limited to conditions of approval for the PUD and any constituent subdivision thereof, the more restrictive shall control. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include both genders. The article and section headings set forth herein are for convenience and reference only and are not intended to expand, limit or otherwise affect the meaning or interpretation of this Declaration or any provision hereof. The provisions hereof shall be deemed independent and several, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof. To the extent of any inconsistency, the provisions of the Declaration shall control over the Articles of Incorporation of the Association and said Articles shall control over the Bylaws of the Association.

14.5 Notices and Registration of Mailing Address. Each Owner shall register from time to time with the Association his current mailing address. All notices, demands and other communications to any Owner as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served or if sent by first-class U.S. Mail, postage prepaid, addressed to the Owner at his registered mailing address or, if no address has been registered, to the tax notice address of such Owner. All notices, demands and other communications to the Association as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served or if sent by first-class U.S. Mail, postage prepaid, addressed to the Association at its offices at or to such other address as the Association may hereinafter specify to the Owners in writing. Any notice, demand or communication referred to in this Declaration shall be deemed to have been given and received when personally served or when deposited in the U.S. Mail, postage prepaid, and in the form provided for in this Section, as the case may be.

14.6 Conflict of Project Documents. If there is any conflict among or between the Project Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given to Project Documents in the following order: Map; Bylaws; and Design Guidelines. 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.

14.7 Audit. Any Owner may at any reasonable time, upon appointment and at his own expense, cause an audit or inspection to be made of the books and records maintained by the Association. The Association, at the expense of the Common Expense Fund, may, at any time, obtain an audit, by certified public accountants, of all books and records pertaining to the Project, and copies thereof shall be furnished to the Owners.

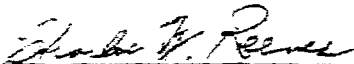
14.8 Effective Date. This Declaration shall take effect upon recording.

14.9 Limitation on Association's Liability. The Association, its officers, directors, employees, agents, members, successor or members, shall not be liable for any failure of any utility services (if any) to be obtained and paid for by the Association hereunder, or for injury or damage to any person in or upon the Project, or resulting from electricity, water, rain, snow or ice which may leak or flow from outside or from any parts of the buildings or the drains, pipes, conduits, appliances or equipment, or from any other place, unless caused by the grossly negligent or willful misconduct of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements to or maintaining the Project or any part thereof, or from any action taken to comply with the provisions of this Declaration or with the laws, ordinances, regulations, rules or order of any governmental authority.

14.10 Owner's Obligations. All obligations of an Owner, under and by virtue of the provisions contained in this Declaration, shall continue, notwithstanding that he may be leasing, renting or selling under contract his Lot. The Owner of a Lot within the Project shall have no obligation for expenses or other obligations accruing after he conveys such Lot.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the day and year first above written.

PEND OREILLE BONNER DEVELOPMENT, LLC
Pend Oreille Bonner Development Holdings, Inc., Manager


By: Charles W. Reeves
Its: President

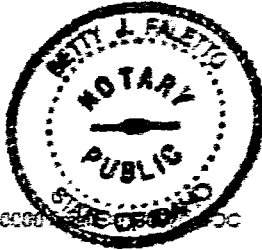
STATE OF Idaho

: ss.

County of BONNER

On this 5th day of OCTOBER, 2006, before me BETH J. FAETD
the undersigned Notary Public, personally appeared Charles W. Reeves, known or identified to
me to be the President of Pend Oreille Bonner Development Holdings, Inc., the manager of Pend
Oreille Bonner Development, LLC, the corporation that executed the instrument or the person
who executed the instrument on behalf of said corporation as manager for Pend Oreille Bonner
Development, LLC, and acknowledged to me that such corporation executed the same.

(SEAL)



Beth J. Faetd
Notary Public for Idaho
Residing at Case Id.
Commission Expires: 2/30/2012

EXHIBIT "A"
[legal description of the Property]

Replat of GOLDEN TEE ESTATES and GOLDEN TEE ESTATES 1ST ADDITION, further described as follows:

PARCEL 1:

A tract of land situated in Government Lots Two (2), Three (3), and Four (4), the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section Thirty-one (31), Township Fifty-eight (58) North, Range One (1) East of the Boise Meridian, Bonner County, Idaho, and the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼), the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼), and the South Half of the Southeast Quarter (S ½ SE ¼) of Section Thirty-six (36), Township Fifty-eight (58) North, Range One (1) West of the Boise Meridian, Bonner County, Idaho; more particularly described as follows:

Beginning at a point on the Section line common to said Sections 31 and 36 that is S00° 07'21"W, 246.53 feet from the North 1/16 corner of Sections 31 and 36, said point being the Initial Point for Parcel 1 of this Subdivision and marked on the ground by a standard 2 ½" by 30" aluminum monument; thence, along the southwesterly boundary of Lot 1, Block 3 of Golden Tee Estates Subdivision, S80° 35'11"E, 28.22 feet; thence S49° 41'01"E, 35.54 feet; thence S06° 03'38"E, 611.96 feet; thence N83° 56'22"E, 60.00 feet, to the northwest corner of Lot 11, Block 2 of Golden Tee Estates; thence, along the western boundary of said Lot 11, S06° 03'38"E, 70.49 feet; thence on a curve to the right having a central angle of 05° 18'32" and a radius of 350.00 feet, for an arc distance of 32.43 feet (chord = S03° 24'22"E, 32.42 feet); thence, along the southern boundary of said Lot 11, S86° 48'06"E, 104.49 feet; thence, along the western boundary of Lot 9, Block 2 of Golden Tee Estates, S11° 44'32"E, 135.41 feet; thence, along the exterior boundary of Block 2 of Golden Tee Estates for the following 11 courses: S86° 12'49"E, 25.82 feet; thence N54° 35'12"E, 82.03 feet; thence N69° 35'48"E, 175.52 feet; thence N37° 46'02"E, 118.03 feet; thence N10° 21'57"W, 33.76 feet; thence N23° 12'30"W, 156.82 feet; thence N06° 14'55"W, 62.67 feet; thence N07° 44'07"W, 73.92 feet; thence S54° 46'42"W, 96.36 feet; thence N25° 06'29"E, 125.37 feet; thence N64° 16'17"W, 440.61 feet; thence, leaving the exterior boundary of said Block 2, N35° 51'11"E, 90.73 feet; thence on a curve to the right having a central angle of 72° 59'45" and a radius of 17.32 feet, for an arc distance of 22.07 feet (chord = N72° 21'04"E, 20.60 feet); thence S79° 01'04"E, 77.20 feet; thence on a curve to the left having a central angle of 16° 27'29" and a radius of 110.00 feet, for an arc distance of 31.60 feet (chord = S79° 22'48"E, 31.49 feet); thence, along the southwesterly boundary of Block 1 of

Golden Tee Estates, S70° 28' 48"E, 347.01 feet; thence N63° 43' 33"E, 108.34 feet; thence S01° 42' 49"E, 26.42 feet; thence N85° 54' 38"E, 147.78 feet; thence N40° 08' 56"E, 194.77 feet, to the Ordinary High Water Mark of Pack River; thence, along said Ordinary High Water Mark for the following 90 courses: S36° 37' 14"E, 63.59 feet; S42° 45' 45"E, 78.14 feet; S49° 54' 14"E, 72.97 feet; S71° 46' 51"E, 60.52 feet; N75° 08' 12"E, 74.61 feet; N61° 20' 09"E, 76.50 feet; N69° 13' 07"E, 83.11 feet; N88° 07' 41"E, 45.27 feet; S63° 57' 36"E, 60.62 feet; S37° 10' 47"E, 83.04 feet; S23° 30' 37"E, 90.57 feet; S19° 24' 44"E, 93.43 feet; S22° 13' 58"E, 120.84 feet; S27° 22' 14"E, 97.82 feet; S43° 42' 00"E, 61.98 feet; S36° 55' 17"E, 62.22 feet; S47° 35' 54"E, 132.55 feet; S14° 51' 23"E, 132.01 feet; S06° 31' 53"E, 159.26 feet; S09° 37' 38"E, 86.83 feet; S10° 54' 31"E, 52.14 feet; S07° 22' 34"E, 122.50 feet; S02° 53' 55"E, 86.94 feet; S05° 23' 03"W, 171.65 feet; S07° 55' 34"W, 91.24 feet; S14° 07' 45"W, 136.21 feet; S08° 21' 32"W, 111.99 feet; S01° 42' 41"E, 67.67 feet; S03° 32' 35"E, 65.15 feet; S10° 50' 57"E, 61.45 feet; S02° 08' 31"E, 77.90 feet; S11° 43' 05"W, 68.12 feet; S21° 47' 54"W, 58.36 feet; S41° 28' 03"W, 50.38 feet; S77° 07' 40"W, 61.29 feet; N68° 19' 08"W, 44.63 feet; N30° 04' 37"W, 55.72 feet; N03° 17' 16"W, 76.62 feet; N19° 54' 17"E, 54.65 feet; N15° 29' 29"E, 73.12 feet; N02° 06' 42"E, 66.05 feet; N04° 28' 38"W, 46.68 feet; N16° 42' 31"W, 40.00 feet; N39° 26' 06"W, 66.34 feet; N59° 21' 11"W, 68.36 feet; N74° 42' 32"W, 38.93 feet; N80° 08' 08"W, 83.36 feet; S71° 42' 18"W, 65.81 feet; S51° 04' 04"W, 62.31 feet; S37° 39' 48"W, 69.46 feet; S31° 25' 58"W, 57.01 feet; S45° 46' 34"W, 42.96 feet; S32° 26' 27"W, 54.41 feet; S22° 40' 56"W, 90.78 feet; S12° 59' 23"W, 75.02 feet; S00° 13' 25"W, 81.28 feet; S04° 47' 42"E, 84.68 feet; S09° 14' 49"E, 77.56 feet; S21° 09' 32"E, 94.59 feet; S29° 55' 13"E, 76.67 feet; S47° 26' 30"E, 88.87 feet; S49° 21' 48"E, 100.97 feet; S49° 11' 41"E, 90.72 feet; S54° 31' 56"E, 73.17 feet; S62° 46' 05"E, 78.80 feet; S78° 43' 46"E, 83.52 feet; S80° 45' 47"E, 67.88 feet; N79° 28' 37"E, 161.67 feet; N87° 31' 04"E, 177.11 feet; S55° 43' 29"E, 36.60 feet; S36° 59' 54"E, 73.49 feet; S04° 59' 48"E, 131.40 feet; S25° 41' 23"W, 58.78 feet; S46° 15' 23"W, 93.91 feet; S77° 34' 12"W, 87.54 feet; S74° 06' 11"W, 85.24 feet; S68° 20' 48"W, 115.03 feet; S70° 07' 54"W, 98.32 feet; S64° 06' 29"W, 94.00 feet; S84° 53' 13"W, 134.39 feet; N83° 50' 31"W, 114.69 feet; N72° 07' 26"W, 155.77 feet; N70° 54' 12"W, 127.86 feet; N86° 21' 14"W, 177.93 feet; S79° 18' 09"W, 83.26 feet; S65° 50' 05"W, 89.84 feet; S41° 25' 54"W, 109.55 feet; S13° 50' 41"W, 91.12 feet; S11° 07' 54"E, 84.88 feet; S20° 04' 57"W, 132.87 feet, to the northeasterly right of way of State Highway No. 200; thence, along said right of way in a northwesterly direction, on a curve to the left (radial bearing = S34° 44' 18"W) having a central angle of 24° 11' 41" and a radius of 2788.37 feet, for an arc distance of 1177.47 feet (chord = N67° 21' 32"W, 1168.74 feet); thence, continuing along the highway right of way, N77° 22' 20"W, 205.45 feet; thence, on a curve to the left (radial bearing = S06° 20' 37"W) having a central angle of 03° 52' 12" and a radius of 2803.37 feet, for an arc distance of 189.35 feet (chord = N85° 35' 33"W, 189.32 feet); thence leaving the highway right of way, N01° 19' 29"E, 277.55 feet; thence S88° 04' 08"W, 41.01 feet; thence S67° 17' 36"W, 194.29 feet; thence S63° 52' 44"W, 159.40 feet; thence S32° 20' 51"W, 50.05 feet; thence S70° 24' 55"W, 396.86 feet; thence S79° 36' 06"W, 41.09 feet; thence on a

curve to the left (radial bearing = $N15^{\circ} 52' 30'' W$) having a central angle of $73^{\circ} 55' 25''$ and a radius of 152.00 feet, for an arc distance of 196.11 feet (chord = $N37^{\circ} 09' 48'' E$, 182.79 feet); thence $N00^{\circ} 12' 05'' E$, 87.18 feet; thence on a curve to the right having a central angle of $16^{\circ} 24' 58''$ and a radius of 155.00 feet, for an arc distance of 44.41 feet (chord = $N08^{\circ} 24' 34'' E$, 44.26 feet); thence $S62^{\circ} 48' 00'' E$, 67.18 feet; thence $N54^{\circ} 13' 05'' E$, 184.63 feet; thence $N42^{\circ} 45' 19'' E$, 124.46 feet; thence $N46^{\circ} 55' 53'' E$, 76.01 feet; thence $N55^{\circ} 01' 14'' E$, 106.97 feet; thence $S41^{\circ} 35' 16'' E$, 31.00 feet; thence $N42^{\circ} 10' 05'' E$, 100.49 feet; thence $N49^{\circ} 33' 57'' W$, 102.34 feet; thence $N34^{\circ} 30' 20'' W$, 64.72 feet; thence $N01^{\circ} 34' 11'' W$, 80.00 feet; thence $N15^{\circ} 10' 36'' E$, 101.82 feet; thence $S83^{\circ} 21' 26'' E$, 185.26 feet; thence $S68^{\circ} 51' 57'' E$, 382.64 feet; thence $S64^{\circ} 37' 31'' E$, 464.34 feet; thence $N14^{\circ} 21' 50'' W$, 139.95 feet; thence $N64^{\circ} 34' 17'' W$, 28.02 feet; thence $N25^{\circ} 25' 43'' E$, 40.00 feet; thence $N07^{\circ} 30' 58'' W$, 74.91 feet; thence $N13^{\circ} 17' 57'' E$, 68.45 feet; thence $N02^{\circ} 47' 50'' E$, 51.56 feet; thence $N09^{\circ} 48' 02'' W$, 58.88 feet; thence $N25^{\circ} 34' 30'' W$, 65.46 feet; thence $N25^{\circ} 37' 49'' W$, 70.45 feet; thence $N26^{\circ} 47' 59'' W$, 71.61 feet; thence $N28^{\circ} 45' 34'' W$, 28.41 feet; thence $N53^{\circ} 56' 51'' W$, 57.77 feet; thence $N70^{\circ} 54' 45'' W$, 60.36 feet; thence $N68^{\circ} 57' 21'' W$, 55.60 feet; thence $N76^{\circ} 07' 32'' W$, 69.57 feet; thence $N85^{\circ} 46' 20'' W$, 338.25 feet; thence $S74^{\circ} 43' 25'' W$, 63.64 feet; thence $S51^{\circ} 31' 14'' W$, 58.50 feet; thence $S32^{\circ} 34' 44'' W$, 56.22 feet; thence $N82^{\circ} 11' 33'' W$, 167.06 feet; thence $N45^{\circ} 04' 58'' E$, 33.29 feet; thence $N44^{\circ} 55' 32'' W$, 40.00 feet; thence $N37^{\circ} 10' 14'' W$, 131.84 feet; thence $N63^{\circ} 03' 38'' W$, 45.22 feet; thence $S52^{\circ} 18' 50'' W$, 19.75 feet; thence $S17^{\circ} 11' 49'' W$, 488.27 feet; thence $S14^{\circ} 20' 00'' W$, 72.94 feet; thence $S09^{\circ} 15' 56'' W$, 343.80 feet; thence $S15^{\circ} 02' 37'' W$, 244.98 feet; thence on a curve to the left (radial bearing = $S74^{\circ} 57' 23'' E$) having a central angle of $14^{\circ} 50' 32''$ and a radius of 195.00 feet, for an arc distance of 50.51 feet (chord = $S07^{\circ} 37' 21'' W$, 50.37 feet); thence $S00^{\circ} 12' 05'' W$, 87.18 feet; thence on a curve to the right having a central angle of $97^{\circ} 32' 58''$ and a radius of 112.00 feet, for an arc distance of 190.69 feet (chord = $S48^{\circ} 58' 34'' W$, 168.48 feet); thence on a curve to the right having a central angle of $08^{\circ} 55' 12''$ and a radius of 145.00 feet, for an arc distance of 22.57 feet (chord = $N77^{\circ} 47' 21'' W$, 22.55 feet); thence $N04^{\circ} 28' 19'' W$, 930.69 feet; thence $N16^{\circ} 55' 42'' E$, 409.93 feet, to the easterly boundary of Lot 6 of Hidden Lakes Subdivision; thence along the easterly boundary of Lots 6 through 29 of Hidden Lakes Subdivision for the following 10 courses: $N35^{\circ} 58' 10'' E$, 650.96 feet; thence on a curve to the right (radial bearing = $S54^{\circ} 01' 50'' E$) having a central angle of $15^{\circ} 42' 28''$ and a radius of 772.00 feet, for an arc distance of 211.65 feet (chord = $N43^{\circ} 49' 24'' E$, 210.98 feet); thence $N51^{\circ} 40' 38'' E$, 10.00 feet; thence $N43^{\circ} 49' 26'' E$, 237.20 feet; thence $N57^{\circ} 17' 52'' E$, 190.24 feet; thence on a curve to the left (radial bearing = $N45^{\circ} 33' 47'' W$) having a central angle of $10^{\circ} 51' 37''$ and a radius of 1728.00 feet, for an arc distance of 327.54 feet (chord = $N39^{\circ} 00' 25'' E$, 327.05 feet); thence $N33^{\circ} 34' 36'' E$, 475.61 feet; thence on a curve to the right (radial bearing = $S56^{\circ} 25' 24'' E$) having a central angle of $11^{\circ} 40' 46''$ and a radius of 672.00 feet, for an arc distance of 136.98 feet (chord = $N39^{\circ} 24' 59'' E$, 136.75 feet); thence $N34^{\circ} 20' 48'' E$, 94.66 feet; thence on a curve to the right (radial bearing = $S37^{\circ} 04' 16'' E$) having a central angle of $04^{\circ} 40' 17''$ and a radius of 696.15 feet, for an arc distance of 56.76 feet (chord = $N55^{\circ} 15' 47'' E$, 56.74 feet); thence $N10^{\circ} 38' 12'' E$, 7.99 feet; thence $S80^{\circ} 35' 11'' E$, 35.42 feet, to the Initial Point of this Subdivision and the True Point of Beginning.

The alignment as shown and described in the above description is defined for the purpose of closure. The bank of the river is subject to change due to natural causes and the river boundary as defined may or may not represent the actual limits of title.

PARCEL 2.

A tract of land situated in the Southeast Quarter (SE ¼) of Section Thirty-six (36), Township Fifty-eight (58) North, Range One (1) West of the Boise Meridian, Bonner County, Idaho, and Government Lots Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7) of Section Two (2), Township Fifty-seven (57) North, Range One (1) West of the Boise Meridian, Bonner County, Idaho; more particularly described as follows:

Beginning at a point on the Section line common to said Sections 36 and 2 which is N89° 44'20"W, 1082.29 feet from the southeast corner of said Section 36, said point being the Initial Point for Parcel 2 of this Subdivision and marked on the ground by a standard 2 ½" by 30" aluminum monument; thence S49° 14'04"W, 49.18 feet; thence S49° 39'24"E, 102.17 feet; thence S03° 55'20"E, 160.28 feet; thence S35° 22'21"W, 290.26 feet; thence S73° 07'23"W, 184.99 feet; thence N59° 41'38"W, 174.10 feet; thence N10° 58'22"W, 125.27 feet; thence S69° 14'53"W, 453.89 feet; thence S61° 05'03"W, 40.73 feet; thence on a curve to the right (radial bearing = N28° 54'57"W) having a central angle of 54° 44'22" and a radius of 130.00 feet, for an arc distance of 124.20 feet (chord = S88° 27'14"W, 119.53 feet); thence S25° 49'25"W, 40.00 feet; thence S30° 37'20"E, 430.77 feet; thence S10° 54'05"E, 154.87 feet; thence S18° 49'31"E, 151.62 feet; thence S07° 03'32"E, 331.14 feet; thence on a curve to the left (radial bearing = S26° 44'42"E) having a central angle of 17° 29'15" and a radius of 170.00 feet, for an arc distance of 51.89 feet (chord = S54° 30'45"W, 51.69 feet); thence S49° 23'14"W, 130.56 feet; thence S65° 49'46"W, 232.44 feet; thence S53° 44'21"W, 97.65 feet; thence S39° 42'17"W, 144.34 feet; thence S86° 39'53"W, 140.44 feet; thence N51° 44'34"W, 99.97 feet; thence S70° 04'28"W, 124.82 feet; thence S14° 04'29"E, 340.46 feet; thence S65° 36'46"W, 264.53 feet; thence S25° 12'35"E, 74.00 feet; thence S89° 52'25"W, 212.10 feet; thence N64° 17'43"W, 687.54 feet; thence N22° 06'18"W, 202.33 feet; thence N06° 09'35"E, 1042.42 feet; thence S27° 47'03"E, 254.52 feet; thence S07° 52'59"E, 649.47 feet; thence S29° 19'39"E, 127.96 feet; thence S64° 19'56"E, 292.42 feet; thence N46° 32'06"E, 150.96 feet; thence N11° 50'43"W, 936.52 feet; thence N19° 07'08"W, 284.82 feet; thence N17° 39'03"W, 285.35 feet, to the southerly right of way of Idaho State Highway No. 200; thence, along said right of way for the following 12 courses: N69° 44'57"E, 370.39 feet; N73° 15'48"E, 202.24 feet; N69° 44'57"E, 500.00 feet; N61° 13'06"E, 202.24 feet; N69° 44'57"E, 328.60 feet; thence on a spiral curve to the right on a chord of N70° 28'45"E, 207.68 feet; thence on a circular curve to the right (radial bearing = S18° 02'45"E) having a central angle of 05° 29'22" and a radius of 2668.37 feet, for an arc distance of 255.65 feet (chord = N74° 41'56"E, 255.55 feet); thence S87° 06'15"E, 100.50 feet; N80° 04'07"E, 48.44 feet; S89° 57'41"E, 103.49 feet; N84° 19'54"E, 138.71 feet; thence on a curve to the right (radial bearing = S04° 09'23"E) having a central angle of 08° 35'29" and a radius of 2628.37 feet, for an arc distance of 394.12 feet (chord = S89° 51'38"E, 393.75 feet); thence, leaving said Highway right of way, S47° 08'06"W, 163.83 feet; thence S49° 14'04"W, 438.52 feet to the Initial Point and the True Point of Beginning.

LESS the following Lots as shown on the Final Plat of the Replat of Golden Tee Estates and Golden Tee Estates 1st Addition:

Lot 1A, Block 11
Lot 1, Block 12A
Lot 1, Block 14A
Block 16
Block 5A
Lot 1, Block 15
Lot 1, Block 17
Lot, Block 12A
Block 18

.....
GOLDEN TEE ESTATES 2ND ADDITION, further described as follows:

A tract of land situated in Government Lots Two (2), Three (3), Six (6), and Seven (7) of Section Two (2), Township Fifty-seven (57) North, Range One (1) West of the Boise Meridian, Bonner County, Idaho; more particularly described as follows:

Beginning at a point on the west line of Government Lot 2 of said Section 2 which is $S00^{\circ} 22'08''W$, 522.51 feet from the Northwest corner of said Government Lot 2 and marked on the ground by a standard 30 inch aluminum monument; thence along a non-tangential curve to the left (radial bearing = $N17^{\circ} 13'55''E$) having a central angle of $46^{\circ} 02'52''$ and a radius of 130.00 feet, for an arc distance of 104.71 feet (chord = $N84^{\circ} 09'29''E$, 101.90 feet); thence $N61^{\circ} 05'03''E$, 40.73 feet; thence $N69^{\circ} 04'55''E$, 463.89 feet; thence $S10^{\circ} 58'22''E$, 125.27 feet; thence $S59^{\circ} 41'38''E$, 174.10 feet; thence $N78^{\circ} 07'23''E$, 184.99 feet; thence $S06^{\circ} 53'13''E$, 235.81 feet; thence $N66^{\circ} 29'19''E$, 218.37 feet; thence $S45^{\circ} 00'00''E$, 100.52 feet; thence $S01^{\circ} 53'50''W$, 296.13 feet; thence $S08^{\circ} 50'51''W$, 461.44 feet; thence $S81^{\circ} 41'17''W$, 118.15 feet; thence $S64^{\circ} 43'30''W$, 199.72 feet; thence $S64^{\circ} 12'48''W$, 357.37 feet; thence $S60^{\circ} 56'02''W$, 91.70 feet; thence $N86^{\circ} 58'46''W$, 225.35 feet; thence on a non-tangential curve to the right (radial bearing = $N70^{\circ} 42'09''W$) having a central angle of $10^{\circ} 01'48''$ and a radius of 445.00 feet, for an arc distance of 77.90 feet (chord = $S24^{\circ} 18'45''W$, 77.80 feet); thence $S29^{\circ} 19'39''W$, 10.54 feet; thence $N57^{\circ} 17'38''W$, 40.01 feet; thence on a non-tangential curve to the left (radial bearing = $S18^{\circ} 22'53''W$) having a central angle of $61^{\circ} 52'11''$ and a radius of 40.00 feet, for an arc distance of 43.19 feet (chord = $S77^{\circ} 26'47''W$, 41.13 feet); thence $S45^{\circ} 30'42''W$, 48.74 feet; thence on a curve to the right having a central angle of $123^{\circ} 26'57''$ and a radius of 120.00 feet, for an arc distance of 49.11 feet (chord = $S58^{\circ} 14'09''W$, 48.77 feet); thence $S69^{\circ} 57'38''W$, 101.60 feet; thence on a curve to the left having a central angle of $27^{\circ} 37'58''$ and a radius of 155.00 feet, for an arc distance of 74.75 feet (chord = $S56^{\circ} 08'39''W$, 74.03 feet); thence $S42^{\circ} 19'40''W$, 32.89 feet; thence on a curve

to the right having a central angle of $13^{\circ} 00' 25''$ and a radius of 280.00 feet, for an arc distance of 63.56 feet (chord = $S48^{\circ} 49' 53'' W$, 63.43 feet); thence $S55^{\circ} 20' 06'' W$, 87.14 feet; thence on a curve to the left having a central angle of $43^{\circ} 40' 01''$ and a radius of 130.00 feet, for an arc distance of 99.08 feet (chord = $S33^{\circ} 30' 06'' W$, 96.70 feet); thence $S11^{\circ} 40' 05'' W$, 119.67 feet; thence on a curve to the right with a central angle of $11^{\circ} 52' 29''$ and a radius of 520.00 feet, for an arc distance of 107.77 feet (chord = $S17^{\circ} 36' 19'' W$, 107.50 feet); thence $S23^{\circ} 32' 33'' W$, 87.86 feet; thence $S66^{\circ} 27' 27'' E$, 64.48 feet; thence $S01^{\circ} 53' 45'' W$, 156.07 feet; thence $S88^{\circ} 41' 54'' W$, 181.12 feet; thence $N25^{\circ} 08' 41'' W$, 269.51 feet; thence $N25^{\circ} 12' 35'' W$, 198.72 feet; thence $N65^{\circ} 36' 46'' E$, 264.53 feet; thence $N14^{\circ} 04' 29'' W$, 340.46 feet; thence $N70^{\circ} 54' 28'' E$, 124.82 feet; thence $S51^{\circ} 44' 34'' E$, 99.97 feet; thence $N86^{\circ} 39' 53'' E$, 140.44 feet; thence $N39^{\circ} 42' 17'' E$, 144.34 feet; thence $N53^{\circ} 44' 21'' E$, 97.65 feet; thence $N65^{\circ} 49' 46'' E$, 232.44 feet; thence $S69^{\circ} 23' 14'' E$, 130.56 feet; thence on a non-tangential curve to the right (radial bearing = $S44^{\circ} 13' 59'' E$) with a central angle of $17^{\circ} 29' 16''$ and a radius of 170.00 feet, for an arc distance of 51.89 feet (chord = $N54^{\circ} 30' 45'' E$, 51.69 feet); thence $N07^{\circ} 03' 32'' W$, 331.14 feet; thence $N18^{\circ} 49' 31'' W$, 151.62 feet; thence $N10^{\circ} 54' 05'' W$, 154.87 feet; thence $N30^{\circ} 37' 20'' W$, 430.77 feet; thence $N25^{\circ} 49' 25'' E$, 40.00 feet; thence on a non-tangential curve to the left (radial bearing = $N25^{\circ} 29' 25'' E$) having a central angle of $08^{\circ} 35' 30''$ and a radius of 130.00 feet, for an arc distance of 19.49 feet (chord = $S68^{\circ} 28' 20'' E$, 19.48 feet), to the Initial Point and the TRUE POINT OF BEGINNING, encompassing an area of 34.92 acres.

.....

GOLDEN TEE ESTATES 3RD ADDITION, further described as follows:

A tract of land in Government Lots Six (6), Seven (7), Eight (8), Nine (9), the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4), and the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section Two (2), Township Fifty-seven (57) North, Range One (1) West of the Boise Meridian, Bonner County, Idaho and more particularly described as follows:

Beginning at the Northeast Corner of Government Lot 7, Section 2, which is a standard 2 1/2" by 30" aluminum monument marking the Initial Point of this Subdivision; thence $S84^{\circ} 42' 23'' W$, 194.94 feet; thence $S88^{\circ} 18' 45'' W$, 68.98 feet; thence $S80^{\circ} 14' 21'' W$, 181.36 feet; thence $S62^{\circ} 58' 39'' W$, 411.79 feet; thence $S75^{\circ} 00' 00'' W$, 206.92 feet; thence $N83^{\circ} 52' 27'' W$, 81.05 feet; thence $N76^{\circ} 29' 30'' W$, 50.79 feet; thence $N29^{\circ} 19' 39'' E$, 23.41 feet; thence $N59^{\circ} 17' 38'' W$, 40.01 feet; thence $S29^{\circ} 19' 39'' W$, 23.30 feet; thence, on a curve to the right having a central angle of $27^{\circ} 10' 06''$, a radius of 230.00 feet, for an arc length of 109.06 feet (chord = $S42^{\circ} 54' 42'' W$, 108.04 feet); thence, on a curve to the left having a central angle of $20^{\circ} 13' 02''$, a radius of 420.00 feet, for an arc length of

128.44 feet (chord = S 46°23'02" W, 147.48 feet); thence, on a curve to the right having a central angle of 31°51'54", a radius of 155.00 feet, for an arc length of 86.20 feet (chord = S 52°12'16" W, 85.10 feet); thence, on a curve to the left having a central angle of 57°52'39", a radius of 245.00 feet, for an arc length of 247.49 feet (chord = S 39°11'54" W, 237.10 feet); thence S 10°15'34" W, 103.86 feet; thence, on a curve to the right having a central angle of 7°33'58", a radius of 280.00 feet, for an arc length of 36.98 feet (chord = S 14°02'33" W, 36.95 feet); thence S 17°49'32" W, 95.83 feet; thence, on a curve to the left having a central angle of 54°32'15", a radius of 240.00 feet, for an arc length of 228.45 feet (chord = S 09°26'35" E, 219.92 feet); thence S 36°42'43" E, 137.16 feet; thence, on a curve to the right having a central angle of 11°53'23", a radius of 310.00 feet, for an arc length of 64.33 feet (chord = S 30°46'01" E, 64.21 feet); thence S 24°49'20" E, 40.35 feet; thence S 63°06'41" W, 150.53 feet; thence S 29°22'51" W, 262.13 feet; thence S 33°42'55" E, 368.77 feet; thence S 30°06'48" E, 192.22 feet; thence S 35°03'49" E, 624.24 feet to the east-west centerline of Section 2; thence, along said east-west centerline S 89°06'16" E, 1295.18 feet; thence, leaving said east-west centerline N 00°33'58" E, 476.71 feet; thence N 52°35'11" W, 146.25 feet; thence, on a non-tangential curve to the left having a central angle of 37°58'44" (radial bearing = N 43°19'21" W), a radius of 90.00 feet, for an arc length of 59.66 feet (chord = N 27°41'17" E, 58.57 feet); thence N 08°41'55" E, 98.60 feet; thence, on a curve to the right having a central angle of 2°44'19", a radius of 1980.00 feet, for an arc length of 94.64 feet (chord = N 10°04'04" E, 94.63 feet); thence N 11°26'14" E, 130.23 feet; thence, on a curve to the right having a central angle of 148°10'08", a radius of 90.00 feet, for an arc length of 232.74 feet (chord = N 85°31'18" E, 173.10 feet); thence N 69°36'22" E, 40.00 feet; thence, on a curve to the left having a central angle of 17°51'40", a radius of 130.00 feet, for an arc length of 40.53 feet (chord = N 29°19'28" W, 40.36 feet); thence, on a curve to the right having a central angle of 83°06'28", a radius of 20.00 feet, for an arc length of 29.01 feet (chord = N 03°17'56" E, 26.53 feet); thence, on a curve to the left having a central angle of 43°22'01", a radius of 80.00 feet, for an arc length of 60.55 feet (chord = N 23°10'11" E, 59.12 feet); thence N 88°30'51" W, 40.00 feet; thence N 01°29'10" E, 95.43 feet; thence, on a curve to the right having a central angle of 55°13'22", a radius of 135.00 feet, for an arc length of 130.12 feet (chord = N 29°05'53" E, 125.14 feet); thence, on a curve to the left having a central angle of 47°55'13", a radius of 115.00 feet, for an arc length of 96.18 feet (chord = N 32°44'55" E, 93.40 feet); thence, on a curve to the right having a central angle of 30°13'12", a radius of 115.00 feet, for an arc length of 60.65 feet (chord = N 23°53'56" E, 59.95 feet); thence N 16°53'24" W, 300.02 feet; thence N 16°59'45" W, 62.39 feet; thence N 25°53'11" W, 346.32 feet; thence N 25°53'11" W, 298.59 feet; thence N 26°00'58" W, 301.05 feet to the TRUE POINT OF BEGINNING, encompassing an area of 99.36 acres.

.....

GOLDEN TEE ESTATES 4th ADDITION, further described as follows:

A tract of land situated in Government Lots Eight (8) and Nine (9) of Section Two (2), Township Fifty-seven (57) North, Range One (1) West, and Government Lots Five (5) and Nine (9) of Section Six (6) Township Fifty-seven (57) North Range One (1) East of the Boise Meridian, Bonner County, Idaho; more particularly described as follows:

Beginning at the Northwest corner of Government Lot 8 of said Section 2 marked on the ground by a standard 30 inch aluminum monument; thence, along the north line of said Government Lot 8, S88° 52'28"E, 813.18 feet, to the northeast corner of Government Lot 8 on the East line of said Section 2; thence, along the line common to Sections 2 and 6, N00° 03'21"E, 518.68 feet, to the northwest corner of Government Lot 5 of Section 6; thence along the North line of Government Lot 5, S89° 31'29"E, 852.27 feet; thence S00° 28'15"W, 670.42 feet; thence S44° 14'00"W, 201.02 feet; thence S04° 08'48"W, 22.49 feet; thence on a curve to the left (radial bearing = S85° 51'12"E) having a central angle of 37° 22'51" and a radius of 130.00 feet, for an arc distance of 84.81 feet (chord = S14° 32'38"E, 83.32 feet); thence S33° 14'03"E, 16.93 feet; thence S56° 45'57"W, 40.00 feet; thence N33° 14'03"W, 16.93 feet; thence on a curve to the right (radial bearing = N56° 45'57"E) having a central angle of 04° 16'14" and a radius of 170.00 feet, for an arc distance of 12.67 feet (chord = N31° 05'56"W, 12.67 feet); thence on a curve to the left (radial bearing = S61° 02'11"W) having a central angle of 70° 17'46" and a radius of 20.00 feet, for an arc distance of 24.54 feet (chord = N64° 06'42"W, 23.03 feet); thence on a curve to the right (radial bearing = N09° 15'34"W) having a central angle of 12° 01'43" and a radius of 145.00 feet, for an arc distance of 30.44 feet (chord = S86° 45'17"W, 30.38 feet); thence S57° 31'07"W, 119.26 feet; thence S13° 48'14"W, 275.77 feet; thence S00° 35'19"W, 638.06 feet; thence S42° 03'28"W, 40.00 feet; thence on a non-tangential curve to the left (radial bearing = S42° 03'28"W) having a central angle of 05° 10'50" and a radius of 150.00 feet, for an arc distance of 13.56 feet (chord = N50° 31'57"W, 13.56 feet); thence on a curve to the left (radial bearing = S36° 52'38"W) having a central angle of 93° 07'54" and a radius of 20.00 feet, for an arc distance of 34.25 feet (chord = S77° 48'41"W, 30.22 feet); thence S28° 44'44"W, 19.52 feet; thence N61° 15'16"W, 30.00 feet; thence S28° 44'44"W, 89.16 feet; thence S02° 37'07"E, 170.00 feet; thence N63° 20'45"W, 243.29 feet; thence S08° 01'29"W, 237.51 feet; thence S86° 40'12"W, 178.65 feet; thence N15° 38'33"W, 250.59 feet; thence N89° 58'38"W, 217.12 feet; thence on a non-tangential curve to the left (radial bearing = N67° 28'58"W) having a central angle of 21° 01'51" and a radius of 80.00 feet, for an arc distance of 29.36 feet (chord = N12° 00'06"E, 29.20 feet); thence N86° 30'49"W, 40.00 feet; thence N01° 29'11"E, 95.43 feet; thence on a curve to the right (radial bearing = S88° 30'49"E) having a central angle of 55° 13'22" and a radius of 135.00 feet, for an arc distance of 130.12 feet (chord = N29° 05'52"E, 125.14 feet); thence on a curve to

the left (radial bearing = N33° 17' 27"W) having a central angle of 47° 55' 12" and a radius of 115.00 feet, for an arc distance of 96.18 feet (chord = N32° 44' 57"E, 93.40 feet); thence on a curve to the right (radial bearing = S81° 12' 39"E) having a central angle of 30° 13' 12" and a radius of 115.00 feet, for an arc distance of 60.66 feet (chord = N23° 53' 57"E, 59.95 feet); thence N16° 53' 24"W, 300.02 feet; thence N16° 59' 45"W, 62.39 feet; thence N25° 53' 11"W, 644.91 feet; thence N26° 00' 58"W, 301.05 feet, to the TRUE POINT OF BEGINNING; encompassing an area of 48.56 acres.

.....
GOLDEN TEE ESTATES 5TH ADDITION, further described as follows:

A tract of land in Government Lot Nine (9) of Section Two (2), Township Fifty-seven (57) North, Range One (1) West of the Boise Meridian, Bonner County, Idaho and Government Lots Nine (9) and Ten (10) of Section Six (6), Township Fifty-seven (57) North, Range One (1) East of the Boise Meridian, Bonner County, Idaho and more particularly described as follows:

Beginning at the Southeast Corner of Government Lot 9, Section 2, which is a standard 2 ½" by 30" aluminum monument marking the Initial Point of this Subdivision; thence, along the south line of said Government Lot 9, N89° 06' 16"W, 574.28 feet; thence N00° 33' 58"E, 476.71 feet; thence N52° 35' 11"W, 146.25 feet; thence on a non-tangential curve to the left (radial bearing = N43° 19' 21"W) having a central angle of 37° 58' 44" and a radius of 90.00 feet, for an arc distance of 59.66 feet (chord = N27° 41' 17"E, 58.57 feet); thence N08° 41' 55"E, 98.60 feet; thence on a curve to the right having a central angle of 02° 44' 19" and a radius of 1980.00 feet, for an arc distance of 94.64 feet (chord = N10° 04' 04"E, 94.63 feet); thence N11° 26' 14"E, 130.23 feet; thence on a curve to the right having a central angle of 148° 10' 06" and a radius of 90.00 feet, for an arc distance of 232.74 feet (chord = N85° 31' 18"E, 173.10 feet); thence N69° 36' 22"E, 40.00 feet; thence on a non-tangential curve to the left (radial bearing = S69° 36' 22"W) having a central angle of 17° 51' 40" and a radius of 130.00 feet for an arc distance of 40.53 feet (chord = N29° 19' 28"W, 40.36 feet); thence on a curve to the right (radial bearing = N51° 44' 42"E) having a central angle of 83° 06' 28" and a radius of 20.00 feet, for an arc distance of 29.01 feet (chord = N03° 17' 56"E, 26.53 feet); thence on a curve to the left (radial bearing = N45° 08' 50"W) having a central angle of 22° 20' 08" and a radius of 80.00 feet, for an arc distance of 31.19 feet (chord = N33° 41' 06"E, 30.99 feet); thence S89° 58' 38"E, 217.12 feet; thence S15° 38' 33"E, 250.59 feet; thence N86° 40' 12"E, 178.65 feet; thence N08° 01' 29"E, 237.51 feet; thence S63° 20' 45"E, 243.29 feet; thence S45° 00' 00"E, 143.47 feet; thence S42° 32' 15"E, 280.90 feet; S20° 46' 01"E, 173.21 feet; thence S59° 00' 19"W, 168.71 feet; thence S23° 53' 09"E, 505.55 feet; thence S65° 33' 38"E, 394.86 feet; thence N73° 32' 31"E, 222.19 feet; thence S79°

12°01"E, 133.44 feet; thence S17° 40' 50"E, 167.33 feet; thence S71° 38' 19"E, 126.69 feet; thence S10° 56' 04"W, 179.63 feet; thence S67° 30' 46"E, 89.40 feet; thence on a curve to the left (radial bearing = N22° 29' 14"E) having a central angle of 103° 01' 29" and a radius of 25.54 feet, for an arc distance of 45.92 feet (chord = N60° 58' 30"E, 39.98 feet); thence N09° 27' 46"E, 9.46 feet; thence on a curve to the right (radial bearing = S80° 32' 14"E) having a central angle of 04° 04' 47" and a radius of 320.00 feet, for an arc distance of 22.79 feet (chord = N11° 30' 09"E, 22.78 feet); thence S76° 27' 27"E, 40.00 feet; thence on a curve to the left (radial bearing = S76° 27' 27"E) having a central angle of 04° 04' 47" and a radius of 280.00 feet, for an arc distance of 19.94 feet (chord = S11° 30' 09"W, 19.93 feet); thence S09° 27' 46"W, 12.99; thence on a curve to the left (radial bearing = S80° 32' 14"E) having a central angle of 107° 40' 41" and a radius of 18.35 feet, for an arc distance of 34.49 feet (chord = S44° 22' 35"E, 29.63 feet); thence on a curve to the right (radial bearing = S08° 12' 55"E) having a central angle of 14° 57' 21" and a radius of 153.00 feet, for an arc distance of 39.94 feet (chord = N89° 15' 46"E, 39.82 feet); thence S04° 44' 26"W, 40.00 feet; thence on a curve to the left (radial bearing = S06° 44' 26"W) having a central angle of 14° 57' 21" and a radius of 113.00 feet, for an arc distance of 29.50 feet (chord = S89° 15' 46"W, 29.41 feet); thence on a curve to the right (radial bearing = N08° 12' 55"W) having a central angle of 30° 42' 01" and a radius of 220.00 feet, for an arc distance of 117.88 feet (chord = N82° 57' 55"W, 116.48 feet); thence N67° 30' 54"W, 106.87 feet; thence on a curve to the right (radial bearing = N22° 29' 06"E) having a central angle of 20° 24' 44" and a radius of 320.00 feet, for an arc distance of 114.00 feet (chord = N57° 18' 32"W, 113.40 feet); thence N47° 06' 10"W, 15.80 feet; thence on a curve to the left (radial bearing = S42° 53' 50"W) having a central angle of 08° 20' 05" and a radius of 480.00 feet, for an arc distance of 69.82 feet (chord = N51° 16' 12"W, 69.76 feet); thence N55° 26' 15"W, 44.82 feet; thence on a curve to the left (radial bearing = S34° 33' 45"W) having a central angle of 52° 36' 31" and a radius of 130.00 feet, for an arc distance of 119.37 feet (chord = N81° 44' 31"W, 115.22 feet); thence S71° 57' 14"W, 32.25 feet; thence on a curve to the right (radial bearing = N18° 02' 46"W) having a central angle of 35° 06' 00" and a radius of 220.00 feet, for an arc distance of 134.77 feet (chord = S89° 32' 14"W, 132.68 feet); thence N72° 56' 46"W, 152.54 feet; thence on a curve to the left (radial bearing = S17° 03' 14"W) having a central angle of 20° 33' 14" and a radius of 200.00 feet, for an arc distance of 71.75 feet (chord = N83° 13' 23"W, 71.36 feet); thence S86° 30' 00"W, 73.83 feet; thence on a curve to the right (radial bearing = N03° 30' 00"W) having a central angle of 22° 46' 03" and a radius of 170.00 feet, for an arc distance of 67.55 feet (chord = N82° 06' 59"W, 67.11 feet); thence N70° 43' 57"W, 88.99 feet; thence on a curve to the right (radial bearing = N19° 16' 03"E) having a central angle of 05° 49' 21" and a radius of 205.00 feet, for an arc distance of 20.83 feet (chord = N67° 49' 16"W, 20.82 feet); thence S37° 28' 52"W, 285.07 feet; thence N87° 37' 27"W, 93.78 feet; thence N25° 25' 47"W, 230.00 feet; thence N08° 28' 57"E, 250.00 feet; thence N61° 11' 08"W, 267.32 feet;

thence N89° 06'16"W, 46.46 feet to the TRUE POINT OF BEGINNING, encompassing area of 37.13 acres.

GOLDEN TEE ESTATES 6th ADDITION, further described as follows:

A tract of land situated in the East Half of the Southwest Quarter (E 1/2 SW 1/4) and the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section Six (6) Township Fifty-seven (57) North, Range One (1) East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at a point on the East line of the SW 1/4 of said Section 6 which is N00° 59'35"E, 397.72 feet from the Southeast corner of the SW 1/4 marked on the ground by a standard 30 inch aluminum monument, thence, along the East line of said SW 1/4 and the SE 1/4 of the NW 1/4, N00° 59'35"E, 3098.90 feet, thence N30° 28'00"W, 279.23 feet, thence S74° 34'58"W, 69.30 feet, thence S64° 54'20"W, 343.91 feet, thence S26° 52'40"E, 43.67 feet, thence on a curve to the left (radial bearing = N63° 07'20"E) having a central angle of 02° 33'15" and a radius of 280.00 feet, for an arc distance of 12.48 feet, thence S29° 25'55"E, 294.70 feet, thence on a curve to the left (radial bearing = N60° 34'05"E) having a central angle of 06° 47'41" and a radius of 470.65 feet, for an arc distance of 55.82 feet, thence S36° 13'36"E, 108.01 feet, thence S53° 46'24"W, 40.00 feet, thence S36° 13'36"E, 124.32 feet, thence on a curve to the right (radial bearing = S53° 46'24"W) having a central angle of 62° 37'13" and a radius of 380.00 feet, for an arc distance of 415.31 feet, thence S26° 23'37"W, 192.98 feet, thence on a curve to the left (radial bearing = S63° 36'23"E) having a central angle of 10° 54'28" and a radius of 420.00 feet, for an arc distance of 79.96 feet, thence S15° 29'09"W, 93.12 feet, thence on a curve to the right (radial bearing = N74° 30'51"W) having a central angle of 156° 15'03" and a radius of 25.00 feet, for an arc distance of 68.18 feet, thence N08° 15'48"W, 32.89 feet, thence on a curve to the right (radial bearing = N81° 44'12"E) having a central angle of 14° 20'11" and a radius of 380.00 feet, for an arc distance of 95.08 feet, thence N06° 04'23"E, 140.66 feet, thence on a curve to the right (radial bearing = S83° 55'37"E) having a central angle of 10° 13'27" and a radius of 380.00 feet, for an arc distance of 67.81 feet, thence N16° 17'50"E, 51.75 feet, thence on a curve to the left (radial bearing = N73° 42'10"W) having a central angle of 47° 47'49" and a radius of 95.00 feet, for an arc distance of 79.25 feet, thence N54° 58'07"E, 117.47 feet, thence N28° 29'35"W, 371.13 feet, thence N50° 12'50"W, 211.70 feet, thence S47° 54'36"W, 247.48 feet, thence S35° 40'50"E, 383.42 feet, thence S05° 58'05"W, 113.94 feet, thence on a curve to the right (radial bearing = N84° 01'55"W) having a central angle of 06° 43'14" and a radius of 480.00 feet, for an arc distance of 56.30 feet, thence S12° 41'12"W, 71.59 feet, thence on a curve to the left (radial bearing = S77° 18'41"E) having a central angle of 13° 29'13"

and a radius of 370.00 feet, for an arc distance of 87.09 feet; thence $S00^{\circ} 47'54''E$, 84.34 feet; thence on a curve to the right (radial bearing = $S89^{\circ} 12'06''W$) having a central angle of $06^{\circ} 45'05''$ and a radius of 480.00 feet, for an arc distance of 56.56 feet; thence $S05^{\circ} 57'11''W$, 56.66 feet; thence $N88^{\circ} 33'50''W$, 240.00 feet; thence $S04^{\circ} 26'16''W$, 166.14 feet; thence $S75^{\circ} 27'50''E$, 210.00 feet; thence on a non-tangential curve to the left (radial bearing = $S72^{\circ} 43'57''E$) having a central angle of $23^{\circ} 31'30''$ and a radius of 320.00 feet, for an arc distance of 131.39 feet (chord = $S05^{\circ} 30'18''W$, 130.47 feet); thence $S06^{\circ} 15'27''E$, 127.32 feet; thence on a curve to the right (radial bearing = $S83^{\circ} 44'33''W$) having a central angle of $15^{\circ} 05'34''$ and a radius of 130.00 feet, for an arc distance of 34.24 feet; thence $S08^{\circ} 50'07''W$, 97.90 feet; thence on a curve to the right (radial bearing = $N81^{\circ} 09'53''W$) having a central angle of $98^{\circ} 20'11''$ and a radius of 95.00 feet, for an arc distance of 163.05 feet; thence on a curve to the left (radial bearing = $S17^{\circ} 10'18''W$) having a central angle of $10^{\circ} 25'52''$ and a radius of 153.00 feet, for an arc distance of 27.85 feet; thence $S06^{\circ} 44'26''W$, 40.00 feet; thence $S10^{\circ} 20'33''W$, 119.20 feet; thence $S17^{\circ} 55'57''W$, 53.80 feet; thence $S13^{\circ} 55'30''E$, 207.14 feet; thence $S14^{\circ} 04'28''W$, 93.85 feet; thence $S55^{\circ} 37'04''E$, 157.06 feet; thence $S05^{\circ} 35'33''E$, 470.01 feet; thence $S68^{\circ} 16'42''E$, 362.98 feet; thence $S87^{\circ} 39'18''E$, 261.55 feet, to the TRUE POINT OF BEGINNING; encompassing an area of 43.79 acres.

EXHIBIT "B"

[legal description of Club Property - excluded from these CC&R's]

The following Lots as shown on the Final Plat of the Replat of Golden Tee Estates and Golden Tee Estates 1st Addition:

Lot 1A, Block 11
Lot 1, Block 12A
Lot 1, Block 14A
Block 16
Block 5A
Lot 1, Block 15
Lot 1, Block 17
Lot, Block 12A
Block 18



ADDENDUM NO. 1

RESIDENT LAKE CLUB MEMBERSHIP

1. Membership. The Owner of a Lot shall automatically be issued a Resident Lake Club Membership in the Club ("Resident Lake Club Membership"), and shall become a Resident Lake Club Member ("Resident Lake Club Member"). Upon becoming the Owner of a Lot, each Owner shall execute and deliver to the Club a Resident Lake Club Membership Agreement ("Resident Lake Club Membership Agreement"). Upon receipt by the Club of the Resident Lake Club Membership Agreement and the issuance to the Owner by the Club of a Resident Lake Club Membership, each Owner shall be entitled to the use and enjoyment of all of the Club Facilities (other than the golf course), upon the terms, conditions, bylaws rules and regulations established by the Club, as the same may be amended from time to time (the "Club's Governing Instruments"). An Owner shall not be entitled to use the Club Facilities (other than the golf course) until such time as the Owner executes and delivers a Resident Lake Club Membership Agreement to the Club. Additionally upon becoming an Owner of a Lot, the Owner of a Lot shall automatically be subject to the terms and conditions of the Club's Governing Instruments.
2. Issuance of Resident Lake Club Membership. Each Resident Lake Club Membership shall be issued in the name of the Owner of the Lot who shall become a Resident Lake Club Member. In the event the Lot is owned by more than one person, the Resident Lake Club Membership shall be issued in the name of only one of such Owners, as designated by such Owners.
3. Transfer of Residence Lake Club Membership. Resident Lake Club Memberships shall not be transferred, pledged, assigned, hypothecated or alienated in any way, except upon the transfer of ownership to the Lot to which it is appurtenant, and then only to the new Owner of such Lot. Any attempt to make a prohibited transfer is void. In this regard, each Resident Lake Club Membership shall be transferred automatically to the subsequent purchaser by conveyance of the applicable Lot. The Club, in its sole discretion, may charge the subsequent purchaser of the applicable Lot a transfer fee for the conveyance of the Resident Lake Club Membership to such purchaser, in such amount as may be determined by the Club from time to time.
4. Dues. Each Resident Lake Club Member will be required to pay dues, fees and other charges to the Club on a periodic basis, as determined by the Club from time to time. The Club may increase the dues, fees and other charges associated with a Resident Lake Club Membership from time to time, pursuant to the Club's Governing Instruments.
5. Agreement to Pay Dues, Fees and Charges. Each Owner, by acceptance of instruments of conveyance and transfer of a Lot, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree to pay to the Club all dues, fees and charges arising out of or associated with the Resident Lake Club Membership issued to such Owner.
6. Lien for Dues, Fees and Charges. All sums due from a Resident Lake Club Membership for dues, fees or other charges of the Club with respect to the Resident Lake Club Membership shall be secured by a lien on the Lot, Dwelling and any other Improvements

thereon, in favor of the Club. Such lien shall be executed, recorded and/or foreclosed in the same manner as provided for liens for the assessments of the Association, in accordance with Article VIII of the foregoing Declaration. In the event the Club is unable for any reason to collect any dues, fees or other charges owing to the Club from a Resident Lake Club Member by means of the enforcement of a lien on the Lot, Dwelling and any other Improvements of such Resident Lake Club Member, the Association shall collect such amounts owing by means of the enforcement of a lien on the Lot, Dwelling and any other Improvements of such Resident Lake Club Member for the benefit of the Club. Such lien shall be executed, recorded and/or foreclosed in the same manner as provided in accordance with Article VIII of the foregoing Declaration.

7. Personal Obligation of Owner. The amount of any dues, fees and charges owing by a Resident Lake Club Member with respect to the Resident Lake Club Membership shall further be the personal obligation of such Owner. Suit to recover a money judgment for such personal obligation shall be maintainable by the Club without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the amenities included in the Resident Lake Club Membership or by abandonment of such Owner's Resident Lot Club Membership, Lot or Dwelling or by waiving any services provided for by the Club. Additionally, no Owner may avoid or diminish any such personal obligation by failing to deliver to the Club a Resident Lake Club Membership Agreement. In the event of any suit to recover a money judgment for unpaid dues, fees or charges hereunder, the applicable Owner shall pay the costs and expenses incurred by the Club in connection therewith, including reasonable attorneys' fees.

8. Termination of Resident Lake Club Memberships. Pursuant to the Club's Governing Instruments, upon the occurrence of certain events beyond the Club's control, the Club may terminate all of the issued and outstanding Resident Lake Club Memberships in the Club. Upon any such termination, each Owner in whose name a Resident Lake Club Membership has been issued shall no longer be entitled to enjoy the Club Facilities (other than the golf course) located on and associated with the Club and the Club Property in such Owner's role as a Resident Lake Club Member..

9. Amendment. This Addendum may not be amended in any way without the written consent of the Club, which consent shall be granted or denied in the sole discretion of the Club.

ARTICLES OF INCORPORATION **FILED EFFECTIVE**
OF 2006 SEP 28 10:11:24
THE IDAHO CLUB HOMEOWNERS ASSOCIATION, INC.
 STATE OF IDAHO

The undersigned, acting as incorporator of a nonprofit Corporation under the Idaho Nonprofit Corporation Act, adopts the following Articles of Incorporation for such Corporation:

ARTICLE I. NAME

The name of the Corporation is **THE IDAHO CLUB HOMEOWNERS ASSOCIATION, INC.**

ARTICLE II. NOT FOR PROFIT

The Corporation is a nonprofit corporation under the laws of the State of Idaho. The Corporation is not formed for pecuniary profit. No part of the income or assets of the Corporation is distributable to or for the benefit of its Members, Directors or Officers, except to the extent permissible under law.

ARTICLE III. DURATION

The period of duration of the Corporation is perpetual.

ARTICLE IV. PURPOSE

The Corporation is organized, and shall be operated exclusively for, the following purposes:

A. To provide maintenance, preservation, improvements and control of the Common Areas, and regulate the development, use and occupancy of the Lots and Dwellings in the residential areas of The Idaho Club, a master planned unit development in Bonner County, Idaho, and to exercise all powers of the Association under and pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements to be recorded in the real property records of Bonner County, Idaho (hereafter the "Declaration"). Capitalized terms used herein shall have the meanings given in the Declaration.

B. To exercise all rights and powers conferred by the laws of the State of Idaho upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by



IDAHO SECRETARY OF STATE
 09/28/2006 05:00
 CR: 163889 DT: 172999 BH: 977703
 38.38 = 38.00 INC NONP # 2

2109124

bequest, devise, gift, purchase, lease or otherwise any real or personal property of any sort or nature without limitation as to its amount or value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, convey, option, donate or otherwise dispose of such property and the income, principal and proceeds of such property, for any of the purposes set forth herein.

C. To do such other things as are incidental to the purposes of the Corporation or necessary or desirable in order to accomplish them.

ARTICLE V. LIMITATION

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its Members, Directors or Officers, but the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof.

ARTICLE VI. MEMBERS

Membership in the Corporation shall consist of the Owners of each of the Lots on the Property consisting of the residential portions of the Project known as The Idaho Club, as set forth more fully in the Declaration.

ARTICLE VII. REGISTERED OFFICE

The address of the initial registered office is 701 Front Avenue, Suite 101, Coeur d'Alene, Idaho 83816. The initial registered agent at that address is Janet D. Robnett.

ARTICLE VIII. DIRECTORS

The management of the Corporation shall be vested in a Board of Directors. The number of Directors constituting the initial board of directors is three (3). The number of Directors may be increased or decreased from time to time in accordance with the Bylaws, but shall hereafter never be less than three (3). Except where otherwise provided in the Declaration, the Members shall elect the Directors at the annual meeting of Members. The names and address of each initial Directors of the Corporation are as follows:

Chuck Reeves	151 Clubhouse Way Sandpoint, Idaho 83864
Dave Wall	151 Clubhouse Way Sandpoint, Idaho 83864
Mike DePrez	151 Clubhouse Way Sandpoint, Idaho 83864

ARTICLE IX. OFFICERS

The Officers of the Corporation shall consist of a President, Secretary, Treasurer and such other officers and assistant officers as may be provided in the Bylaws. Each Officer shall be elected by the Board of Directors (and may be removed by the Board of Directors) at such time and in such manner as may be prescribed in the Bylaws. Any two or more offices may be held by the same person, except the offices of President and Secretary.

ARTICLE X. BYLAWS

The initial Bylaws of the Corporation shall be adopted by the Board of Directors. The power to alter, amend or repeal the Bylaws or adopt new Bylaws, subject to repeal or change by action of the Members, shall be vested in the Board of Directors. The Bylaws may contain any provision for the regulation and management of the affairs of the Corporation not inconsistent with law, the Declaration, or these Articles of Incorporation.

ARTICLE XI. AMENDMENT

The Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation or any amendment to them, and all rights and privileges conferred upon the Members, Directors and Officers are subject to this reservation.

ARTICLE XII. INDEMNIFICATION

The Corporation shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the Idaho Business Corporation Act and the Idaho Nonprofit Corporation Act.

ARTICLE XIII. DISTRIBUTION ON DISSOLUTION

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, distribute all the assets of the Corporation consistent with the purposes of the Corporation and the Act. Any such assets not so distributed shall be distributed by the district court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organizations, as such court shall determine to be consistent with the purposes of the Corporation.

ARTICLE XIV. INCORPORATOR

The name and business address of the incorporator is as follows:

Janet D. Robnett

701 Front Ave., Suite 101
P.O. Box E
Coeur d'Alene, Idaho 83816

IN WITNESS WHEREOF, the undersigned incorporator of the above-named Corporation, has hereunto signed these Articles of Incorporation on this 28th day of September, 2006.

Janet D. Robnett
Janet D. Robnett, Incorporator

STATE OF IDAHO)

ss.

County of Bonner)

On this 28th day of September 2006, before me Stephanie Klein the undersigned Notary Public, personally appeared Janet D. Robnett known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(SEAL)

Stephanie Klein
Notary Public for Idaho
Residing at 2022 N. 1st St.
Commission Expires 3/1/2010

**THE IDAHO CLUB HOMEOWNER'S ASSOCIATION
MANAGEMENT AGREEMENT**

THIS AGREEMENT is made and entered into effective October 15th, 2006, by and between The Idaho Club Homeowner's Association, Inc., an Idaho corporation (the "ICHOA"), and Parahandle Management, Inc., an Idaho corporation ("PMI").

WHEREAS:

A. The ICHOA is the "Master Association" under the Declaration of Covenants, Conditions and Restrictions of the Idaho Club Community Association, recorded ~~7-17-88~~ as Instrument No. 714739, records of Bonner County, Idaho, and any amendments thereto (the "Declaration"). Capitalized terms not otherwise defined herein shall have the meanings given in the Declaration. *10/15/06*

B. Pursuant to the terms of the Declaration, the ICHOA is charged with, among other things, the management and maintenance of the Common Areas; the enforcement of the Project Documents; and the levy and collection of assessments and individual charges against its Members.

C. Pursuant to the Declaration, the ICHOA has the right to employ, assign and/or delegate its rights and duties to agents and/or independent contractors.

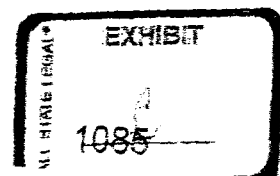
D. PMI is a professional management company which provides management, enforcement, bookkeeping and related services to homeowners associations, condominium associations, and neighborhood associations, like the ICHOA.

E. By the terms of this Agreement, the ICHOA retains PMI, and PMI agrees, to perform the functions and services of the ICHOA identified in the Declaration and in this Agreement, upon the terms and for the consideration set forth herein.

NOW, THEREFORE, in consideration for the mutual covenants, conditions and restrictions contained herein, the parties agree as follows:

1. Nature and Term of Employment. ICHOA hereby employs PMI as its exclusive managing agent for a term of one (1) year commencing October 15th, 2006 and ending September 30th, 2007, unless sooner renewed or terminated as provided for herein.

2. Duties. PMI shall perform the duties and functions of the ICHOA identified in the Declaration and/or in this Agreement, including the management and operation of the Common Areas and other property under the ownership or control of the ICHOA; the enforcement of the Project Documents; the levy and collection of Assessments and Individual



Charges; the payment of bills, expenses, taxes and assessments; the preparation, maintenance and distribution of financial information, budgets, books and records; and community relations management and coordination.

3. Compensation. Except as otherwise provided for herein with respect to certain functions which may be authorized by the Board to be performed by PMI on a "cost plus" or other basis, ICHOA agrees to pay PMI the sum of \$11,400.00, in monthly installments of \$950.00 each on or before the 10th day of each month commencing December 1st, 2007, as consideration for the services provided by it under this Agreement.

4. Budgets and financial reporting. PMI shall prepare and submit to the Board for approval an annual budget and other financial information required by the Declaration, on or before September 1st of each year, allowing sufficient time for the Board to review and consider prior to dissemination to the Members within the time called for by the Declaration. PMI shall advise and recommend to the Board the appropriate level of maintenance, capital improvements, replacement reserves, and hazard and liability insurance coverages for the Common Areas, for inclusion in the annual budget.

5. Collection of Assessments. PMI shall bill for and collect all Assessments and Individual Charges duly assessed or levied by the ICHOA on the Members. PMI shall take action to enforce the same by lien or other action when authorized and directed to do so by the Board. PMI shall present an estimate of costs and fees for lien filing prior to requesting Board approval for enforcement activity. All funds collected by PMI for the account of the ICHOA shall be deposited in Bank of America, Sandpoint Branch, and held in trust in a special account in the name of the ICHOA, and will not be commingled with other funds collected by PMI, as the agent for others.

6. Management of Common Areas. PMI shall cause to be hired, paid and supervised, all persons necessary to be employed, purchase all supplies, secure all utility services, and acquire hazard and/or liability insurance reasonably necessary in order to properly manage, operate, maintain, repair and replace the Common Areas of the Project and any property acquired by or subject to the control of the ICHOA, in a safe, sanitary and attractive condition.

7. Payment of Expenses. From the assessments and charges collected, PMI shall pay, satisfy and discharge all expenses incurred in the management of the Common Areas and the performance of its functions under this Agreement (including the compensation payable to PMI); all real and personal property taxes assessed against the Common Areas or other property under the ownership or control of the ICHOA; fees and charges for utility services; all hazard, liability or other insurance; and any other expenses or obligations of the ICHOA under the Declaration, all in accordance with the budget duly approved and adopted by the Board. Except in the case of an emergency, PMI shall obtain the prior approval of the Board prior to incurring any non-budgeted expense. No contractual obligations shall be entered into which would bind the ICHOA beyond the current budget year. All books and records, ledgers, receipts shall be subject to review for compliance at any time by the ICHOA Board or its designated

representative. PMI shall have no obligation to advance funds on behalf of the ICHOA for any purpose.

8. Financial Services and Reporting. PMI shall coordinate and manage the preparation and maintenance of all books and records required to be produced and maintained by the ICHOA under the Declaration, together with such additional books of account which the Board may reasonably require to accurately reflect, monitor and/or audit the receipts and expenditures of PMI on behalf of the ICHOA during the term of this Agreement or any renewal hereof. All employees of PMI who handle or are responsible for the safekeeping of any monies of the ICHOA shall be covered by a fidelity bond in favor of, and in such form and with such company or companies, approved by the ICHOA. The premiums for such bond or bonds shall be an operating expense of the Project paid by the ICHOA.

All books and records shall be held at PMI's office at 110 Main Street, Sandpoint, Idaho, where they will be available for inspection by Members upon appropriate request and in accordance with the Declaration or Idaho law.

9. Enforcement of Project Documents. PMI will be responsible for inspections and ongoing over-site of the Project to ensure compliance with the use covenants and restrictions. In the event of a non-complying Member, PMI shall send out an initial notice to such Member. Any further enforcement action shall only be as authorized by the Board. In addition, PMI will coordinate and provide administrative support for the architectural review process, including the acceptance of applications for review and approval of site plans, collection of compliance deposits, and enforcement of conditions for approved site plans and construction.

10. Board Meetings and Facilitation. An employee of PMI shall attend up to one (1) meeting of the Board at the Board's request each month, the annual meeting of the Members of the ICHOA, and such additional meetings as the Board may request upon not less than twenty-four (24) hours notice. (Attendance at meetings other than the regular monthly Board meetings and the annual meeting of the Members shall be compensated for on an hourly basis @ \$ 45.00 per hour, over and above the flat fee compensation provided for by this Agreement). The PMI representative at any such meetings shall be responsible for recording minutes for the meetings, and presenting them to the Board for their approval at the next regular meeting.

While the individual Board members may contact PMI or its employees with questions, any communications intended to instruct or authorize PMI to take or refrain from taking certain action shall only be communicated by the President and or the Treasurer of the ICHOA.

11. Community Relations. PMI shall compile and mail all information to the Members relating to its functions described in this Agreement (such as meeting notices, notice of non-compliance and the like). PMI will also prepare and distribute (after review and approval by the Board), a quarterly newsletter. Distribution may be either by mail, or a posting on the ICHOA website.

12. Renewal or termination. In the event either party fails to perform in accordance with the terms of this Agreement and fails to cure such default or defect within thirty (30) days of written notice, the other party may elect to terminate this Agreement effective upon the expiration of such thirty (30) day period. In the absence of such termination, this Agreement may be renewed for additional one (1) year periods upon the mutual agreement of the parties, as follows: in conjunction with the presentation of a draft budget on or before October 1 of each year, PMI may offer to extend or renew this Agreement for an additional one (1) year term, upon such terms and conditions and for such compensation as PMI may propose in such draft budget. This Agreement, whether or not modified, shall be deemed renewed only upon the acceptance of the Board and approval of the annual budget for the following year. Upon termination or non-renewal, the parties shall account to each other with respect to all uncompleted business, and PMI shall deliver to the ICHOA all files, books and records and other instruments or documents relating to the Project and PMI's performance under this Agreement.

13. Indemnity and Hold Harmless. The ICHOA agrees to fully indemnify and hold PMI harmless from and against any and all claims, suits, or controversies, including reasonable attorney fees incurred in defending the same, arising out of or in any way relating to PMI's performance under this Agreement, EXCEPT to the extent such claims or controversies arise out of the negligent or intentional misconduct, errors or omissions of PMI. ICHOA shall acquire and maintain such policy or policies of comprehensive general liability insurance coverage as PMI may recommend and the Board may approve in the annual budget process, naming both the ICHOA and PMI as insured, in order to fund this indemnity obligation. PMI agrees to fully indemnify and hold PMI harmless from and against any and all claims, suits or controversies, including reasonable attorney fees incurred in defending the same, arising out of the negligent or intentional misconduct, errors or omissions of PMI in its performance under this Agreement. PMI shall acquire and maintain such policy or policies of comprehensive general liability insurance coverage as ICHOA may reasonably require in order to fund this indemnity obligation.

14. Relationship. The parties to this Agreement intend that the relationship between them created by this Agreement is that of employer-independent contractor. No agent, employee or servant of PMI shall be or shall be deemed to be the employee, agent or servant of the ICHOA. The ICHOA is interested only in the results obtained under this Agreement. The manner and means of conducting the work are under the control of PMI. PMI will be solely responsible for its acts, and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement.

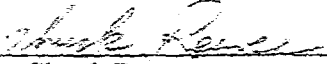
15. Modification. This Agreement contains the entire agreement of the parties. No modification shall be effective unless first reduced to writing, and signed by both parties.

16. Binding Effect. This Agreement and every provision hereof, shall bind, apply to and run in favor of the ICHOA and PMI, and their respective officers, directors, agents and employees. Neither of the parties may assign this Agreement without the written consent of the other.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

IDAHO CLUB
HOMEOWNER'S ASSOCIATION, INC.

PANHANDLE MANAGEMENT, INC.



By: Chuck Reeves
Its: President



By: Tom Curtiss
Its: President

When recorded return to:
Toby McLaughlin
Berg & McLaughlin, Chfd.
708 Superior Street, Suite B
Sandpoint ID 83864

773652

NOTICE OF LIEN

FILED BY
Toby McLaughlin
2006 JUN 10 AM 10:43
9
MARIE SCOTT
BONNER COUNTY RECORDER
SB DEPUTY

STATE OF IDAHO)
) ss.
COUNTY OF BONNER)

I, D. TOBY McLAUGHLIN, being first duly sworn upon oath, depose and state the following:

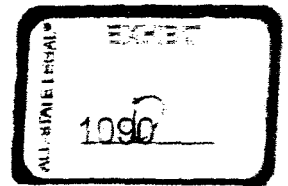
1. I am over the age of majority and competent to testify to the matters contained herein.
2. I am the attorney for Panhandle Management, Inc., which is the designated representative of the Idaho Club Homeowners Association, Inc., Claimant.
3. Pursuant to paragraph 8.3 of the Declaration of Covenants, Conditions, Restrictions and Easements for the Idaho Club, recorded in the records of Bonner County on October 6, 2006 under instrument number 714739, Claimant has the right to record a lien against any owner of real property subject to said Declaration for any unpaid assessments, together with penalties and interest thereon.
4. This claim is against PEND ORIELLE BONNER DEVELOPMENT, LLC (hereinafter "Owner") which owns the following Lots in the Idaho Club real property development, which is located in Bonner County, Idaho:

Lots 2, 4, 5, 6, 7, and 8, in Block 1 and Lots 2, 3, 5, and 8, in Block 2 of GOLDEN TEE ESTATES 2nd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho;

Lot 5 in Block 1, and Lots 1 and 2, in Block 5, and Lot 2, in Block 9, and Lot 5, in Block 9 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho;

Lots 1, 5, 7, 8 and 9 in Block 1, and Lots 1, 3, 6, 7, 8, 9 and 11 in Block 2 of GOLDEN TEE ESTATES 5th ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho,

NOTICE OF LIEN



Lot 2, in Block 1 of GOLDEN TEE ESTATES 6th ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho;

Lots 1, 2, 3, 8, 12, 13 & 14, Block 20, and Lot 4, Block 22, REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Lot 20A, Block 20 and Lots 5A and 6A, Block 22 of A REPLAT OF LOTS 5 & 6, BLOCK 22 AND LOT 20, BLOCK 20, REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, Page 6, records of Bonner County, Idaho.

Lots 5, 7, 8 in Block 1 and Lots 1 and 2 of Block 2, of GOLDEN TEE ESTATES 8th ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho.


Lots 1A, 2A and 4A in Block 1, REPLAT OF LOTS 1 THROUGH 4, BLOCK 1, GOLDEN TEE ESTATES - 8th ADDITION AND BLOCK 16A, REPLAT OF BLOCKS 15 & 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 82, records of Bonner County, Idaho.

- 5 The following assessments were levied against Owner's Lots, with applicable credits:

	<u>Invoice No.</u>	<u>Due Date</u>	<u>Amount Due</u>	<u>Balance</u>
4th Quarter (Oct. 1 - Dec. 31) 2008 Dues	10693	February 25, 2009	\$17,100.00	\$17,100.00
1st Quarter (Jan. 1 - March 31) 2009 Dues	10692	February 25, 2009	\$17,100.00	\$34,200.00
2nd Quarter (April 1 - June 30) 2009 Dues	10695	April 5, 2009	\$15,800.00	\$50,000.00
Interest on overdue balance	10695	April 5, 2009	\$556.57	\$50,556.57
Credit for one lot for 2 quarters	10695	April 5, 2009	-\$600.00	\$49,956.57
Credit for 7 dues for 7 lots -	10791	April 25, 2009	-\$5,300.00	\$44,656.57
				\$44,656.57

- 6 There is currently owing FORTY FOUR THOUSAND SIX HUNDRED FIFTY SIX DOLLARS AND 57/100 (\$44,656.57) in outstanding dues assessed against Owner, as well as accrued interest, costs and attorneys fees.
- 7 Notice is given that a lien in the amount of NINE HUNDRED ELEVEN DOLLARS and 36/100 (\$911.36) is attached to each of the above described lots for unpaid assessment.

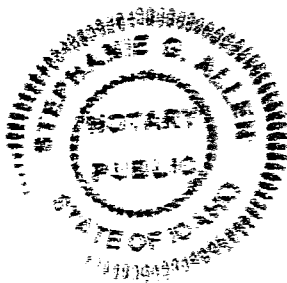
8 I believe the above claim is true and just.




D. Toby McLaughlin
Attorney for Claimant

STATE OF IDAHO)
) :SS
County of BONNER)

On this 25th day of June, 2009, before me, the undersigned Notary Public for the State of Idaho, personally appeared TOBY McLAUGHLIN, known or identified to me to be the person that executed the foregoing instrument and acknowledged to me that she executed the same

SUBSCRIBED and SWORN to before me as of the day and year in this certificate first above written.




Notary Public for Idaho
Residing at 
Commission Expires 12/31/2011

When recorded return to:
Toby McLaughlin
Berg & McLaughlin, Chtd.
708 Superior Street, Suite B
Sandpoint ID 83864

783291

NOTICE OF LIEN

FILED BY
Toby McLaughlin
2008 NOV 17 10:31:22

CLERK OF DISTRICT COURT
BONNER COUNTY, IDAHO
RLS DEPUTY

STATE OF IDAHO)
) ss.
COUNTY OF BONNER)

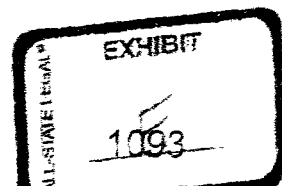
I, D. TOBY McLAUGHLIN, being first duly sworn upon oath, depose and state the following:

1. I am over the age of majority and competent to testify to the matters contained herein.
2. I am the attorney for Panhandle Management, Inc., which is the designated representative of the Idaho Club Homeowners Association, Inc., Claimant.
3. Pursuant to paragraph 8.3 of the Declaration of Covenants, Conditions, Restrictions, and Easements for the Idaho Club, recorded in the records of Bonner County on October 6, 2006 under instrument number 714739, Claimant has the right to record a lien against any owner of real property subject to said Declaration for any unpaid assessments, together with penalties and interest thereon.
4. This claim is against POND OREILLE BONNER DEVELOPMENT, LLC (hereinafter "Owner") which owns the following Lots in the Idaho Club real property development, which is located in Bonner County, Idaho:

Lots 2, 4, 5, 6, 7, and 8, in Block 1 and Lots 2, 3, 5, and 8, in Block 2 of GOLDEN TEE ESTATES 2ND ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho;

Lot 5 in Block 1, and Lots 1 and 2, in Block 5, and Lot 2, in Block 9, and Lot 5, in Block 9 of GOLDEN TEE ESTATES 3RD ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho;

Lots 1, 5, 7, 8 and 9 in Block 1, and Lots 1, 5, 6, 7, 8, 9 and 11 in Block 2 of GOLDEN TEE ESTATES 5TH ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho,



NOTICE OF LITIGATION

Notice is given that a lien in the amount of NINE HUNDRED ELEVEN DOLLARS and 36/100 (\$911.36) is attached to each of the above described lots for unpaid assessment.

There is currently owing FORTY FOUR THOUSAND SIX HUNDRED FIFTY SIX DOLLARS AND 57/100 (\$44,656.57) in outstanding dues assessed against Owner, as well as accrued interest costs and attorneys fees.

Invoice No.	Due Date	Amount Due	Balance
			\$17,100.00
10693	February 25, 2009	\$17,100.00	\$17,100.00
			\$34,200.00
10692	February 25, 2009	\$17,100.00	\$34,200.00
			\$51,000.00
10695	April 5, 2009	\$16,800.00	\$51,000.00
			\$51,556.57
10695	April 5, 2009	\$556.57	\$51,556.57
			\$50,956.57
10695	April 5, 2009	-3600.00	\$50,956.57
			\$44,656.57
10793	April 25, 2009	-\$5,300.00	\$44,656.57
			\$44,656.57

The following assessments were levied against Owner's Lots, with applicable credits:

Lot 2 in Block 1 of GOLDEN THE ESTATES 6th ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho;

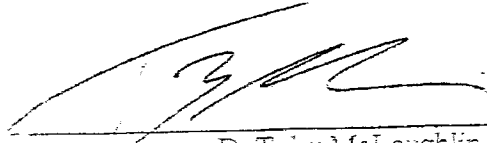
Lots 1, 2, 3, 8, 12, 13 & 14, Block 20, and Lot 4, Block 22, REPLAT OF GOLDEN THE ESTATES & GOLDEN THE ESTATES 1st ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho;

Lot 20A, Block 20 and Lots 5A and 6A, Block 22 of A REPLAT OF LOTS 5 & 6, BLOCK 22 AND LOT 20, BLOCK 20, REPLAT OF GOLDEN THE ESTATES & GOLDEN THE ESTATES 1st ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, Page 6, records of Bonner County, Idaho;

Lots 5, 7, 8 in Block 1 and Lot 1 and 2 of Block 2, of GOLDEN THE ESTATES 8th ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho;

Lots 1A, 2A and 4A in Block 1, REPLAT OF LOTS 1 THROUGH 4, BLOCK 1, GOLDEN THE ESTATES - 8th ADDITION AND BLOCK 16A, REPLAT OF BLOCKS 15 & 16 OF THE REPLAT OF GOLDEN THE ESTATES & GOLDEN THE ESTATES 1st ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 32, records of Bonner County, Idaho;

8 I believe the above claim is true and just.




D. Toby McLaughlin
Attorney for Claimant

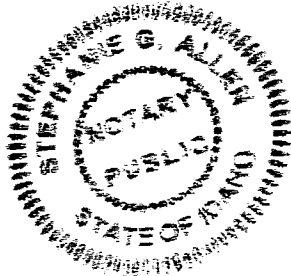
STATE OF IDAHO)
) ss
County of BONNER)

On this 17 day of November, 2009, before me, the undersigned Notary Public for the State of Idaho, personally appeared TOBY McLAUGHLIN, known or identified to me to be the person that executed the foregoing instrument and acknowledged to me that she executed the same.

SUBSCRIBED and SWORN to before me as of the day and year in this certificate first above written.



Notary Public for Idaho.
Residing at
Commission Expires 7, 31, 2012



When recorded return to:
Toby McLaughlin
Berg & McLaughlin, Chtd.
708 Superior Street, Suite B
Sandpoint ID 83864

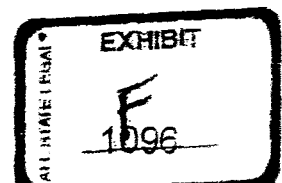
Instrument # 798359
BONNER COUNTY, SANDPOINT, IDAHO
9-9-2010 09:25:33 No. of Pages: 4
Recorded for : BERG & MCLAUGHLIN, CHTD
MARIE SCOTT Fee: \$5.00
Ex-Officio Recorder Deputy *Em*
Index to: LIEN - OTHER

AMENDED NOTICE OF LIEN

STATE OF IDAHO)
) ss.
COUNTY OF BONNER)

I, D. TOBY McLAUGHLIN, being first duly sworn upon oath, depose and state the following:

1. I am over the age of majority and competent to testify to the matters contained herein.
2. I am the attorney for the Idaho Club Homeowners Association, Inc., hereinafter referred to as Claimant.
3. On June 10, 2009, Claimant recorded a Notice of Lien in the records of Bonner County under instrument number 773652 against real property owned by Pend Oreille Bonner Development, LLC (hereinafter "the First Notice of Lien").
4. On November 17, 2009, Claimant recorded another Notice of Lien in the records of Bonner County under instrument number 783291 against real property owned by Pend Oreille Bonner Development, LLC (hereinafter "the Second Notice of Lien").
5. This Amended Notice of Lien is intended to update and supersede the First Notice of Lien and the Second Notice of Lien.
6. Some of the lots identified in the Original Notice of Lien have transferred ownership, with the homeowner's liens extinguished from those lots.
7. The Claimant's HOA lien for any lots named in either the First Notice of Lien or the Second Notice of Lien which are not named herein shall be deemed to have been released.
8. With respect to those lots for which the Claimant's lien has not been satisfied, additional assessments have been incurred which need to be included in the liens against the properties owned by Pend Oreille Bonner Development, LLC.
9. Pursuant to paragraph 8.4 of the Declaration of Covenants, Conditions, Restrictions and Easements for the Idaho Club, recorded in the records of Bonner County on October 6, 2006 under instrument number 714739, Claimant has the right to record a lien against any owner of real property



subject to said Declaration for any unpaid assessments, together with penalties, interest, costs, and expenses (including reasonable attorneys' fees incurred in the investigation, preparation and filing of such lien) thereon.

10. This claim is against: PENDING ORVILLE BONNER DEVELOPMENT, LLC (hereinafter "Owner") which owns the following Lots in the Idaho Club real property development, which is located in Bonner County, Idaho:

Lots 2, 4, 5, 6, 7, and 8, in Block 1 and Lots 2, 3, 5, and 8, in Block 2 of GOLDEN TREE ESTATES 2ND ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho;

Lot 5 in Block 1, and Lots 1 and 2, in Block 5, and Lot 5, in Block 9 of GOLDEN TREE ESTATES 3RD ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho;

Lots 1, 5, 7 and 9 in Block 1, and Lots 1, 5, 6, 7, 8, 9 and 11 in Block 2 of GOLDEN TREE ESTATES 5TH ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho;

Lot 2, in Block 1 of GOLDEN TREE ESTATES 6TH ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho;

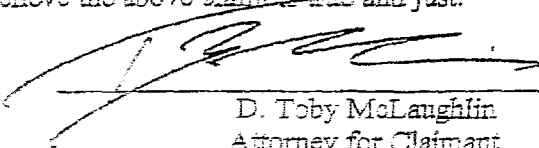
Lots 1, 2, 3, 12, 13 & 14, Block 20, and Lot 4, Block 22, REPLAT OF GOLDEN TREE ESTATES & GOLDEN TREE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Lot 20A, Block 20 and Lots 5A and 6A, Block 22 of A REPLAT OF LOTS 5 & 6, BLOCK 22 AND LOT 20, BLOCK 20, REPLAT OF GOLDEN TREE ESTATES & GOLDEN TREE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, Page 6, records of Bonner County, Idaho.

Lots 5, 7, 8 in Block 1 and Lot 2 of Block 2, of GOLDEN TREE ESTATES 8TH ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho;

Lots 1A, 2A and 4A in Block 1, REPLAT OF LOTS 1 THROUGH 4, BLOCK 1, GOLDEN TREE ESTATES - 8TH ADDITION AND BLOCK 15A, REPLAT OF BLOCKS 15 & 16 OF THE REPLAT OF GOLDEN TREE ESTATES & GOLDEN TREE ESTATES 1ST ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 82, records of Bonner County, Idaho.

- 11. There is currently owing ONE HUNDRED THIRTY NINE THOUSAND FOUR HUNDRED NINETY TWO DOLLARS AND 32/100 (\$139,492.32) in outstanding dues assessed against Owner, as well as accrued interest, costs and attorneys fees.
- 12. Notice is given that a lien in the amount of THREE THOUSAND ONE HUNDRED SEVENTY DOLLARS and 30/100 (\$3,170.30) is attached to each of the above described lots for unpaid assessment.
- 13. I believe the above claim is true and just.




 D. Toby McLaughlin
 Attorney for Claimant

STATE OF IDAHO)
):ss
 County of BONNER)

On this 8 day of September, 2010, before me, the undersigned Notary Public for the State of Idaho, personally appeared TOBY McLAUGHLIN, known or identified to me to be the person that executed the foregoing instrument and acknowledged to me that she executed the same.

SUBSCRIBED and SWORN to before me as of the day and year in this certificate first above written.




 Notary Public for Idaho.
 Residing at Laurel Point
 Commission Expires 7/18/2012

IDAHO CLUB OWNERS ASSOCIATION, INC.

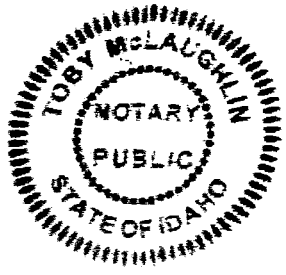
Chuck W. Peeres
By: Charles W. Peeres
Is: President

STATE OF IDAHO)
) :ss
County of BONNER)

On this 8th day of September, 2010, before me, the undersigned Notary Public for the State of Idaho, personally appeared Chuck Peeres, known or identified to me to be the president, or vice president, or secretary of assistant secretary of Idaho Club Owners Association, Inc., that executed the foregoing instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

SUBSCRIBED and SWORN to before me as of the day and year in this certificate first above written.

[Signature]
Notary Public for Idaho
Residing at Sandpoint
Commission Expires 3/5/13



1 BERG & McLAUGHLIN, CHTD.

2 Toby McLaughlin, ISB No. 7405

3 414 Church St., Ste. 203

4 Sandpoint, ID 83864

5 Tel: (208) 263-4748

6 Fax: (208) 263-7557

7 toby@sandpointlaw.com

8 *Attorneys for Plaintiff*

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
**IN THE DISTRICT COURT FOR THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

GENESIS GOLF BUILDERS, INC., formerly
known as National Golf Builders, Inc., a Nevada
Corporation.

Plaintiff

vs.

PEND OREILLE BONNER DEVELOPMENT,
LLC, and Nevada limited liability company;
R. E. LOANS, LLC, a California limited
liability; DAN JACOBSON, an individual;
SAGE HOLDINGS, LLC, an Idaho limited
liability company; STEVEN G. LAZAR, an
individual; PENSICO TRUST CO. CUSTODIAN
FBO BARNEY NG: MORTGAGE FUND '08,
LLC, a Delaware limited liability company; VP,
INCORPORATED, an Idaho corporation; JV,
LLC, an Idaho limited liability company;
WELLS FARGO FOOTHILL, LLC, a Delaware
limited liability company; INTERSTATE
CONCRETE AND ASPHALT COMPANY, an
Idaho corporation; I-O ENGINEERS, INC., fka
Toothman Orton Engineering Company, an
Idaho corporation; PUCCI CONSTRUCTION,
INC., an Idaho corporation; ACI
NORTHWEST, INC., an Idaho corporation;
LUMBERMENS, INC., dba ProBuild, a
Washington corporation; ROBERT PLASTER
dba Cedar Etc.; NORTH IDAHO RESORTS,
LLC, an Idaho limited liability company; R.C.
WORST & COMPANY, INC., an Idaho

NO. CV-2009-1810

**AFFIDAVIT OF TOBY McLAUGHLIN
IN SUPPORT OF THIRD PARTY
DEFENDANT IDAHO CLUB
HOMEOWNER'S ASSOCIATION,
INC.'S MOTION TO DISMISS CLAIM
ASSERTED BY THIRD PARTY
PLAINTIFF JV, L.L.C.**

corporation; DOES 1 through X.

Defendant(s)

AND RELATED CONTERCLAIMS, CROSS-
CLAIMS, AND THIRD-PARTY COMPLAINTS

GENESIS GOLF BUILDERS, INC., formerly
known as NATIONAL GOLF BUILDERS, INC.
a Nevada corporation,

Plaintiff.

v.

PEND OREILLE BONNER DEVELOPMENT,
LLC, a Nevada limited liability company; et al.

Defendants.

AND RELATED CONTERCLAIMS, CROSS-
CLAIMS, AND THIRD-PARTY COMPLAINTS

VALIANT IDAHO, LLC, an Idaho limited
liability company,

Third-Party Plaintiff,

v.

PEND OREILLE BONNER DEVELOPMENT
HOLDINGS, INC., a Nevada corporation; BAR
K, INC., a California corporation; TIMBERLINE
INVESTMENTS, LLC, an Idaho limited liability
company; AMY KORENGUT, a married
woman; HLT REAL ESTATE, LLC, and Idaho
limited liability company; INDEPENDENT
MORTGAGE, LTD. CO., an Idaho limited
liability company; PANHANDLE
MANAGEMENT INCORPORATED, an Idaho
corporation; FREDERICK J. GRANT, an
individual; CHRISTINE GRANT, an individual;
RUSS CAPITAL GROUP, LLC, an Arizona
limited liability company; MOUNTAIN WEST
BANK, a division of GLACIER BANK, a

1 Montana corporation; FIRST AMERICAN
2 TITLE COMPANY, a California corporation;
3 NETTA SOURCE, LLC, a Missouri limited
4 liability company; MONTAHENO
5 INVESTMENTS, LLC, a Nevada limited liability
6 company; CHARLES W. REEVES and ANN B.
7 REEVES, husband and wife; C.E. KRAMER,
8 CRANE & CONTRACTING, INC., an Idaho
9 corporation.

10 Third-Party Defendants.

11 JV, LLC, an Idaho limited liability company,

12 Defendant and Cross-
13 Claimant against all of the
14 Defendants and Third-Party
15 Plaintiffs.

16 v.
17 VALIANT IDAHO, LLC, an Idaho limited
18 liability company; VP, INC., an Idaho
19 corporation; RICHARD A. VILLELLI, a married
20 man; MARIE VICTORIA VILLELLI, a married
21 woman; VILLELLI ENTERPRISES, INC., a
22 California corporation; RICHARD A. VILLELLI,
23 as TRUSTEE OF THE RICHARD ANTHONY
24 VILLELLI AND MARIE VICTORIA VILLELLI
25 REVOCABLE TRUST; THE IDAHO CLUB
HOMEOWNERS ASSOCIATION, INC., an
Idaho corporation; the entity named in Attorney
Toby McLaughlin's Notice of Unpaid Assessment
as PANHANDLE MANAGEMENT,
INCORPORATED, an Idaho corporation; and
HOLMBERG HOLDINGS, LLC, a California
limited liability company.

Third-Party Defendants.

STATE OF IDAHO)
) ss.
County of Bonner)

TOBY McLAUGHLIN, being first duly sworn, on oath, deposes and says:

McLAUGHLIN AFF. IN SUPPORT OF IDAHO CLUB
HDA'S MOTION TO DISMISS. 3

1 1. That I am the attorney for the Third Party Defendant the Idaho Club
2 Homeowner's Association, Inc. (hereinafter the "HOA"), a named Third-Party Defendant herein
3 in the above-entitled action.

4 2. On September 15, 2014, Third-Party Plaintiff JV, LLC, filed a pleading herein
5 entitled "JV L.L.C.'s Special Appearance Contesting Jurisdiction; and JV L.L.C.'s Answer to
6 Complaint; and JV L.L.C.'s Answer to Valiant Idaho, LLC's Counterclaim, Cross-Claim and
7 Third Party Complaint for Judicial Foreclosure; and JV L.L.C.'s Cross-Claim; and JV L.L.C.'s
8 Third Party Complaint" (hereinafter "Special Appearance").

9 3. JV LLC has named the HOA as a Third Party Defendant in its Special
10 Appearance.

11 4. However, the only allegation in the Special Appearance concerning the HOA
12 issue is set forth in Paragraph 102 of JV, LLC's Special Appearance, in which JV alleges:
13

14 JV's Mortgage is prior to and superior to the liens and Lis Pendens
15 claimed by the Idaho Club Homeowners Association, Inc. in its
16 action filed in Bonner County Case No. CV-2011-2284, which
17 caused JV to defend and incur \$5,217.36 in attorney fees and costs.
18 JV is entitled to judgment against the Idaho Club
19 Homeowner's Association quashing its lien(s), assessments, and
20 Lis Pendens and for \$5,217.36 attorney fees and costs and
21 attorney fees and costs of this action.

22 *(emphasis added).*

23 5. The other civil action that JV references in paragraph 102 of its Special
24 Appearance is *The Idaho Club Homeowner's Association, Inc. v. Perd Orellie Bower*
25 *Development, LLC*, et al, Bonner County District Court Case No. CV-2011-2284 (hereinafter
the "HOA Suit"), which was initiated on December 20, 2011. A true and correct copy of the
Complaint in the HOA is attached hereto as *Exhibit A*.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

6. In the HOA Suit, the HOA is seeking a Judgment against Pend Oreille Bonner Development, LLC, which is the original developer of the Idaho Club (hereinafter "the Developer"), for unpaid homeowners assessments, and a judgment allowing the foreclosure of the HOA's liens.

7. As a lienholder in the Developer's properties, JV, LLC, was named as a defendant in the HOA Suit, pursuant to Idaho Code § 45-1302, which states:

In any suit brought to foreclose a mortgage or lien upon real property or a lien on or security interest in personal property, the plaintiff, cross-complainant or plaintiff in intervention *may make as party defendant in the same cause of action, any person having, claiming or appearing to have or to claim any title, estate, or interest in or to any part of the real or personal property involved therein*, and the court shall, in addition to granting relief in the foreclosure action, determine the title, estate or interest of all parties thereto in the same manner and to the same extent and effect as in the action to quiet title.

(emphasis added).

8. JV, LLC, was voluntarily dismissed as a defendant in the HOA Suit on April 18, 2014. A true and correct copy of the Notice of Voluntary Dismissal is attached hereto as *Exhibit B*.

9. On September 16, 2014, JV filed a Memorandum of Attorney Fees and Costs *in the HOA Suit*, seeking the recovery of fees and costs of \$5,217.36 allegedly incurred in defending the HOA Suit. A true and correct copy of the Memorandum of Attorney Fees and Costs is attached hereto as *Exhibit C*.

10. On September 25, 2014, the HOA filed *in the HOA Suit* an Objection to JV, LLC's Memorandum of Attorney's Fees and Costs. A true and correct copy of the Objection to JV, LLC's Memorandum of Attorney's Fees and Costs is attached hereto as *Exhibit D*.

11. The issue of whether JV, LLC is entitled to costs and attorney's fees in the amount of \$5,217.36 allegedly incurred in defending the HOA Suit is, therefore, currently pending before the District Court in the HOA Suit.

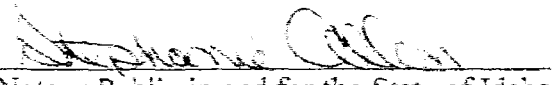
12. JV is, therefore, seeking a judgment in this action against the HOA for attorneys fees and costs it allegedly incurred defending the HOA Suit.

DATED this 3rd day of November, 2014.

BERG & McLAUGHLIN, Chtd.


Toby McLaughlin
Attorneys for the Idaho Club Homeowner's Assoc

SUBSCRIBED AND SWORN to before me this 3 day of November, 2014.


Notary Public in and for the State of Idaho,
Residing at: Stumpout
My appointment expires: 5/12/15

CERTIFICATE OF SERVICE

On November 7, 2014, I caused copies of the foregoing document to be served by the following methods on the parties listed below as follows, which is the last known address for the listed party:

Richard L. Stacey McConnell Wagner Sykes & Stacey, PLLP 755 W. Front Street, Ste 200 Boise, ID 83702 <i>Attorneys for R.E. Loans and Valiant Idaho, LLC</i>	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: 208-489-0110 <input type="checkbox"/> By Email <input type="checkbox"/> Other
Susan P. Weeks James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, ID 83814 <i>Counsel for North Idaho Resorts, LLC, V.P. Inc.</i>	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: 208-664-1684 <input type="checkbox"/> By Email <input type="checkbox"/> Other
Bruce Anderson Ford Elsaesser Elsaesser, Jarzabek, Andeson, Elliott and Macdonald, Chtd. 3201 E. Neider Avenue, Ste 102 Coeur d'Alene, ID 83815 <i>Counsel for Sage Holdings, LLC, Dan Jacobson and Steven G. Lazar</i>	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: 208-667-2150 <input type="checkbox"/> By Email <input type="checkbox"/> Other
Charles M. Dodson 1424 Sherman Avenue, Ste 300 Coeur d'Alene, ID 83814 <i>Attorney for R.C. Worst & Co.</i>	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: 208-666-9211 <input type="checkbox"/> By Email <input type="checkbox"/> Other
Gary I. Amendola Amendola & Doty, PLLC 702 N. 4 th Street Coeur d'Alene, ID 83814 <i>Attorney for T-O Engineers</i>	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: 208-755-1045 <input type="checkbox"/> By Email <input type="checkbox"/> Other
Brent Featherston Featherston Law Firm, Chtd. 113 Second Avenue Sandpoint, ID 83864	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: 208-263-0400 <input type="checkbox"/> By Email <input type="checkbox"/> Other

*Attorneys for Pensco Trust Co. and
Mortgage Fund '08, LLC*

John A. Finney By Hand Delivery
Finney, Finney & Finney, P. A. By U.S. Mail
120 East Lake Street, Ste 317 By Fax: 208-263-8211
Sandpoint, ID 83864 By Email
 Other

*Attorneys for ACI Northwest Inc. and Pucci
Construction, Inc*

Lynette M. Davis By Hand Delivery
Hawley Troxel Emms & Hawley, LLP By U.S. Mail
P.O. Box 1617 By Fax: 208-954-5213
Boise, ID 83701-1617 By Email
 Other

Attorney

Joan Layman By Hand Delivery
Layman Law Firm By U.S. Mail
601 S. Division Street By Fax: 509-624-2902
Spokane, WA 99202 By Email
 Other

*Attorneys for Pend Oreille Borneo
Development*

Gary Finney By Hand Delivery
Finney, Finney & Finney, P. A. By U.S. Mail
120 Lake Street, Ste 317 By Fax: 208-263-8211
Sandpoint, ID 83864 By Email
 Other

Attorney for JW LLC

Robert J. Fasnacht, Jr. By Hand Delivery
850 W. Ironwood Drive, Ste 101 By U.S. Mail
Coeur d'Alene, ID 83814 By Fax: 208-664-4789
 By Email
 Other

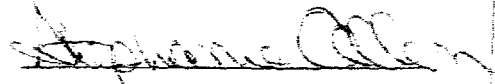
*Attorney for Interstate Concrete and
Asphalt Company*

Genesis Golf Builders, Inc. By Hand Delivery
Attn: Ron Freund By U.S. Mail
PO Box 1271 By Fax
McHenry, IL 60050 By Email
 Other

Pro Se

Stanley J. Tharp By Hand Delivery
Eberle, Berlin, Kading, Trumbow & By U.S. Mail
McKivern, Chtd. By Fax: 208-344-8542
PO Box 1368 By Email
Boise, ID 83701 Other

Attorneys for Wells Fargo



Stephanie G. Allen

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 BERG & McLAUGHLIN, CHTD
2 Toby McLaughlin, ISB No. 7405
3 414 Church St., Ste. 203
4 Sandpoint, ID 83864
5 Tel: (208) 263-4748
6 Fax: (208) 263-7557
7 toby@sandpointflaw.com

8 *Attorneys For Plaintiff*

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DISTRICT
2011 DEC 20 10 44 a
CLERK DISTRICT COURT

9 IN THE DISTRICT COURT FOR THE FIRST JUDICIAL DISTRICT OF THE
10 STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

11 THE IDAHO CLUB HOMEOWNER'S
12 ASSOCIATION, INC. an Idaho corporation,

NO. CV-11- 02284

13 Plaintiff

COMPLAINT

14 vs.

15 PEND OREILLE BONNER DEVELOPMENT,
16 LLC, and Nevada limited liability company; JV
17 L.L.C., an Idaho limited liability company;
18 NORTH IDAHO RESORTS, LLC, an Idaho
19 limited liability company; R. E. LOANS, LLC,
20 a California limited liability company ; WELLS
21 FARGO FOOTHILL, LLC, a Delaware limited
22 liability company; STEVEN G. LAZAR, an
23 unmarried man; SAGE HOLDINGS, LLC, a
24 Nevada limited liability company; PENSCO
25 TRUST CO., custodian fbo BARNEY NG;
MORTGAGE FUND 08 LLC, a Delaware
limited liability company; R. C. WORST &
COMPANY, INC., an Idaho Corporation;
GENESIS GOLF BUILDERS, INC., formerly
known as NOTIONAL GOLF BUILDERS,
INC., a Nevada Corporation; INTERSTATE
CONCRETE AND ASPHALT COMPANY,
an Idaho corporation; T-C ENGINEERS, INC.,
an Idaho corporation; ACI NORTHWEST,
INC., an Idaho corporation; FREDERICK J.
GRANT and CHRISTINE GRANT, and their
marital community thereof; RUSS CAPITAL
GROUP, LLC, an Arizona limited liability
company; JOSEPH DUSSUCH, an individual.



1 MOUNTAIN WEST BANK; MONTAHEMO
2 INVESTMENT, LLC, a Nevada limited liability
3 company; TOYON INVESTMENTS, LLC, a
4 Nevada limited liability company; CHARLES
5 W. REEVES and ANN B. REEVES, husband
6 and wife; and the STATE OF IDAHO,
7 DEPARTMENT OF REVENUE AND
8 TAXATION, an agency of the State of Idaho,

9
10 Defendants.

11
12 Comes now the Plaintiff, The Idaho Club Homeowner's Association, Inc., an Idaho
13 corporation, by and through its attorney Toby McLaughlin of Berg & McLaughlin, Chtd. and for
14 a cause of action claims as follows:

15
16
17
18
19
20
21
22
23
24
25
PARTIES

1. Plaintiff THE IDAHO CLUB HOMEOWNER'S ASSOCIATION, INC.
(hereinafter "the Association") is an Idaho non-profit corporation with its principal place of
business in Bonner County, Idaho.

2. Defendant PEND OREILLE BONNER DEVELOPMENT, LLC, ("Owner"), is a
Nevada limited liability company registered to do business in Idaho, and is the owner or reputed
owner of that real property located in Bonner County, Idaho and more accurately described as
follows:

Lots 2, 4, 5, 6, 7, and 8, in Block 1 and Lots 2, 3, 5, and 8, in Block
2 of GOLDEN TEE ESTATES 2nd ADDITION, according to the
plat thereof, recorded in Book 8 of Plats, page 79, records of
Bonner County, Idaho,

Lot 5 in Block 1, and Lots 1 and 2, in Block 5, and Lot 5, in Block
9 of GOLDEN TEE ESTATES 3rd ADDITION, according to the
plat thereof, recorded in Book 8 of Plats, page 78, records of
Bonner County, Idaho,

Lots 1, 5, 7 and 9 in Block 1, and Lots 1, 5, 6, 7, 8, 9 and 11 in
Block 2 of GOLDEN TEE ESTATES 5th ADDITION, according

1 to the plat thereof, recorded in Book 8 of Plats, page 81, records of
2 Bonner County, Idaho;

3 Lot 2, in Block 1 of GOLDEN TREE ESTATES 6th ADDITION,
4 according to the plat thereof, recorded in Book 8 of Plats, page 82,
5 records of Bonner County, Idaho;

6 Lots 1, 2, 3, 12, 13 & 14, Block 20, and Lot 4, Block 22, REPLAT
7 OF GOLDEN TREE ESTATES & GOLDEN TREE ESTATES 1ST
8 ADDITION AND UNPLATTED LAND, according to the plat
9 thereof, recorded in Book 8 of Plats, page 77, records of Bonner
10 County, Idaho.

11 Lot 20A, Block 20 and Lots 5A and 6A, Block 22 of a REPLAT
12 OF LOTS 5 & 6, BLOCK 22 AND LOT 20, BLOCK 20, REPLAT
13 OF GOLDEN TREE ESTATES & GOLDEN TREE ESTATES 1ST
14 ADDITION AND UNPLATTED LAND, according to the plat
15 thereof, recorded in Book 9 of Plats, Page 6, records of Bonner
16 County, Idaho

17 Lots 5, 7 & 8 in Block 1 and Lots 1 and 2 of Block 2, of GOLDEN
18 TREE ESTATES 8th ADDITION, according to the plat thereof,
19 recorded in Book 9 of Plats, page 7, records of Bonner County,
20 Idaho;

21 Lots 1A, 2A and 4A in Block 1, REPLAT OF LOTS 1 THROUGH
22 4, BLOCK 1, GOLDEN TREE ESTATES - 8th ADDITION AND
23 BLOCK 15A, REPLAT OF BLOCKS 15 & 16 OF THE REPLAT
24 OF GOLDEN TREE ESTATES & GOLDEN TREE ESTATES 1ST
25 ADDITION, according to the plat thereof, recorded in Book 9 of
Plats, page 82, records of Bonner County, Idaho.

(hereinafter collectively the "Subject Property"). The Subject Property consists of 45 lots within
the Idaho Club subdivision.

3. Plaintiff, the Idaho Club Homeowner's Association, Inc. ("Association") is an
Idaho non-profit corporation doing business in Bonner County, Idaho. The Association has an

1 interest in the Subject Property by a claim of lien for unpaid home owner's association
2 assessments.

3 4. Upon information and belief, Defendant JV, LLC, an Idaho limited liability
4 company, may claim an interest in Subject Property.

5 5. Upon information and belief, Defendant NORTH IDAHO RESORTS, LLC, an
6 Idaho limited liability company, may claim an interest in Subject Property.

7 6. Upon information and belief, Defendant R. E. LOANS, LLC, a California limited
8 liability company, may claim an interest in Subject Property.

9 7. Upon information and belief, Defendant WELLS FARGO FOOTHILL, LLC, a
10 Delaware limited liability company, may claim an interest in Subject Property.

11 8. Upon information and belief, Defendant STEVEN G. LAZAR, an unmarried man,
12 may claim an interest in Subject Property.

13 9. Upon information and belief, Defendant SAGE HOLDINGS, LLC, a Nevada
14 limited liability company, may claim an interest in Subject Property.

15 10. Upon information and belief, Defendant PENSICO TRUST CO., custodian for
16 BARNEY NG; MORTGAGE FUND 08 LLC, a Delaware limited liability company, may claim
17 an interest in Subject Property.

18 11. Upon information and belief, Defendant R. C. WORST & COMPANY, INC., an
19 Idaho Corporation, may claim an interest in Subject Property.

20 12. Upon information and belief, Defendant GENESIS GOLF BUILDERS, INC.,
21 formerly known as NOTIONAL GOLF BUILDERS, INC., a Nevada Corporation, may claim an
22 interest in Subject Property.
23
24
25

1 13. Upon information and belief, Defendant INTERSTATE CONCRETE AND
2 ASPHALT COMPANY, an Idaho corporation, may claim an interest in Subject Property.

3 14. Upon information and belief, Defendant T-O ENGINEERS, INC., an Idaho
4 corporation, may claim an interest in Subject Property

5 15. Upon information and belief, Defendant ACI NORTHWEST, INC., an Idaho
6 corporation, may claim an interest in Subject Property.

7 16. Upon information and belief, Defendant FREDERICK J. GRANT and
8 CHRISTINE GRANT, and their marital community thereof, may claim an interest in Subject
9 Property

10 17. Upon information and belief, Defendant RUSS CAPITAL GROUP, LLC, an
11 Arizona limited liability company, may claim an interest in Subject Property.

12 18. Upon information and belief, Defendant JOSEPH DUSSICH, an individual, may
13 claim an interest in Subject Property.

14 19. Upon information and belief, Defendant MOUNTAIN WEST BANK is an Idaho
15 corporation doing business in Bonner County, Idaho, and may claim an interest in Subject
16 Property.

17 20. Upon information and belief, Defendant MONTAHEMO INVESTMENT, LLC, a
18 Nevada limited liability company doing business in Bonner County, Idaho, and may claim an
19 interest in Subject Property.

20 21. Upon information and belief, Defendant TOYON INVESTMENTS, LLC, a
21 Nevada limited liability company doing business in Bonner County, Idaho, and may claim an
22 interest in Subject Property
23
24
25

1 22. Upon information and belief, Defendants CHARLES W. REEVES and ANN B.
2 REEVES, husband and wife, are residents of Bonner County, Idaho, and may claim an interest in
3 Subject Property.

4 23. Upon information and belief, Defendant STATE OF IDAHO, DEPARTMENT
5 OF REVENUE AND TAXATION, an agency of the State of Idaho, may claim an interest in
6 Subject Property.

7
8 **JURISDICTION/VENUE**

9 24. This action is brought to foreclose a homeowner's association lien pursuant to
10 Chapter 8, Title 45, Idaho Code, upon the Defendants' interest in certain real property situated in
11 Bonner County, Idaho.

12 25. In the alternative, this action seeks damages through breach of contract, quantum
13 meruit and unjust enrichment occurring from services performed by the Plaintiff on the same real
14 property above-described.

15 26. This court has jurisdiction pursuant to I.C. § 5-514(c).

16 27. Venue is proper pursuant to I.C. § 5-401.

17
18 **COMMON ALLEGATIONS**

19 28. The Subject Property is part of a master planned community commonly referred
20 to as the "Idaho Club."

21 29. A Declaration of Covenants, Conditions, Restrictions and Easements for the Idaho
22 Club ("CC&Rs") was recorded on October 6, 2006 as instrument number 714739 in the records
23 of Bonner County, Idaho, which governs the lots located within the Idaho Club.
24
25

1 30. Per the requirements of Article II of the CC&Rs, "The Idaho Club Homeowner's
2 Association, Inc." (hereinafter "the Association") was formed on a September 28, 2006, as a
3 non-profit homeowner's association pursuant to Chapter 3, Title 30 of Idaho Code.

4 31. Article VII of the CC&R's obligates owners of real property located in the Idaho
5 Club to pay assessments charged by the Association. This provision reads, in relevant part, as
6 follows:

7 8.1 Agreement to Pay Assessments. The Declarant, for each Lot owned within the
8 Project, and for and as the Owner of the Project and every part thereof, hereby covenants, and
9 each Owner of any Lot by the acceptance of instruments of conveyance and transfer therefor,
10 whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with
11 each other and with the Association, to pay to the Association all assessments made by the
12 Association for the purposes provided in this Declaration. Such assessments shall be fixed,
13 established and collected from time to time as provided in this Article.

14 32. Under Article VIII of the CC&Rs, all assessments are to be paid quarterly or
15 annually, as determined by the board. Unpaid assessments bear interest at the rate of 18% per
16 annum.

17 (d) Notice and Payment. Except with respect to the first fiscal year, the Board of
18 Directors shall notify each Owner as to the amount of the Annual Assessment against his
19 or her Lot and Dwelling on or before October 1 each year for the fiscal year beginning on
20 November 1 next following. No further notice shall be required. Each Annual
21 Assessment shall be payable in four quarterly installments, commencing on the first day
22 of each November, February, May and August during the fiscal year to which the
23 assessment relates; provided, however, the Annual Assessment for the first fiscal year
24 shall be based upon such portion of the first fiscal year. The Owners shall commence
25 payment of the full quarterly (or, at the option of the Board, fully annual) assessments
against their respective Lots upon closing. All unpaid installments of any Annual
Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the
date each such installment became due until paid (or at such other lawful rate as the
Board of Directors shall establish). The failure of the Board of Directors to give timely

33. Article VIII of the CC&Rs and Title 45, Chapter 8 of Idaho Code, grant the
Association the right to lien any property for failure to pay an assessment.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

34 Pursuant to the authority granted in the CC&R's, the Association has levied assessments against the Subject Property.

35 The Defendant PEND ORELLE BONNER DEVELOPMENT, LLC, owner of the Subject Property, has failed to pay the assessments due and owing.

36 As a result of the Owner's failure to pay the assessments, the Association placed a lien on the Subject Property by recording a Notice of Lien on June 10, 2009, in the records of Bonner County, under instrument number 773652. A copy of the Notice of Lien is attached hereto as Exhibit A.

37 The lien was amended by the recording of another Notice of Lien on November 17, 2009, under instrument number 783291, a copy of which is attached hereto as Exhibit B.

38 The Association renewed their HOA lien by recording an Amended Notice of Lien on September 9, 2010, in the records of Bonner County, under instrument number 798359, a copy of which is attached hereto as Exhibit C.

FIRST CAUSE OF ACTION: LIEN FORECLOSURE

39 The Owner of the Subject Property, without just cause or reason, has failed to pay the amounts duly assessed by the Association.

40 The balance of the unpaid assessments owing by Owner as of December 1, 2011, for each of the 45 lots identified as the Subject Property is \$4,620.93, for an accumulated total owing by Owner of \$207,943.97 in unpaid assessments, plus any assessments that come due between December 1, 2011 and the entry of a judgment herein.

41 As set forth in Article VIII of the CC&R's, all unpaid assessments accrue interest at the rate of eighteen percent (18%) per annum, from the date due until entry of judgment.

1 42. The Board of Directors, acting on behalf of the Association, has elected to enforce the
2 Association's liens for unpaid assessments.

3 43. The Association is entitled to judgment that its lien in each lot is senior or superior to
4 all lien interests granted subsequent to the Association's recording of its claim of lien.

5 44. Pursuant to the CC&Rs, Plaintiff is entitled to attorney's fees and costs of suit
6 incurred both in the preparation, filing and service of Plaintiff's lien, together with the costs and
7 expenses incurred in the prosecution of this claim of lien to judgment and foreclosure
8 proceedings upon said Judgment, should the Defendants not satisfy and pay the same upon entry
9 of Judgment. Plaintiff seeks judgment for all principal, interest, costs and fees to be calculated at
10 a later date

11 45. The Association is entitled to a decree of foreclosure for the sale of the Subject
12 Property.

13 46. In the event the above-described real property fails to adequately satisfy Plaintiff's
14 judgment upon entry thereof and sheriff's sale of the real property, Plaintiff reserves the right
15 and requests the Court retain jurisdiction of this matter to determine fair market value of said
16 property and to enter appropriate deficiency judgment against the Defendant.

17
18 **SECOND CAUSE OF ACTION: BREACH OF CONTRACT**

19 47. By purchasing the Subject Property, the Owner by and through the CC&Rs, agreed to
20 pay assessments to the Association.

21 48. The Defendants have failed to pay the amounts duly assessed by the Association.

22 49. The accumulated balance of the unpaid assessments for the lots within the Subject
23 Property which are owned by the Owner are currently \$207,943.97

1 50. The failure to pay represents a substantial and material breach of the agreement
2 between the Association and the Owner.

3 51. As a direct and proximate result of the Owner's breach, Plaintiff has suffered damages,
4 in the amount of \$207,943.97 as of December 1, 2012, plus interest, legal costs, and attorneys fees.

5 **THIRD CAUSE OF ACTION: RECOVERY OF ATTORNEY'S FEES**

6 52. The Plaintiff has retained counsel to pursue this cause of action for collection against
7 the Defendants, and has necessarily incurred certain attorney's fees and costs, all of which
8 Plaintiff is entitled to recover under law including, but not limited to, *I.C. § 12-120, I.C. § 12-130*
9 and Title 45 of Idaho Code.

10 53. The Association is entitled contractually to attorney's fees and costs for the
11 Defendant's breach of contract pursuant to Articles 8.4 and 8.5 of the CC&Rs, including
12 attorney's fees and costs for preparation of the lien and foreclosure of the lien.

13 54. Should this matter proceed to uncontested judgment by default, attorneys' fees should
14 be awarded in the amount of \$5,000.00 plus costs incurred. If the Defendants appear and contest
15 this matter, attorney's fees should be awarded in a reasonable sum of not less than \$200.00 per
16 hour together with all fees and costs incurred.
17

18
19 **PRAYER FOR RELIEF**

20 WHEREFORE the Plaintiff prays for relief as follows:

21 — 1. Judgment against the Owner in the amount of \$207,943.97, plus pre-judgment
22 interest at the rate of eighteen percent (18%) until judgment is entered, plus any assessments that
23 come due between December 1, 2011 and the entry of a judgment herein.
24
25

1 2. Judgment for attorney's fees and costs of suit, if by default in the amount of
2 \$5,000, or otherwise at a reasonable rate not less than \$200.00 per hour.

3 3. The aforesaid judgment should bear interest as provided by I.C. § 23-22-104.

4 4. For a determination that Plaintiff's lien is senior to all subsequently recorded
5 interests.

6 5. For Judgment providing for the foreclosure of the Plaintiff's lien on Defendants'
7 interests in the Subject Property and in the manner provided for by law.

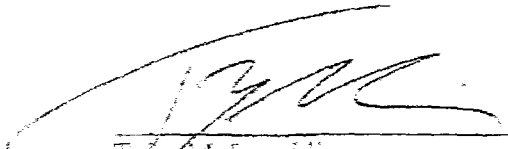
8 6. Judgment for attorney's fees and costs incurred in proceeding to Sheriff's Sale
9 upon the property, and other collection activities.

10 7. The Court shall retain jurisdiction of this matter for determination of the
11 property's fair market value and entry of deficiency judgment against the Defendant in the event
12 that Judgment is not satisfied at Sheriff's Sale.

13 8. For such other and further relief as the Court deems just and equitable including
14 but not limited to leave to amend this Complaint.
15

16
17 Dated this 20th day of December, 2011.

18 BERG & McLAUGHLIN, CHTD.

19
20
21 
22 Toby McLaughlin,
23 Attorney For Plaintiff
24
25

When recorded refer to:
Toby McLaughlin
Berg & McLaughlin, Chfd.
708 Superior Street, Suite B
Sandpoint ID 83864

773652

NOTICE OF LIEN

FILED BY

Toby McLaughlin
2008 JUN 10 A C 43

9
MARIE SCOTT
BONNER COUNTY RECORDER

MS DEPUTY

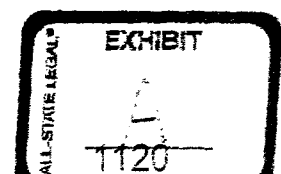
STATE OF IDAHO

COUNTY OF BONNER

I, D. TOBY McLAUGHLIN, being first duly sworn upon oath, depose and state the following:

1. I am over the age of majority and competent to testify to the matters contained herein.
2. I am the attorney for Panhandle Management, Inc. which is the designated representative of the Idaho Club Homeowners Association, Inc., Claimant.
3. Pursuant to paragraph 8.3 of the Declaration of Covenants, Conditions, Restrictions and Easements for the Idaho Club, recorded in the records of Bonner County on October 6, 2006 under instrument number 714739, Claimant has the right to record a lien against any owner of real property subject to said Declaration for any unpaid assessments, together with penalties and interest thereon.
4. This claim is against FEND ORIELLE BONNER DEVELOPMENT, LLC (hereinafter "Owner") which owns the following Lots in the Idaho Club real property development, which is located in Bonner County, Idaho:
 - Lots 2, 4, 5, 6, 7, and 8, in Block 1 and Lots 2, 3, 5, and 8, in Block 2 of GOLDEN TEE ESTATES 2ND ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho;
 - Lot 5 in Block 1, and Lots 1 and 2, in Block 5, and Lot 2, in Block 9, and Lot 5, in Block 9 of GOLDEN TEE ESTATES 3RD ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho;
 - Lots 5, 7, 8 and 9 in Block 1, and Lots 1, 5, 6, 7, 8, 9 and 11 in Block 2 of GOLDEN TEE ESTATES 5TH ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho;

NOTICE OF LIEN - 1



Lot 2, in Block 1 of GOLDEN TEE ESTATES 6th ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho;

Lots 1, 2, 3, 8, 12, 13 & 14, Block 20, and Lot 4, Block 22, REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Lot 20A, Block 20 and Lots 5A and 6A, Block 22 of A REPLAT OF LOTS 5 & 6, BLOCK 22 AND LOT 20, BLOCK 20, REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, Page 6, records of Bonner County, Idaho.

Lots 5, 7, 8 in Block 1 and Lots 1 and 2 of Block 2, of GOLDEN TEE ESTATES 8th ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho;

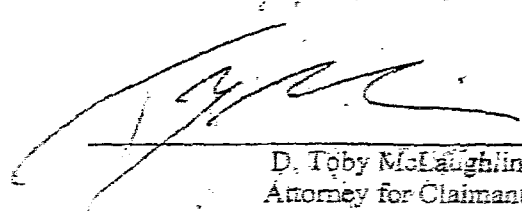
Lots 1A, 2A and 4A in Block 1, REPLAT OF LOTS 1 THROUGH 4, BLOCK 1, GOLDEN TEE ESTATES - 8th ADDITION AND BLOCK 16A, REPLAT OF BLOCKS 15 & 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho

5. The following assessments were levied against Owner's Lots, with applicable credits:

	Invoice No.	Due Date	Amount Due	Balance
4th Quarter (Oct. 1 - Dec. 31) 2008 Dues	10693	February 25, 2009	\$17,100.00	\$17,100.00
1st Quarter (Jan. 1 - March 31) 2009 Dues	10692	February 25, 2009	\$17,100.00	\$34,200.00
2nd Quarter (April 1 - June 30) 2009 Dues	10695	April 5, 2009	\$16,800.00	\$51,000.00
Interest on overdue balance	10695	April 5, 2009	\$556.57	\$51,556.57
Credit for one lot for 2 quarters	10695	April 5, 2009	-\$600.00	\$50,956.57
Credit for 7 dues for 7 lots -	10793	April 25, 2009	-\$6,300.00	\$44,656.57
				\$44,656.57

6. There is currently owing **FOURTY FOUR THOUSAND SIX HUNDRED FIFTY SIX DOLLARS AND 57/100 (\$44,656.57)** in outstanding dues assessed against Owner, as well as accrued interest, costs and attorneys fees.
7. Notice is given that a lien in the amount of **NINE HUNDRED ELEVEN DOLLARS and 36/100 (\$911.36)** is attached to each of the above described lots for unpaid assessment.

8. I believe the above claim is true and just.

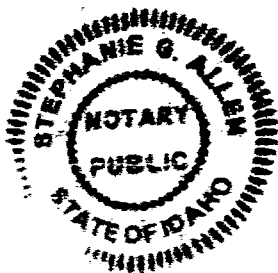


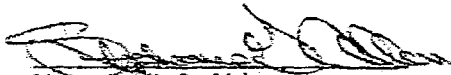
D. Toby McLaughlin
Attorney for Claimant

STATE OF IDAHO)
) :ss
County of BONNER)

On this 09 day of June, 2009, before me, the undersigned Notary Public for the State of Idaho, personally appeared TOBY McLAUGHLIN, known or identified to me to be the person that executed the foregoing instrument and acknowledged to me that she executed the same.

SUBSCRIBED and SWORN to before me as of the day and year in this certificate first above written.




Notary Public for Idaho
Residing at 
Commission Expires 7/31/2012

When recorded return to:
Toby McLaughlin
Berg & McLaughlin, Chtd.
708 Superior Street, Suite B
Sandpoint ID 83864

783291

NOTICE OF LIEN

FILED BY
Toby McLaughlin
2006 NOV 17 P 3 42

HARVE SCOTT
BONNER COUNTY RECORDER

HS DEPUTY

STATE OF IDAHO)
) ss.
COUNTY OF BONNER)

I, D. TOBY McLAUGHLIN, being first duly sworn upon oath, depose and state the following:

1. I am over the age of majority and competent to testify to the matters contained herein.
2. I am the attorney for Panhandle Management, Inc., which is the designated representative of the Idaho Club Homeowners Association, Inc., Claimant.
3. Pursuant to paragraph 8.3 of the Declaration of Covenants, Conditions, Restrictions and Easements for the Idaho Club, recorded in the records of Bonner County on October 6, 2006 under instrument number 714739, Claimant has the right to record a lien against any owner of real property subject to said Declaration for any unpaid assessments, together with penalties and interest thereon.
4. This claim is against **PEND ORELLE BONNER DEVELOPMENT, LLC** (hereinafter "Owner") which owns the following Lots in the Idaho Club real property development, which is located in Bonner County, Idaho:
 - Lots 2, 4, 5, 6, 7, and 8, in Block 1 and Lots 2, 3, 5, and 8, in Block 2 of **GOLDEN TEE ESTATES 2nd ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho;
 - Lot 5 in Block 1, and Lots 1 and 2, in Block 5, and Lot 2, in Block 9, and Lot 5, in Block 9 of **GOLDEN TEE ESTATES 3rd ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho;
 - Lots 1, 5, 7, 8 and 9 in Block 1, and Lots 1, 5, 6, 7, 8, 9 and 11 in Block 2 of **GOLDEN TEE ESTATES 5th ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho;



Lot 2, in Block 1 of GOLDEN TEE ESTATES 6th ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho;

Lots 1, 2, 3, 8, 12, 13 & 14, Block 20, and Lot 4, Block 22, REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Lot 20A, Block 20 and Lots 5A and 6A, Block 22 of A REPLAT OF LOTS 5 & 6, BLOCK 22 AND LOT 20, BLOCK 20, REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, Page 6, records of Bonner County, Idaho.

Lots 5, 7, 8 in Block 1 and Lots 1 and 2 of Block 2, of GOLDEN TEE ESTATES 8th ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho;

Lots 1A, 2A and 4A in Block 1, REPLAT OF LOTS 1 THROUGH 4, BLOCK 1, GOLDEN TEE ESTATES - 8th ADDITION AND BLOCK 16A, REPLAT OF BLOCKS 15 & 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 82, records of Bonner County, Idaho

5. The following assessments were levied against Owner's Lots, with applicable credits:

	<u>Invoice</u> No.	<u>Due Date</u>	<u>Amount Due</u>	<u>Balance</u>
4th Quarter (Oct 1 - Dec 31) 2008 Dues	10693	February 25, 2009	\$17,100.00	\$17,100.00
1st Quarter (Jan 1 - March 31) 2009 Dues	10692	February 25, 2009	\$17,100.00	\$34,200.00
2nd Quarter (April 1 - June 30) 2009 Dues	10695	April 5, 2009	\$16,500.00	\$51,000.00
Interest on overdue balance	10695	April 5, 2009	\$556.57	\$51,556.57
Credit for one lot for 2 quarters	10695	April 5, 2009	-\$600.00	\$50,956.57
Credit for 7 dues for 7 lots -	10793	April 25, 2009	-\$6,300.00	\$44,656.57
				\$44,656.57

6. There is currently owing FORTY FOUR THOUSAND SIX HUNDRED FIFTY SIX DOLLARS AND 57/100 (\$44,656.57) in outstanding dues assessed against Owner, as well as accrued interest, costs and attorneys fees.
7. Notice is given that a lien in the amount of NINE HUNDRED ELEVEN DOLLARS and 36/100 (\$911.36) is attached to each of the above described lots for unpaid assessment.

Instrument # 798359

BONNER COUNTY, SANDPOINT, IDAHO
9-9-2010 09:25:33 No. of Pages: 4
Recorded for : BERG & MCLAUGHLIN, CHTD
MARIE SCOTT Fee: 19.00
Ex-Officio Recorder Deputy *Emi*
Index to: LIEN - OTHER

When recorded return to:

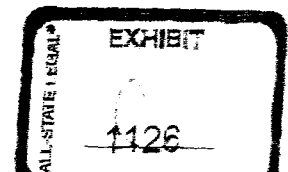
Toby McLaughlin
Berg & McLaughlin, Chtd.
708 Superior Street, Suite B
Sandpoint ID 83864

AMENDED NOTICE OF LIEN

STATE OF IDAHO)
) ss.
COUNTY OF BONNER)

I, D. TOBY MCLAUGHLIN, being first duly sworn upon oath, depose and state the following:

1. I am over the age of majority and competent to testify to the matters contained herein.
2. I am the attorney for the Idaho Club Homeowners Association, Inc., hereinafter referred to as Claimant.
3. On June 10, 2009, Claimant recorded a Notice of Lien in the records of Bonner County under instrument number 773652 against real property owned by Pend Oreille Bonner Development, LLC (hereinafter "the First Notice of Lien").
4. On November 17, 2009, Claimant recorded another Notice of Lien in the records of Bonner County under instrument number 783291 against real property owned by Pend Oreille Bonner Development, LLC (hereinafter "the Second Notice of Lien").
5. This Amended Notice of Lien is intended to update and supersede the First Notice of Lien and the Second Notice of Lien.
6. Some of the lots identified in the Original Notice of Lien have transferred ownership, with the homeowner's liens extinguished from those lots.
7. The Claimant's HOA lien for any lots named in either the First Notice of Lien or the Second Notice of Lien which are not named herein shall be deemed to have been released.
8. With respect to those lots for which the Claimant's lien has not been satisfied, additional assessments have been incurred which need to be included in the liens against the properties owned by Pend Oreille Bonner Development, LLC.
9. Pursuant to paragraph 8.4 of the Declaration of Covenants, Conditions, Restrictions and Easements for the Idaho Club, recorded in the records of Bonner County on October 6, 2006 under instrument number 714739, Claimant has the right to record a lien against any owner of real property



subject to said Declaration for any unpaid assessments, together with penalties, interest, costs, and expenses (including reasonable attorneys' fees incurred in the investigation, preparation and filing of such lien) thereon.

10. This claim is against **PEND ORIELLE BONNER DEVELOPMENT, LLC** (hereinafter "Owner") which owns the following Lots in the Idaho Club real property development, which is located in Bonner County, Idaho:

Lots 2, 4, 5, 6, 7, and 8, in Block 1 and Lots 2, 3, 5, and 8, in Block 2 of **GOLDEN TEE ESTATES 2ND ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho;

Lot 5 in Block 1, and Lots 1 and 2, in Block 5, and Lot 5, in Block 9 of **GOLDEN TEE ESTATES 3RD ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho;

Lots 1, 5, 7 and 9 in Block 1, and Lots 1, 5, 6, 7, 8, 9 and 11 in Block 2 of **GOLDEN TEE ESTATES 5TH ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho;

Lot 2, in Block 1 of **GOLDEN TEE ESTATES 6TH ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho;

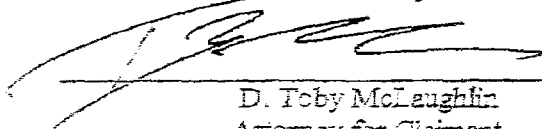
Lots 1, 2, 3, 12, 13 & 14, Block 20, and Lot 4, Block 22, **REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND**, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Lot 20A, Block 20 and Lots 5A and 6A, Block 22 of **A REPLAT OF LOTS 5 & 6, BLOCK 22 AND LOT 20, BLOCK 20, REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND**, according to the plat thereof, recorded in Book 9 of Plats, Page 6, records of Bonner County, Idaho.

Lots 5, 7, 8 in Block 1 and Lots 1 and 2 of Block 2, of **GOLDEN TEE ESTATES 8TH ADDITION**, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho;

Lots 1A, 2A and 4A in Block 1, **REPLAT OF LOTS 1 THROUGH 4, BLOCK 1, GOLDEN TEE ESTATES - 8TH ADDITION AND BLOCK 16A, REPLAT OF BLOCKS 15 & 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION**, according to the plat thereof, recorded in Book 9 of Plats, page 82, records of Bonner County, Idaho.

11. There is currently owing ONE HUNDRED THIRTY NINE THOUSAND FOUR HUNDRED NINETY TWO DOLLARS AND 32/100 (\$139,492.32) in outstanding dues assessed against Owner, as well as accrued interest, costs and attorneys fees.
12. Notice is given that a lien in the amount of THREE THOUSAND ONE HUNDRED SEVENTY DOLLARS and 30/100 (\$3,170.30) is attached to each of the above described lots for unpaid assessment.
13. I believe the above claim is true and just.




 D. Toby McLaughlin
 Attorney for Claimant

STATE OF IDAHO)
)ss
 County of BONNER)

On this 8 day of September, 2010, before me, the undersigned Notary Public for the State of Idaho, personally appeared TOBY McLAUGHLIN, known or identified to me to be the person that executed the foregoing instrument and acknowledged to me that she executed the same.

SUBSCRIBED and SWORN to before me as of the day and year in this certificate first above written.




 Notary Public for Idaho.
 Residing at Laurel Point
 Commission Expires 7/31/2012

IDAHO CLUB OWNERS ASSOCIATION, INC.

Charles W. Reeves
By: Charles W. Reeves
Its: President

STATE OF IDAHO)
):SS
County of BONNER)

On this 8th day of September, 2010, before me, the undersigned Notary Public for the State of Idaho, personally appeared Charles W. Reeves known or identified to me to be the president, or vice president, or secretary of assistant secretary of Idaho Club Owners Association, Inc., that executed the foregoing instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

SUBSCRIBED and SWORN to before me as of the day and year in this certificate first above written.

[Signature]
Notary Public for Idaho
Residing at Boise
Commission Expires 3/6/13



BERG & McLAUGHLIN, CHTD.
Toby McLaughlin, ISB No. 7405
414 Church St., Ste. 203
Sandpoint, ID 83864
Tel: (208) 263-4748
Fax: (208) 263-7557
toby@sandpointlaw.com

Attorneys For Plaintiff

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 APR 18 PM 4 17

CLERK DISTRICT COURT

DEPUTY

IN THE DISTRICT COURT FOR THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

THE IDAHO CLUB HOMEOWNER'S
ASSOCIATION, INC. an Idaho corporation,

Plaintiff

vs.

PEND OREILLE BONNER DEVELOPMENT,
LLC, a Nevada limited liability company; et al.

Defendants

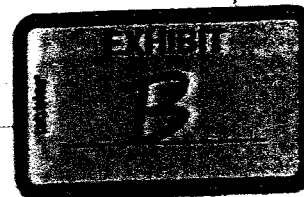
NO. CV-11-2284

NOTICE OF VOLUNTARY
DISMISSAL AS TO CERTAIN
DEFENDANTS

Re: JV, LLC
PENSCO TRUST CO;
ACI NORTHWEST, INC.; and
SAGE HOLDINGS, LLC

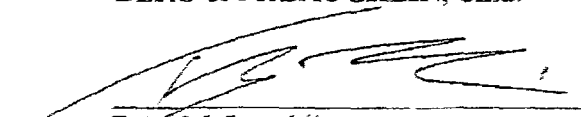
COMES NOW, the above named Plaintiff, THE IDAHO CLUB HOMEOWNER'S
ASSOCIATION, INC, acting by and through its attorneys, Berg & McLaughlin, Chtd., pursuant
to IRCP 41(a), and hereby gives notice of the voluntary dismissal of the following parties: JV,
LLC; PENSCO TRUST CO., custodian for BARNEY NG; ACI NORTHWEST, INC. and
SAGE HOLDINGS, LLC. None of these Defendants have filed an Answer or Motion for
Summary Judgment. Consequently, the Plaintiff is free to dismiss the causes of action against
these defendants pursuant to IRCP 41(a).

NOTICE OF VOLUNTARY DISMISSAL AS TO D'S JV, PENSCO, ACI & SAGE; I



DATED this 18th day of April, 2014.

BERG & McLAUGHLIN, Chtd.



Teey McLaughlin
Attorneys for the Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF SERVICE

On April 18, 2014, I caused copies of the foregoing document to be served by the following methods on the parties listed below as follows, which is the last known address for the listed party:

6 7 8	Richard L. Stacey Meulenan Mollerup LLP 755 W. Front Street, Ste. 200 Boise, ID 83702	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: 208-336-9712 <input type="checkbox"/> By Email <input type="checkbox"/> Other
-------------	--	---

<i>Attorneys for RE Loans, LLC</i>		
9 10 11	Gary A. Finney Finney, Finney & Finney, P.A. 120 East Lake Street, Ste 317 Sandpoint, ID 83864	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: 208-263-8211 <input type="checkbox"/> By Email <input type="checkbox"/> Other

<i>Counsel for J.V. LLC</i>		
12 13 14	Chuck and Annie Reeves 151 Clubhouse Way Sandpoint, ID 83864	<input type="checkbox"/> By Hand Delivery <input checked="" type="checkbox"/> By U.S. Mail <input type="checkbox"/> By Fax: <input type="checkbox"/> By Email <input type="checkbox"/> Other

<i>Defendants</i>		
15 16 17	Robert Villelli 533739 Hwy 95 Bonners Ferry, ID 83805	<input type="checkbox"/> By Hand Delivery <input checked="" type="checkbox"/> By U.S. Mail <input type="checkbox"/> By Fax: <input type="checkbox"/> By Email <input type="checkbox"/> Other

18 19 20 21	R. Wayne Sweney Lukins & Annis, P.S. 601 East Front Avenue, Suite 502 Coeur d'Alene, ID 83814-5155 Facsimile: (208) 664-4125	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: <input type="checkbox"/> By Email <input type="checkbox"/> Other
----------------------	--	--

<i>Counsel for Glacier Bank, successor in interest to Mountain West Bank</i>		
--	--	--

23 24 25	Susan P. Weeks James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, ID 83814	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: 208-664-1684 <input type="checkbox"/> By Email <input type="checkbox"/> Other
----------------	--	---

<i>Counsel for North Idaho Resorts, LLC</i>		
---	--	--

1
2 William A. von Tegen
3 Deputy Attorney General
4 State of Idaho
5 PO Box 36
6 Boise, ID 83722-0410

- By Hand Delivery
 By U.S. Mail
 By Fax: 208-334-7844
 By Email
 Other

7 *Attorney for Idaho Department of Taxation
8 and Revenue*

9 Charles M. Dodson
10 1424 Sherman Avenue, Ste 300
11 Coeur d'Alene, ID 83814

- By Hand Delivery
 By U.S. Mail
 By Fax: 208-666-9211
 By Email
 Other

12 *Attorney for R.C. Worst & Company*

13 Brent Featherston
14 Featherston Law Firm
15 113 South Second Avenue
16 Sandpoint, ID 83864
17 Fax: (208) 263-0400

- By Hand Delivery
 By U.S. Mail
 By Fax:
 By Email
 Other

18 Attorneys for Pensco Trust Co, custodian
19 fbo Barney NG,

20 John Finney
21 Finney, Finney & Finney, P.A.
22 120 Lake Street, Ste 317
23 Sandpoint, ID 83864

- By Hand Delivery
 By U.S. Mail
 By Fax: (208) 263-8211
 By Email
 Other

24 Attorneys for ACI Northwest, Inc.

25 Stanley J. Tharp
26 EBERLE, BERLIN, KADING,
27 TURNBOW & McKLVEEN, CHTD.
28 PO Box 1368
29 Boise, ID 83701
30 Facsimile: (208) 344-8542

- By Hand Delivery
 By U.S. Mail
 By Fax:
 By Email
 Other

31
32 
33 Stephanie G. Allen
34
35

RECEIVED
9.10.11

GARY A. FINNEY
FINNEY FINNEY & FINNEY, P.A.
Attorneys at Law
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, Idaho 83864
Phone: (208) 263-7712
Fax: (208) 263-8211
ISB No. 1356

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

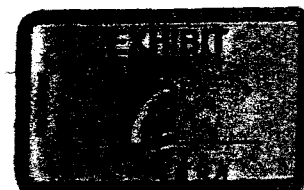
IDAHO CLUB HOMEOWNER'S)	Case No. CV-2011-2284
ASSOCIATION, INC., an Idaho)	
Corporation,)	JV LLC's MEMORANDUM OF
)	ATTORNEY FEES AND COSTS
Plaintiff,)	
)	I.R.C.P. 54(d) (1) & (5)
v.)	I.R.C.P. 54(e) (1) & (5)
)	
PEND OREILLE BONNER)	
DEVELOPMENT, LLC, a Nevada)	
limited liability company; et)	
al, including JV LLC,)	
)	
Defendant.)	

STATE OF IDAHO)
 : ss.
COUNTY OF BONNER)

COMES NOW GARY A. FINNEY, Attorney for the Defendant, JV L.L.C., an Idaho limited liability company, after being first duly sworn under oath, submits this Defendant's Memorandum of Attorney Fees and Costs which the Defendant claims against the Plaintiff.

BASIS OF CLAIM FOR ATTORNEY FEES

The Defendant claims attorney fees incurred and future



attorney fees incurred in this action against the Plaintiff.

The basis and reasons for the attorney fees claimed are:

1. I.R.C.P. 54(e) (1) - Defendant is the prevailing party.

2. Idaho Code § 12-120. Attorney's fees in civil actions, provides:

(3) In any civil action to recover on an open account, account stated, note, bill, negotiable instrument, guaranty, or contract relating to the purchase or sale of goods, wares, merchandise, or services and in any commercial transaction unless otherwise provided by law, the prevailing party shall be allowed a reasonable attorney's fee to be set by the court, to be taxed and collected as costs.

The term "commercial transaction" is defined to mean all transactions except transactions for personal or household purposes. The term "party" is defined to mean any person, partnership, corporation, association, private organization, the state of Idaho or political subdivision thereof.

3. The Complaint filed by the Plaintiff clearly falls within Idaho Code § 12-120.

4. Also, Idaho Code § 12-121 provides:

In any civil action, the judge may award reasonable attorney's fees to the prevailing party or parties, provided that this section shall not alter, repeal or amend any statute which otherwise provides for the award of attorney's fees. The term "party" or "parties" is defined to include any person, partnership, corporation, association, private organization, the state of Idaho or political subdivision thereof.

Rule 54(d) (1) costs as matter of right, and Rule 54(a) (1) attorney fees. The Plaintiff was informed and continuously told by JV's attorney that JV had a 1995 first priority mortgage that was expense to Plaintiff's claims, yet Plaintiff

pled and continued its action unreasonably, frivolously and without foundation in law or fact. Plaintiff had a litigation guarantee that informed Plaintiff of JV's superior Interest.

AMOUNT OF ATTORNEY FEES BASED UPON HOURLY CHARGE

The Defendant claims the following attorney fees based upon attorney time in the amount of \$200.00 per hour. To the best of my knowledge and belief, the following itemization of attorney time and fees incurred by the Defendant in this action are correct and in compliance with the Idaho Rules of Civil Procedure 54(d)(1) and (5), and 54(e)(1) and (5):

<u>Date</u>	<u>Description</u>	<u>Time</u>
10/09/13	TC Jim Berry; Rec & Rev Summons, Complaint, Lis Pendens	1.500
10/17/13	Prepare Special Appearance, Defenses, and Motion to Dismiss (draft only - not filed due to R.E. Bankruptcy "Stay" Order	2.000
10/18/13	Ltr to Jim Berry with enclosure; File Special Appearance, Defenses, and Motion to Dismiss with Bonner County Clerk	0.750
10/23/13	Rec & Rev Affidavit of Toby McLaughlin, Motion to Join Parties, and Memorandum to Join Parties	0.250
10/25/13	Rec & Rev R.E. Loans, LLC's Notice of Non-Opposition to Plaintiff's Motion	0.250
10/29/13	Rec & Rev Motion and Affidavit to Serve by Publication	0.250
10/31/13	Rec & Rev Fax from Richard Stacey's Office Re: R.E. Loans, LLC's Notice of Non-Opposition to Mountain West Bank's Motion to Dismiss; Fax to Atty. Sweney; Rec & Rev Stay Order and Order Vacating Hearings, and Order Denying Plaintiff's Motion for Service by Publication - Statue of R.E. Bankruptcy to be filed by Atty. Richard Stacey by Jan. 6, 2014	0.500
11/04/13	Rec & Rev Order Denying Plaintiff's Motion for Service by Publication, Motion to Dismiss (Mountain West Bank), Affidavit of Registered Agent, and Supplemental Certificate of Service; Rec & Rev filed Stay Order and Order Vacating Hearings	0.250

11/05/13	Ltr to Atty McLaughlin	0.250
11/15/13	Research and Drafting	1.000
11/20/13	Rec & Rev Notice of Appearance (Atty Weeks for NIR, LLC)	0.125
11/21/13	Fax to Atty McLaughlin	0.125
11/22/13	Rec & Rev Motion for Enlargement of Time, Affidavit in Support of Motion for Enlargement of Time, Motion (Request) of Counsel to Appear Telephonically and proposed Order Re: Counsel's Request to Appear Telephonically & ltr from Atty Dodson for R.C. Worst and Co.	0.250
11/26/13	Ltr to Jim	0.125
11/27/13	Rec & Rev fax from Atty McLaughlin's office w/ Endorsement info. From Alliance Title	0.250
12/03/13	Fax to Atty McLaughlin for copy of original Litigation report	0.125
12/13/13	Rec & Rev Order Vacating December 18 Hearing and Order Requesting Clarification from Counsel for R.E. Loans	0.125
12/31/13	Ltr to Atty McLaughlin	0.250
12/31/13	TC msg from Atty McLaughlin	n/c
01/06/14	Rec & Rev Declaration of Chad Nicholson (Re: Order Requesting Clarification from Counsel for R.E. Loans); Receive fax from Att. Stacey with R.E. Loans, LLC's Response to Order Requesting Clarification (Re: Bankruptcy Status)	0.500
01/07/14	Read and Review R.E. Loans, LLC's Response to Order Requesting Clarification; TC msg to Atty Stacey	0.750
01/08/14	Ltr to Jim	0.250
01/10/14	Rec & Rev No Objection to R.E. Loans, LLC's Response to Order Requesting Clarification; Rec & Rev Ltr from Atty McLaughlin with Litigation Guarantee	0.500
01/13/14	Ltr to Jim; TC msg to Atty McLaughlin	0.250
01/14/14	Rec & Rev Order Lifting Stay (Re: Defendant R.E. Loans, LLC)	0.125
01/15/14	TC msg Atty McLaughlin; TC Atty McLaughlin	0.400
01/20/14	Ltr to Jim	0.125
01/21/14	Rec & Rev ltr from Atty Dodson w/ Amended Motion (Request) of Counsel to Appear Telephonically and Amended Notice of Hearing of MR.. Worst & Company's Motion for Enlargement of Time	0.250
01/23/14	Rec & Rev Notice of Hearing Re: Motion for Enlargement of Time	0.125

01/28/14	Rec & Rev Order in Re: Counsel's Motion to Appear Telephonically	0.125
01/29/14	Rec & Rev R.E. Loans, LLC's Notice of Non-Opposition to R.C. Worst & Company's Motion for Enlargement of Time and Notice of Intent to Appear Telephonically at Hearing	0.125
02/04/14	Rec & Rev email from Scott Bauer; TC Atty Edson	0.125
02/05/14	Prepare for and attend Court hearing; Rec & Rev Renewed Motion and Affidavit to Serve by Publication	1.000
02/06/14	Rec & Rev Fax from Atty Dodson w/ proposed Order in Re: Defendant R.C. Worst's Motion for Enlargement of Time in Which to Interpose an Answer and/or Potential Counterclaim/Crossclaims; Meeting @ FATCO w/ Ric Lynsky & Atty Edson; TC msg Jim; Email to Atty Edson; Rec & Rev email from Atty Edson	0.500
02/07/14	Ltr to Jim	0.125
02/11/14	Ltr to Atty Stacey	0.375
02/12/14	TC Atty McLaughlin	0.125
02/14/14	Ltr to Jim	0.125
02/13/14	Rec & Rev Motion and Affidavit for Entry of Default for Defendant's Mortgage Fund 08, LLC, Interstate Concrete and Asphalt, Inc, T-O Engineers, Inc., Russ Capital Group, LLC and Christine Grant; Rec & Rev Amended Certificate of Service Re: Motion and Affidavit for Entry of Default for Defendant's Mortgage Fund 08, LLC, Interstate Concrete and Asphalt, Inc, T-O Engineers, Inc., Russ Capital Group, LLC and Christine Grant	0.250
02/19/14	TC msg Atty McLaughlin's secretary; Draft JV, LLC Motion to Strike the Affidavit of Toby McLaughlin	0.375
02/21/14	Rec & Rev Order Granting Leave to Serve by Publication; OC Jim	0.375
02/24/14	Rec & Rev Amended Notice of Hearing Re: Motion for Extension of Time for Service; TC msg Atty Stacey; TC Atty Stacey	0.375
02/25/14	Rec & Rev Order in Re: Defendant R.C. Worst's Motion for Enlargement of Time in Which to Interpose an Answer and/or Potential Counterclaim/Cross Claims	0.125
02/26/14	Rec & Rev Defendant North Idaho Resorts, LLC's Notice of Non Objection to Plaintiff's Motion for Extension of Time and Notice of Intent to Appear Telephonically at Hearing	0.125
02/28/14	Ltr to Jim	0.125

02/05/14	OC Jim (missed on last billing)	0.250
03/03/14	Rec & Rev Notice of Scrivener's Error	0.125
03/04/14	Fax to Atty Stacey; Rec & Rev Memorandum in Support of Motion to Dismiss Defendant Mountain West Bank, Declaration of Jonathon D. Hallin in Support of Motion to Dismiss Defendant Mountain West Bank, & Notice of Hearing Re Motion to Dismiss; TC msg Jim; Ltr to Jim; OC Jim; Rec & Rev hand delivered email from Richard Villelli	1.250
03/05/14	Rec & Rev fax from Atty Stacey w/ R.E. Loans, LLC's Notice of Non-Opposition to Plaintiff's Motion to Extend Time for Service; Rec & Rev fax from Atty Stacey w/ R.E. Loans, LLC's Answer to Complaint (which does not include a "foreclosure" by R.E.)	1.500
03/06/14	Ltr to Sandpoint Title Insurance; Ltr to Jim	0.250
03/07/14	Rec & Rev email chain from Tom Curtis to Idaho Club Members via hand delivery from Jim	0.125
03/10/14	Rec & Rev Clerk's Entry of Default Against Defendants Mortgage Fund 08, LLC, Interstate Concrete and Asphalt, Inc, T-O Engineers, Inc., Russ Capital Group, LLC and Christine Grant & Order for Entry of Default Against Defendants Mortgage Fund 08, LLC, Interstate Concrete and Asphalt Inc, T-O Engineers, Inc., Russ Capital Group, LLC and Christine Grant; Ltr to Jim	0.375
03/11/14	Rec & Rev Notice Re: Appearance of Counsel for R.. Worst for March 19th Hearing of Mountain West Bank; Rec & Rev hand delivered notes from Jim	0.250
03/12/14	Rec & Rev email from Atty Stacey	0.125
03/13/14	Rec & Rev Plaintiff's Response to Defendant Mountain West Bank's Motion to Dismiss	0.125
03/14/14	Rec & Rev ltr from Atty Stacey (billed for 3/12/14 - rec'd by email); Rec & Rev ACI Northwest's Notice of Special Appearance and Motion to Dismiss	0.125
03/17/14	Ltr to Jim; Rec & Rev Reply Brief in Support of Motion to Dismiss Defendant Mountain West Bank; Rec & Rev Notice of Appearance (Wells Fargo)	0.500
03/18/14	Rec & Rev Renewed Motion to Extend Time for Service; Amended Affidavit to Extend Time for Service; TC msg STI; TC STI	0.375
03/19/14	Attend Court Hearing	0.750
03/20/14	Rec & Rev Special Appearance on Behalf of Defendants Pensco Trust Co., Custodian FBO	0.250

	Barney NG (Attorney Brent Featherston)	
03/21/14	Fax to Atty Featherston; Ltr to Jim; Rec & Rev Memorandum Decision & Order Denying Plaintiff's Renewed Motion to Extend Time for Service; TC Atty Featherston	0.625
03/26/14	OC Atty Featherston; Rec & Rev Order Dismissing Defendant Mountain West Bank Without Prejudice	0.125
03/31/14	Ltr to Jim	0.125
04/04/14	Rec & Rev maps and plats from STI - cc Jim	0.250
04/18/14	Rec & Rev Notice of Voluntary Dismissal as to Certain Defendants (by the Home Owners, including JV in the dismissal); Ltr to Jim	0.250
05/07/14	Rec & Rev fax from Atty Anderson w/ Notice of Appearance for Lazar	0.125
07/01/14	Letter to Jim	0.125
08/06/14	Rec & Rev Defendant North Idaho Resorts, LLC's Notice of Intent to Appear Telephonically at Hearing	0.125
08/20/14	Rec & Rev Defendant North Idaho Resorts, LLC's Amended Notice of Intent to Appear Telephonically at Hearing	0.125
08/22/14	Attend Hearing	0.250
09/08/14	OC Jim; TC msg to Atty McLaughlin Finally, Plaintiff pled a voluntary dismissal of JV	<u>0.250</u>
	Total Hours	24.775

Attorney Fees

Gary A. Finney	24.775 hours at \$200.00 per hour	\$4,955.00
	TOTAL ATTORNEY FEES	<u>\$4,955.00</u>

Costs Expended

10/18/13	Dist. Ck#19685 to Bonner County Clerk - Appearance	\$66.00
04/14/14	Dist. Ck# 20108 to STI - maps & photocopies	<u>\$196.36</u>
		<u>\$262.36</u>
	Total for Attorney fees & Costs	<u>\$5,217.36</u>

RULE 54(e) (5) ATTORNEY'S AFFIDAVIT

As part of this memorandum of attorney fees and costs and under oath Defendant's attorney, pursuant to I.R.C.P.


54(e) (5), continues and states that the basis and method of the computation of the attorney fees are following the factors set forth in I.R.C.P. 54(e)(3) for the amount of the attorney fees sought. The time and labor involved in this action are itemized in this memorandum. The sum of \$200.00 per hour for the attorney fees is a reasonable rate and is the prevailing rate for attorney fees in matters of like work. This action involved defending a lawsuit for the Defendant. Based on the results obtained by Defendant's counsel, the attorney fees claimed are reasonable.

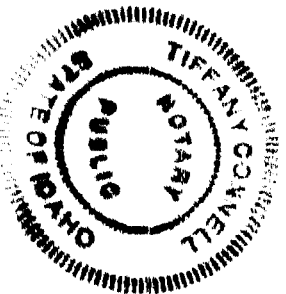
Defendant is entitled to recover attorney fees and costs from the Plaintiff in the total amount of \$1,609.00 plus any additional attorney fees and costs incurred in this action pursuant to Idaho Code § 12-120 and Idaho Code § 12-121 and I.R.C.P. 54.

DATED this 15th day of September 2014.


Gary A. Finney
Attorney at Law

SUBSCRIBED and SWORN to before me this 15th day of September, 2014.


Tiffany C. Cywell
Notary Public - State of Idaho
Residing at: 200 E
My Commission expires: 5/14/2020



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served as indicated, this 15th day of September, 2014, and was addressed to:

Toby McLaughlin
BERG & MCLAUGHLIN, CHTD
414 Church Street, Ste. 203
Sandpoint, ID 83864
[Attorney for IDAHO CLUB HOMEOWNER'S
ASSOCIATION, INC.] ✓

Richard L. Stacey
MEULEMAN MOLLERUP, LLP
755 W. Front St., Ste. 200
Boise, ID 83702
[Attorney for R.E. LOANS, LLC]

John A. Finney
FINNEY FINNEY & FINNEY, P.A.
120 East Lake St., Suite 317
Sandpoint, ID 83864
[Attorney for JV, LLC]
(Via Hand Delivery)

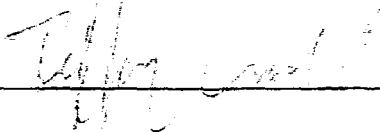
Brent C. Featherston
FEATHERSTON LAW FIRM, CHTD.
113 S. Second Avenue
Sandpoint, ID 83864
[Attorney for FENSCO TRUST CO.
CUSTODIAN FBO BARNEY NG]

R. Wayne Sweney
Jonathon D. Hallin
LUKINS & ANNIS, P.S.
601 E. Front Ave, Suit 502
Coeur d'Alene, ID 83814
[Attorney for MOUNTAIN WEST BANK]

Susan P. Weeks
JAMES, VERNON & WEEKS, P.A.
1626 Lincoln Way
Coeur d'Alene, ID 83814
[Attorney for NORTH IDAHO RESORTS,
LLC]

Charles M. Dodson
DODSON & RAEON LAW OFFICES
Attorneys at Law
1424 Sherman Avenue, Suite 300
Coeur d'Alene, ID 83814
[Attorney for R.C. WORST & COMPANY,
INC.]

Peter W. Ware
Stanley J. Tharp
EBERLE, BERLIN, KADING,
TURNBOW & MCKLVEEN, CHTD.
P.O. Box 1368
Boise, ID 83701
[Attorneys for WELLS FARGO CAPITAL
FINANCE LLC (Formerly WELLS FARGO
FOOTHILL, INC.)]



BERG & McLAUGHLIN, CHTD.
 1 Toby McLaughlin, ISB No. 7405
 2 414 Church St., Ste. 203
 Sandpoint, ID 83864
 3 Tel: (208) 263-4748
 Fax: (208) 263-7557
 4 toby@sandpointlaw.com

5 *Attorneys for Plaintiff*

STATE OF IDAHO
 COUNTY OF BONNER
 FIRST JUDICIAL DISTRICT

2011 SEP 25 AM 11:43:31

THE IDAHO CLUB HOMEBOWNER'S ASSOCIATION, INC.

DEPT.

7
 8 **IN THE DISTRICT COURT FOR THE FIRST JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

9 **THE IDAHO CLUB HOMEBOWNER'S
 ASSOCIATION, INC.** an Idaho corporation,
 10

NO. JV-11-2284

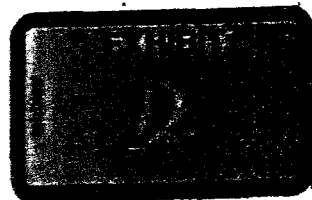
11 **Plaintiff**

12 vs.

**PLAINTIFF'S OBJECTION TO JV,
 LLC'S MEMORANDUM OF
 ATTORNEYS FEES AND COSTS**

13 **PEND ORELLE BONNER DEVELOPMENT,
 LLC,** and Nevada limited liability company; **JV
 L.L.C.,** an Idaho limited liability company;
 14 **NORTH IDAHO RESORTS, LLC,** an Idaho
 limited liability company; **R. E. LOANS, LLC,**
 15 a California limited liability company; **WELLS
 FARGO POOTHILL, LLC,** a Delaware limited
 16 liability company; **STEVEN G. LAZAR,** an
 17 unmarried man; **SAGE HOLDINGS, LLC,** a
 Nevada limited liability company; **PENSCO
 TRUST CO.,** custodian for **BARNEY NG,
 MORTGAGE FUND 08 LLC,** a Delaware
 18 limited liability company; **R. C. WORST &
 COMPANY, INC.,** an Idaho Corporation;
 19 **GENESIS GOLF BUILDERS, INC.,** formerly
 known as **NOTIONAL GOLF BUILDERS,
 INC.,** a Nevada Corporation; **INTERSTATE
 CONCRETE AND ASPHALT COMPANY,
 20 an Idaho corporation; T-O ENGINEERS, INC.,
 21 an Idaho corporation; ACI NORTHWEST,
 22 INC., an Idaho corporation; **FREDERICK J.
 GRANT** and **CHRISTINE GRANT,** and their
 23 marital community thereof; **RUSS CAPITAL
 GROUP, LLC,** an Arizona limited liability
 24 company; **JOSEPH DUSSECH,** an individual;**

25 **PLAINTIFF'S OBJECTION TO JV LLC'S MEMO. OF FEES
 AND COSTS: 1**



1 BERG & McLAUGHLIN, CHTD.
2 Toby McLaughlin, ISB No. 7405
3 414 Church St., Ste. 203
4 Sandpoint, ID 83864
5 Tel: (208) 263-4748
6 Fax: (208) 263-7557
7 toby@sandpointlaw.com

FILED BY FAX
DATE: 9/25/14

8 Attorneys for Plaintiff

9 IN THE DISTRICT COURT FOR THE FIRST JUDICIAL DISTRICT OF THE
10 STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

11 THE IDAHO CLUB HOMEOWNER'S
12 ASSOCIATION, INC. an Idaho corporation,

NO. CV-11-2284

13 Plaintiff

14 vs.

PLAINTIFF'S OBJECTION TO JV,
15 LLC'S MEMORANDUM OF
16 ATTORNEYS FEES AND COSTS

17 PEND OREILLE BONNER DEVELOPMENT,
18 LLC, and Nevada limited liability company; JV
19 L.L.C., an Idaho limited liability company;
20 NORTH IDAHO RESORTS, LLC, an Idaho
21 limited liability company; R. E. LOANS, LLC,
22 a California limited liability company; WELLS
23 FARGO FOOTHILL, LLC, a Delaware limited
24 liability company; STEVEN G. LAZAR, an
25 unmarried man; SAGE HOLDINGS, LLC, a
Nevada limited liability company; PENSOC
TRUST CO., custodian for BARNEY NG;
MORTGAGE FUND 08 LLC, a Delaware
limited liability company; R. C. WORST &
COMPANY, INC., an Idaho Corporation;
GENESIS GOLF BUILDERS, INC., formerly
known as NOTIONAL GOLF BUILDERS,
INC., a Nevada Corporation; INTERSTATE
CONCRETE AND ASPHALT COMPANY,
an Idaho corporation; T-O ENGINEERS, INC.,
an Idaho corporation; ACI NORTHWEST,
INC., an Idaho corporation; FREDERICK J.
GRANT and CHRISTINE GRANT, and their
marital community thereof; RUSS CAPITAL
GROUP, LLC, an Arizona limited liability
company; JOSEPH DUSSICH, an individual;

PLAINTIFF'S OBJECTION TO JV LLC'S MEMO OF FEES
AND COSTS.

1 BERG & McLAUGHLIN, CHTD.

2 Toby McLaughlin, ISB No. 7405

3 414 Church St., Ste. 203

4 Sandpoint, ID 83864

5 Tel. (208) 263-4748

6 Fax: (208) 263-7557

7 toby@sandpointlaw.com

8 *Attorneys for Plaintiff*

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
IN THE DISTRICT COURT FOR THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

9 THE IDAHO CLUB HOMEOWNER'S
10 ASSOCIATION, INC. an Idaho corporation,

NO. CV-11-2284

11 Plaintiff

12 vs.

PLAINTIFF'S OBJECTION TO JV,
LLC'S MEMORANDUM OF
ATTORNEYS FEES AND COSTS

13 PEND OREILLE BONNER DEVELOPMENT,
14 LLC, and Nevada limited liability company; JV
15 L.L.C., an Idaho limited liability company;
16 NORTH IDAHO RESORTS, LLC, an Idaho
17 limited liability company; R. E. LOANS, LLC,
18 a California limited liability company; WELLS
19 FARGO FOOTHILL, LLC, a Delaware limited
20 liability company; STEVEN G. LAZAR, an
21 unmarried man; SAGE HOLDINGS, LLC, a
22 Nevada limited liability company; PENSCO
23 TRUST CO., custodian fbo BARNEY NG,
24 MORTGAGE FUND 08 LLC, a Delaware
25 limited liability company; R. C. WORST &
COMPANY, INC., an Idaho Corporation;
GENESIS GOLF BUILDERS, INC., formerly
known as NOTIONAL GOLF BUILDERS,
INC., a Nevada Corporation; INTERSTATE
CONCRETE AND ASPHALT COMPANY,
an Idaho corporation; T-O ENGINEERS, INC.,
an Idaho corporation; ACI NORTHWEST,
INC., an Idaho corporation; FREDERICK J.
GRANT and CHRISTINE GRANT, and their
marital community thereof; RUSS CAPITAL
GROUP, LLC, an Arizona limited liability
company; JOSEPH DUSSICH, an individual;

PLAINTIFF'S OBJECTION TO JV LLC'S MEMO OF FEES
AND COSTS.

1 MOUNTAIN WEST BANK; MONTAHEHO
2 INVESTMENT, LLC, a Nevada limited liability
3 company; TOYON INVESTMENTS, LLC, a
4 Nevada limited liability company; CHARLES
5 W. REEVES and ANN B. REEVES, husband
6 and wife; and the STATE OF IDAHO,
7 DEPARTMENT OF REVENUE AND
8 TAXATION, an agency of the State of Idaho,

9 Defendant(s)

10 Pursuant to Rules 54(d)(6) and 54(e)(6) of the Idaho Rules of Civil Procedure and Idaho
11 Code §§ 7-601 et seq., Plaintiff, THE IDAHO CLUB HOMEOWNER'S ASSOCIATION, INC.,
12 through counsel of record Toby McLaughlin of the law firm Berg & McLaughlin, Chtd., hereby
13 submits THIS Objection to Defendant JV, LLC'S Memorandum of Attorney Fees and Costs.

14 I. INTRODUCTION AND RELIEF SOUGHT

15 The Plaintiff filed its Complaint in this matter on December 20, 2011, asserting claims
16 for judgment and foreclosure of Home Owners' Association Liens against Defendant Pend
17 Creille Development, LLC. Also named in the suit, pursuant to Idaho Code § 45-1302, are other
18 parties which were named in a litigation guarantee as having an interest in the subject properties
19 upon which the Plaintiff is asserting its claims, including Defendant JV, LLC. The Plaintiff filed
20 a Notice of Voluntary Dismissal on April 18, 2014, in which it dismissed any claims against JV,
21 LLC.

22 On September 16, 2014, Defendant JV, LLC (hereinafter "JV"), filed a Memorandum of
23 Attorney Fees and Costs (hereinafter "the Cost Bill"). In the Cost Bill, JV asserts that it incurred
24 \$5,217.35 in costs and fees in this matter (Cost Bill, pp. 1-2), and is seeking an award of
25 \$1,509.00 of such fees. (Cost Bill, p. 3). As explained herein, JV should not be awarded
attorney fees and costs in this matter as it has failed to meet its burden of proof justifying such an
award.

1
2
3 **II. ARGUMENT**

4 **A. JV, LLC, Provides no Valid Authority for an Award of Fees.**

5 Idaho is an "American rule" state requiring each party to bear their own attorney fees
6 absent statutory authorization or contractual right. *Owner-Operator Indep. Drivers Ass'n, Inc. v.*
7 *Idaho Pub. Utilities Comm'n*, 125 Idaho 401, 407, 871 P.2d 813, 824 (1994). JV, LLC, offers
8 attempts to rely upon four such authorities, none of which authorize an award of \$5,217.36 in
9 costs and fees, as it suggests.

10
11 1. *I.R.C.P. 54(e)(1), Does Not Authorize an Award of Fees and Costs without Separate*
12 *Statutory Authority.*

13 JV first points to I.R.C.P. 54(e)(1) as authority for the Court to make an award of fees
14 and costs. However, that rule expressly states that the Court "may award reasonable attorney
15 fees to the prevailing party . . . when provided for by any statute or contract." (*emphasis*
16 *added*). The rule itself does not provide a basis for an award of costs and fees without separate
17 statutory or contractual authority.

18 2. *Idaho Code § 12-120 Does not Authorize an Award of Fees in this Case.*

19 JV next cites to Idaho Code § 12-120(3) in support of its claim for fees and costs:
20 Subsection 3 of Idaho Code § 12-120 states:

21 (3) In any civil action to recover on an open account, account
22 stated, note, bill, negotiable instrument, guaranty, or contract
23 relating to the purchase or sale of goods, wares, merchandise, or
24 services and in any commercial transaction unless otherwise
25 provided by law, the prevailing party shall be allowed a reasonable
attorney's fee to be set by the court, to be taxed and collected as
costs.

1 The term "commercial transaction" is defined to mean all
2 transactions except transactions for personal or household
3 purposes. The term "party" is defined to mean any person,
4 partnership, corporation, association, private organization, the state
5 of Idaho or political subdivision thereof.

6 Idaho Code § 12-120.

7 The Plaintiff's Complaint alleges a claim for the foreclosure of a home owner's
8 association lien against Defendant Pend Oreille Bonner Development, LLC. With regard to
9 Defendant JV, LLC, as well as all of the other defendants, they are named solely because they
10 have an interest in the properties at issue. With regard to these Defendants, the Plaintiff is
11 seeking only "judgment that its lien in each lot is senior or superior to all lien interests granted
12 subsequent to the Association's recording of its claim of lien. (Complaint ¶ 44)(emphasis
13 added).

14 Idaho Code § 12-120 applies only to claims "to recover on an open account, account
15 stated, note, bill, negotiable instrument, guaranty, or contract relating to the purchase or sale of
16 goods, wares, merchandise, or services and in any commercial transaction." Idaho Code § 12-
17 120. The Plaintiff's claims against JV are none of these. Rather, they are merely to establish lien
18 priority in real property. Thus, Idaho Code § 12-120 is, by its express terms, is not applicable to
19 this matter.

20 *3 Idaho Code § 12-121 Does not Authorize an Award of Fees in this Case*

21 The final basis by which JV argues that it is entitled to fees and costs is Idaho Code § 12-
22 121. I.C. § 12-121, as modified by Idaho Court Rule 54(e), allows the court to award fees to a
23 prevailing party in certain limited circumstances. "An award of attorney fees is not a matter of
24 right and a court should only award fees pursuant to § 12-121 when it is left with the abiding
25 belief that the action was pursued, defended, or brought frivolously, unreasonably, or without

1 foundation." *Owner-Operator Indep. Drivers Ass'n, Inc. v. Idaho Pub. Utilities Comm'n*, 125

2 Idaho 401, 408, 871 P.2d 813, 825 (1994). As explained by the Idaho Supreme Court,

3 When deciding whether attorney fees should be awarded under I.C.
4 § 12-121, the entire course of the litigation must be taken into
5 account and if there is at least one legitimate issue presented,
6 attorney fees may not be awarded even though the losing party has
7 asserted other factual or legal claims that are frivolous,
8 unreasonable, or without foundation.

9 *Phillips v. Blazier-Harry*, 154 Idaho 724, 731, 302 P.3d 349, 356 (2013) (*internal citations*
10 *omitted*).

11 Plaintiff Idaho Club Homeowner's Association, Inc, has asserted claims against
12 Defendant Pend Oreille Bonner Development, LLC, seeking judgment for unpaid assessments,
13 and the right to foreclosure upon real property to enforce its lien. It is without dispute that JV
14 LLC, has a lien on the parcels of real property upon which the Plaintiff is seeking to foreclose.
15 Pursuant to Idaho Code § 45-1302, the Plaintiff has a statutory right to name JV, LLC, as a
16 defendant, because it has an interest in the property that the Plaintiff seeking to foreclose.

17 In any suit brought to foreclose a mortgage or lien upon real
18 property or a lien on or security interest in personal property, the
19 plaintiff, cross-complainant or plaintiff in intervention *may make*
20 *as party defendant in the same cause of action, any person*
21 *having, claiming or appearing to have or to claim any title,*
22 *estate, or interest in or to any part of the real or personal*
23 *property involved therein, and the court shall, in addition to*
24 *granting relief in the foreclosure action, determine the title, estate*
25 *or interest of all parties thereto in the same manner and to the same*
26 *extent and effect as in the action to quiet title*

27 (Idaho Code § 45-1302) (*emphasis added*).

28 JV argues that the "Plaintiff had a litigation guarantee that informed Plaintiff of JV's
29 superior interest." (*Cost Bill*, p. 3). Idaho Code § 45-1302, however, does not limit the Plaintiff
30 to naming only those parties with an inferior interest in the property. Rather, it allows the
31 Plaintiff to "make as a party defendant . . . any person having, claiming or appearing to have" a

32 P'S OBJECTION TO JV LLC'S MEMO OF FEES
33 AND COSTS: 5

1 claim in the property. This is precisely what the Plaintiff did. The Plaintiff's claim, therefore,
2 was not pursued, defended, or brought frivolously, unreasonably, or without foundation.

3
4
5 **B. The Defendant JV, LLC Failed to Meet its Burden of Proof in Demonstrating that
6 the Fees Being Sought are Reasonable.**

7 Even if JV had properly cited to authority which authorized the Court to award fees and
8 costs, which JV has failed to do, it would still be required to demonstrate the fees and costs being
9 sought are reasonable. *San Valley Potato Growers, Inc. v. Texas Refinery Corp.*, 139 Idaho at
10 769, 85 P.3d at 483 (It is incumbent upon the party seeking an award of fees and costs to provide
11 the necessary information to the Court to substantiate the reasonableness of the amount of the
12 attorney fees being claimed) (*emphasis added*). The party seeking fees had the burden of
13 convincing the court of the reasonableness of the amount claimed for attorney fees. (*Lettunich v.*
14 *Lettunich*, 145 Idaho 746, 750, 185 P.3d 258, 262 (2008)). JV cannot demonstrate that the fees it
15 is seeking are reasonable.

16 JV is seeking an award \$5,217.36 in fees and costs for merely specially appearing in the
17 case. It filed no other pleadings, and was voluntarily dismissed. A request for more than \$5,000
18 under such circumstances is, on its face, exorbitant and unreasonable.

19
20 **C. The Defendant's Claim for Costs is Limited to the Cost of Filing its Notice of Special
21 Appearance.**

22 JV's final contention is that it is entitled to an award of mandatory costs pursuant to Rule
23 54(d)(1). Even if this is true, JV is seeking costs which are not authorized by that rule. JV is
24 asking this Court to require the Plaintiff to reimburse it for two costs, its \$66 filing fee, and
25 \$196.36 for a payment made to "STI" for maps and photocopies.

1 Rule 54(d)(1)(C) controls an award of mandatory costs. Subsection (1) of that rule
2 includes filing fees as mandatory costs to be awarded to the prevailing party. However,
3 subsection (6) of that rule does not authorize an award of the STI cost to JV. That section defines
4 as mandatory costs:

5 Reasonable costs of the preparation of models, maps, pictures,
6 photographs, or other exhibits *admitted in evidence as exhibits in*
7 *a hearing or trial of an action*, but not to exceed the sum of \$500
8 for all of such exhibits of each party.

9 Rule 54(d)(1)(C)(6) (*emphasis added*).

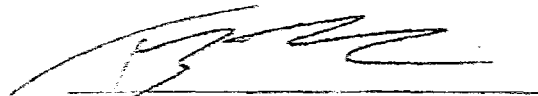
10 Because JV did not admit any evidence in any trial or hearing, or file anything beyond a
11 special appearance, it is not entitled to be reimbursed for the costs of maps and photocopying.

12 III. CONCLUSION

13 The Plaintiff respectfully submits that the Court, in its discretion, should not award
14 attorney fees and costs to Defendant JV, LLC, as it has failed to provide any applicable statutory
15 authority justifying such an award.

16 DATED this 25th day of September, 2014.

17 BERG & McLAUGHLIN, Chtd.

18 
19 Toby McLaughlin
20 Attorneys for the Plaintiff
21
22
23
24
25

CERTIFICATE OF SERVICE

On September 25, 2014, I caused copies of the foregoing document to be served by the following methods on the parties listed below as follows, which is the last known address for the listed party:

Richard L. Stacey Meuleman Mollerup LLP 755 W. Front Street, Ste. 200 Boise, ID 83702	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: 208-336-9712 <input type="checkbox"/> By Email <input type="checkbox"/> Other
<i>Attorneys for Valiant Idaho, LLC</i> Susan P. Weeks James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, ID 83814	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: 208-664-1684 <input type="checkbox"/> By Email <input type="checkbox"/> Other
<i>Counsel for North Idaho Resorts, LLC</i> R. Wayne Sweney, Esq. Lukins & Anis, P.S. 501 East Front Avenue, Suite 502 Coeur d'Alene 83814	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: 208-664-4125 <input type="checkbox"/> By Email <input type="checkbox"/> Other
<i>Counsel for Glacier Bank</i> Charles M. Dodson 1424 Sherman Avenue, Ste 300 Coeur d'Alene, ID 83814	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: 208-666-9211 <input type="checkbox"/> By Email <input type="checkbox"/> Other
<i>Attorney for R.C. Worst & Co.</i> Bruce A. Anderson, Esq. Elsaesser Jarzabek Anderson Elliot & MacDonald, Cntd. 320 East Neider Avenue, Suite 102 Coeur d'Alene, Idaho 83815	<input type="checkbox"/> By Hand Delivery <input type="checkbox"/> By U.S. Mail <input checked="" type="checkbox"/> By Fax: 208-667-2150 <input type="checkbox"/> By Email <input type="checkbox"/> Other
<i>Attorney for Steven Lazar</i>	


Stephanie G Allen