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2015 AMENDED AND RESTATED CONDOMINIUM DECLARATION

FOR

ALPINE VILLA OWNERS ASSOCIATION, INC.*

Originally platted as ALPINE VILLA TOWNHOUSES

A Residential Condominium Development

Pursuant to the Condominium Property Act of the State of Idaho, Title 55, Chapter 15, Idaho Code

***Formerly known as the Trail View Owners Association, Inc.**

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**2015 AMENDED AND RESTATED
CONDOMINIUM DECLARATION**

for

Alpine Villa Townhouses

A Residential Condominium Development

Pursuant to the Condominium Property Act of the State of Idaho, Title 55, Chapter 15, Idaho Code

THIS 2015 AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR ALPINE VILLA TOWNHOUSES (“**Declaration**”) is made effective as of the 12 day of February, 2015 by the owners of the Alpine Villa Townhouses (“**Owners**”) and the Trail View Owners Association, Inc., an Idaho non-profit corporation (and as hereinafter known as Alpine Villa Owners Association, Inc., an Idaho non-profit corporation, collectively, the “**Association**”), pursuant to the provisions of the Condominium Property Act of the State of Idaho, Title 55, Chapter 15, Idaho Code (the “**Act**”). This Declaration represents the entire Condominium Declaration for this development and supersedes and replaces any prior agreements or declarations, except where specifically stated otherwise herein. The Declaration was approved by written ballots in favor of the Declaration submitted by at least sixty-six percent (66%) of the Owners.

Article 1. RECITALS

1.1 Property Covered by this Declaration

1.1.1 Platted Property

The Owners own that certain real property located in the City of Ketchum, Blaine County, Idaho, and legally described as set forth in Exhibit A (the “**Platted Property**”), and as depicted on the Plats (as hereinafter defined), attached hereto and made a part hereof as Exhibit B and Exhibit B-1, which is subject to that certain Amended and Restated Declaration for Alpine Villa Townhouses, recorded on April 14, 2005, as Instrument No. 518695 in the official records of Blaine County, Idaho, as amended by the following documents: (i) Correction to Amended and Restated Declaration for Alpine Villa Townhouses, recorded on October 30, 2008 as Instrument No. 562601 in the official records of Blaine County, Idaho; and (ii) Correction To Amended and Restated Declaration for Alpine Villa Townhouses, recorded on March 11, 2009 as Instrument No. 565572 in the official records of Blaine County, Idaho, and any other amendments that may be inadvertently not included in this section (collectively, the “**2005 Declarations, as amended**”).

1.1.2 Adjacent Property

Pursuant to Article 1, Section 3 of the 2005 Declarations, the definition of “Properties” includes “*such additions thereto as may hereafter be brought within the jurisdiction of the Association.*” By the terms of that certain “Order of Judgment Upon Jury Verdict” dated as of September 7, 1979, and recorded as Instrument No. 196684 on September 7, 1979 in the official records of Blaine County, Idaho, it was held and ordered that the Association is the owner in fee simple of all right, title, and interest in and to that certain real property legally described as set forth in Exhibit A-1 attached hereto and made a part hereof (the “**Adjacent Property**”). The Adjacent Property is shown on the Plat as the property excluded from the Plat in the western corner of the Plat at River Street and Third Avenue, and is as demarcated on that certain Site Survey prepared by Benchmark Associates attached hereto and made a part hereof as Exhibit C. By this agreement, the Association and the Owners desire to declare the Adjacent Property to be included within and subject

to this Declaration. Collectively, the Platted Property and Adjacent Property are herein collectively defined as the “**Property.**”

1.2 History

1.2.1 Condominiums

The original Condominium Declaration was recorded on December 19, 1973, as Instrument No. 152574 in the official records of Blaine, County, Idaho, and was subsequently amended by a 1992 Amendment to Condominium Declaration by Instrument No. 341199 in the official records of Blaine County, Idaho. Thereafter, the 2005 Declarations were adopted and recorded. Notwithstanding the title of the Plat and the reference to “Townhouses” at the time of recording of the Plat, no townhouse ordinance had been enacted for the City of Ketchum, Idaho. The Blaine County Assessor has consistently taxed the Property as condominiums; and, the Association has consistently managed itself and held itself out as condominiums. The Property, and portions of it, has been referred to as “Lots” and as “Units” by title companies insuring it and in the 2005 Declarations, as amended.

1.2.2 Name of Association

The name of the Association was initially “Alpine Villa Homeowners’ Association,” and was subsequently changed to “Trail View Condominium Association, Inc.,” and then to “Trail View Owners Association, Inc.” It is the desire of the Association to be hereinafter known as the “Alpine Villa Owners Association, Inc.”

1.3 Purpose of Declaration

The purpose of this Declaration is to confirm by this Declaration that: (i) the Platted Property is a residential condominium development pursuant the provisions of the Condominium Property Act of the State of Idaho, Title 55, Chapter 15, Idaho Code; (ii) the Platted Property is held in condominium ownership pursuant to the Act, (iii) the Adjacent Property shall be subject to these Declarations and shall be treated for purposes of these Declarations as if it were part of the Common Area demarcated on the Plat as Lot 28, until such time as a Lot Line Shift Plat is recorded which results in Lot 28 of the Platted Property including the Adjacent Property within Lot 28, (iv) the name of the Association is Alpine Villa Owners Association, Inc., and that (v) the restrictions, covenants, limitations, easements, conditions and equitable servitudes that shall apply to the Property and this condominium ownership regime are unique to the Property and the condominium ownership regime. This Declaration is designed to preserve the Property’s value, desirability and attractiveness, to ensure a well-integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon in a cost effective and administratively efficient manner. It is the intent of the Owners and the Association that this Declaration shall amend and restate in the entirety the 2005 Declarations, as amended, and prevail over the 2005 Declarations, as amended, and all prior declarations of the Association.

1.4 Condominium Ownership

All ownership of the Property shall be governed by and be subject to both the provisions of this Declaration and all amendments that may hereafter be made hereto and the Act as in effect on the date of the recording of this Declaration.

Article 2. DECLARATION

Owners and the Association hereby declare that the Property and every Unit or interest therein shall be held, sold, conveyed, encumbered, hypothecated, used, occupied and improved subject to the provisions of this Declaration, each and all of which are hereby declared to be in furtherance of a general plan for the creation, maintenance and sale of an ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants-in-common, of Common Area, all pursuant to the Act. All provisions hereof shall be deemed covenants running with the land or as equitable servitudes, and shall constitute benefit and burdens to the Owners and all Persons hereafter acquiring or owning any interest in the Property; however such interests may be obtained. Each Owner of a Unit is subject to all of the rights and duties contained within this Declaration, the Articles and the Bylaws.

The Owners and the Association further declare that is the express intent that this Declaration satisfy the requirements of Idaho Code §55-1505.

The Owners shall have the right to incorporate and include other property into this Declaration by the execution and recordation of an amendment or supplement to this Declaration declaring such lands to be included within and subject to this Declaration.

Article 3. DEFINITIONS

“Act” means the Condominium Property Act of the State of Idaho, Title 55, Chapter 15, Idaho Code, as the same may be amended from time to time.

“Annual Budget” means the annual budget for the Association determined as provided in Section 8.8 of this Declaration.

“Articles” means the Articles of Incorporation of the Association or other organizational or charter documents of Association, as the same may be amended or revised from time to time. A certified copy of the Articles of Incorporation of the Association which are effective as of the date hereof are attached hereto as Exhibit D.

“Assessments” means those payments required of Owners, including without limitation, Regular, Special, Limited, Infraction Assessments and Default Assessments. The Association shall have the right to require Assessments from its Members, including without limitation, any and all costs of collection, attorneys’ fees, interest, late fees and fines.

“Association” means Trail View Owners Association Inc., an Idaho nonprofit corporation, its duly authorized agents and representatives, and its successors and assigns, including the Alpine Villa Owners Association, Inc.

“Board” or “Board of Directors” means the Board of Directors or other governing board or individual, if applicable, of the Association.

“Building” means the structures constructed on a Unit (measured at the foundation wall or edge of slab when a foundation wall is not present), in compliance with this Declaration and all applicable zoning and building codes, for the exclusive use and possession of the Owner of the Unit. The Building footprints are as demarcated on the Site Survey.

“Bylaws” means the Bylaws of the Association, as the same may be amended or revised from time to time. A certified copy of the Amended and Restated Bylaws are attached hereto as Exhibit E.

“Common Area” means the Adjacent Property and entire Platted Property except the Units, including but not limited to all areas designated on the Plat for access, parking, landscaping, partially and fully enclosed patio areas, elevated decks and walkways in and around Unit 26A, and all utility lines, and facilities located within the Common Area. Until such time as the Adjacent Property becomes part of the Platted Property by way of a lot line adjustment resulting in a recorded Lot Line Shift Plat for Lot 28 of the Platted Property, any reference herein to the phrase “Common Area of the Platted Property” shall mean all Common Area as defined herein but excluding the Adjacent Portion, unless the context of the sentence indicates otherwise. Upon the recordation of a Lot Line Shift Plat of the Platted Property to include the Adjacent Property all references herein to the Platted Property shall be deemed to include the Adjacent Property. Portions of the Common Area have been partially or fully enclosed by fences and these portions appear to be part of the individual Units; however, such portions of Common Area remain Common Area as designated on the Plat and Site Survey. The partial or full enclosure of any Common Area by a Unit Owner is subject to a revocable non-exclusive license by the Association to the Owner, and such license may be revoked by the Association, in its sole and absolute discretion, upon ninety (90) days prior written notice to the Owner. All Common Area, whether partially or fully enclosed or not, and all portions of a Unit except the footprint of the Building located thereon are subject to the terms of this Declaration.

“Common Expenses” means all costs and expenses incurred by the Association for management, utilities, insurance, improvements, maintenance, repair and replacements with respect to the Common Areas and portions of each Unit excluding the respective Building footprint which, including but not limited to all landscaping maintenance and snow removal, and any and all other costs and expenses, including legal, accounting and other professional fees, incurred to conduct the business and affairs of Association. Common Expenses shall also include all costs and expenses incurred by the Association for the management, improvements, maintenance, repair and replacements with respect to those portions of the Units that are maintained by the Association, including without limitation, roofs, gutters, downspouts, exterior building surfaces, but not including windows (frame and glass), and doors and door frames. Common Expenses shall also include legal fees and costs incurred by the Association to defend any claim, suit or other action against the Association, including but not limited to any claim, suit or other action brought by any Owner, which shall be paid by all of the Owners (including the Owner bringing such claim, suit or other action) in accordance with this Declaration.

“Condominium” means an estate in real property as defined in Idaho Code §55-1503 consisting of an undivided interest as tenant-in-common in the Common Area of the Platted Property together with a fee interest in a Unit as shown and described on the Plat. Notwithstanding any reference to a “Lot” or “townhouse” in reference to the Platted Property, the Units, as defined herein, are Condominiums.

“Cost of Enforcement” means all monetary fees, fines, late charges, interest, expenses, costs, including receivers’ and appraisers’ fees, and reasonable attorneys’ fees and disbursements, including legal assistants’ and paralegal fees, incurred by the Association in connection with the collection of Assessments or in connection with the enforcement of the terms, conditions and obligations of the Declarations and Rules and Regulations, including without limitation the costs of establishing a lien or foreclosure of a lien, regardless of whether or not a lawsuit was initiated. All monetary fees, fines and late charges are to be reasonable in amount and reasonably related to enforcement of the Declaration and Rules and Regulations as determined from time to time by the Board in the exercise of its discretion.

“Declaration” means this 2015 Amended and Restated Condominium Declaration For Alpine Villa Townhouses, as it may be amended or supplemented from time to time.

“Default Assessment(s)” mean all Costs of Enforcement charged against a particular Owner and related Unit pursuant to the Declaration and Rules and Regulations.

“Improvement” means any Building and any other structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including, without limitation, decks, fences, streets, drives, parking areas, sidewalks, curbs, landscaping, walls, hedges, plantings, trees, rocks, signs, lights, electrical lines, pipes, pumps, grading, road construction or utility improvements. Improvements include both original improvements existing on the Property on the date hereof and all later changes and Improvements.

“Infraction Assessments” means charges against a particular Owner and its Unit for infraction of the terms of this Declaration and or the Rules and Regulations by the Owner, or its tenants or guests, as reasonably determined by the Board.

“Limited Assessments” means charges against a particular Owner and its Unit directly attributable to the Owner, equal to the cost incurred by the Association in connection with corrective action or maintenance, repair, replacement, and operation activities performed pursuant to the provisions of this Declaration, including without limitation, damages to or maintenance, repair, replacement, and operation activities performed for any Common Area or portion of a Unit maintained by the Association, or the failure of an Owner to keep the Owner’s Unit in proper repair, and including interest thereon as provided in this Declaration.

“Member” means each Owner holding a membership in the Association.

“Mortgage” means any first-lien mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

“Mortgagee” means any Person, bank, savings and loan association, established mortgage company, or other entity chartered under federal or state laws, or any successor to the interest of such, named as mortgagee, beneficiary, or creditor under any Mortgage, as Mortgage is defined above.

“Owner” means the record owner, whether one or more Persons, holding fee simple interest of record to a Unit which is a part of the Property, and buyers under executory contracts of sale, but excluding those Persons having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings. If Ownership of a Unit is held by one or more Persons, then multiple Owners of that Unit shall be deemed a single Owner for purposes of voting in meetings of the Association.

“Ownership Percentage” means each Owner’s percentage ownership interest in the Common Area, which is allocated to each Unit for purposes of tax assessment under Idaho Code §55-1514 and for purposes of liability determination as provided in Idaho Code §55-1515. The Ownership Percentages are set forth on Exhibit F attached hereto.

“Party Wall” means any structural, bearing wall, including footings on which it is situated, or any portion of a wall, and other structural elements in common to an adjacent Building, which are placed upon or straddle the dividing line between adjacent Units and may support or protect an adjacent Unit.

“Person” means any individual, partnership, corporation, trust, estate or other legal entity.

“Plat” or “Plats” mean, collectively, any condominium plat covering any portion of the Property, including without limitation, that certain plat entitled “Alpine Villa Townhouses” which was recorded on December 19, 1973, as Instrument No. 152353, in the official records of Blaine County, Idaho, attached hereto as Exhibit B, as the same may be hereafter amended by duly recorded amendments thereof, and that certain plat entitled “Unit 26A Alpine Villa Townhouses” which was recorded on March 19, 2001, as Instrument No. 449055 in the official records of Blaine County, Idaho, attached hereto as Exhibit B-1 as the same may be amended by duly recorded amendments thereof.

“Project” means the Units and the Common Areas located on the Property.

“Property” means the Platted Property and Adjacent Property as defined in Section 1.1 above, and such other property, if any, subsequently incorporated into this Declaration pursuant to Section 1.1.

“Property Manager” shall mean that Property Manager, if any, retained by Association pursuant to Section 7.10.

“Regular Assessments” means charges for Common Expenses levied against the Units by the Association pursuant to the terms of this Declaration.

“Rules and Regulations” means any rules and regulations of the Association adopted by the Association, as may be amended from time to time.

“Site Survey” means that certain Alpine Villa Townhouses Site Survey prepared by Benchmark Associates, dated as of August 2, 2013, and attached hereto and made a part hereof as Exhibit C.

“Special Assessments” means charges for capital improvements and replacements and a reasonable reserve therefor, equipment purchases and replacements and a reasonable reserve therefor, and shortages in Regular Assessments which are levied against the Units by the Association pursuant to the terms of this Declaration.

“Unit” means a Unit within the Project as specified or shown on any Plat upon which Improvements may be constructed. The “Units” are identified on the Plat as Units 1 through 25, and Unit 26A. For voting, membership and assessment purposes herein, “Unit” shall not include any Unit designated as Common Area.

Article 4. NATURE OF UNITS

4.1 Legal Descriptions of Units

For purposes of conveying, mortgaging, or otherwise affecting title, any Unit may be legally described by its identifying number as shown on the Plat. Such legal description shall be construed to describe the Unit and the appurtenant undivided interest in the Common Areas of the Platted Property and to incorporate all the rights and limitations incident to the ownership of a Unit in the Project. Such legal description shall be substantially as follows:

Unit ____, as shown on the Plat of the Alpine Villa Townhouses filed in the official records of Blaine County, Idaho on December 19, 1973, as Instrument No. 152353, [*or for Unit 26A, as shown as plat of Unit 26A Alpine Villa Townhouses filed in the official records of Blaine County, Idaho as Instrument No. 449055*]as said plat may be amended or supplemented from time to time, and as defined in the 2015 Amended and Restated Condominium Declaration for the Alpine Villa Townhouses, recorded as Instrument No. _____, official records of Blaine County, Idaho, as said declaration may be amended or supplemented from time to time.

If a Unit is referred to as a “Lot” in a legal description, the term “Lot” shall have the same meaning as “Unit” herein defined.

4.2 Conveyances and Form of Holding Units

The Units in the Project may be conveyed and recorded as individual properties capable of independent usage, each having its own pedestrian exit to the Common Areas of the Project. Each Unit may be held in any traditional form of holding real property interests including, but not limited to, community property, tenancy in common and joint tenancy with right of survivorship. The Owners of the respective Units shall have the absolute right to lease the areas within each Unit provided the lease is made subject to this Declaration and the Rules and Regulations made by the Board.

4.3 No Further Subdivision Into Additional Condominium Units.

No Unit may be subdivided without the prior written consent of the Association.

Article 5. NATURE OF OWNERSHIP

5.1 Ownership of Common Areas

Each Owner shall own a percentage interest in the Common Areas of the Platted Property pursuant to each Owner's Ownership Percentage interest as specified on Exhibit F. Except as otherwise limited by this Declaration, until such time as the Adjacent Property becomes part of the Platted Property, each Owner, in common with all other Owners, shall have a revocable non-exclusive license, granted hereby by the Association, to use the Adjacent Property for all purposes incident to the use and occupancy of the Units and all other incidental uses permitted by the Declaration. Except as otherwise limited in this Declaration, each Owner shall have the right to use the Common Areas of the Platted Property for all purposes incident to the use and occupancy of its Unit and all other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit.

5.2 Covenants Appurtenant to Units

All rights or interests and all obligations or restrictions of an Owner created hereunder shall be deemed appurtenant to its Unit and shall not be separable therefrom. Any conveyance or encumbrance of a Unit shall also be deemed a conveyance or encumbrance of those appurtenant rights or interests even though such rights or interests are not expressly referred to in such conveyance or encumbrance.

5.3 Covenants to Run with the Land

This Declaration and all covenants, restrictions, limitations, easements, conditions, and uses as herein provided for shall constitute covenants to run with the land hereby included within the Property and shall be a burden and/or a benefit to the Owners and to their heirs, executors, administrators, personal representatives, successors or assigns.

Article 6. RIGHTS AND EASEMENTS

6.1 Rights of Use and Enjoyment

The Association and every Owner shall have a nonexclusive right for the use and enjoyment of the Common Area, which shall be appurtenant to and shall pass with the title to every Unit, subject to the restrictions set forth in this Declaration, as supplemented from time to time, and the rules and regulations established by the Board.

6.2 Delegation of Use and Enjoyment

Any Owner may delegate, in accordance with the Declaration, its right of use and enjoyment in the Common Area, to its tenants, employees, family, guests or invitees.

6.3 Recorded Easements

The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use.

6.4 Easements for Encroachment

There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unwillful placement or settling or shifting of the Improvements, including, without limitation, structures, walkways, and sidewalks constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. There shall also be reciprocal appurtenant easements of encroachments specifically to accommodate the existing Party Walls and any subsequent encroachment arising from a repair or rebuilding of such Party Wall. Easements of encroachment shall be valid only so long as the encroachments exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Unit is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Unit agree that minor encroachments over adjoining Units that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section.

6.5 Easements for Access

For the benefit of all Owners and the Association, the Property is subject to reciprocal easements of ingress and egress for all Owners to and from their respective Units and to the Association for installation and repair of utility services, for drainage of water over, across and upon the Common Areas resulting from the normal use of the Units, and for necessary maintenance and repair of any Improvement including, without limitation, fencing, decks, retaining walls, lighting facilities, sidewalk abutments, trees landscaping, windows, doors and roof. Such easements may be used by the Association and all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Unit or Common Area. All Owners and the Association shall have an easement over the Common Area for access, ingress, egress and parking.

6.6 Easements for Utilities

The Association and all Owners shall have an easement over the Common Area for access, ingress and egress to and from their respective Units for installation and repair of utility services and for the drainage of water over, across and upon the Common Area resulting from the normal use of adjoining Units or Common Areas, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, landscaping, and irrigation systems. Notwithstanding anything expressly or implied contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted for the installation and maintenance of utilities and drainage facilities that were required, or may in the future be required, for the development of the Project, including without limitation, any irrigation system. In addition, for the benefit of the Association, it has the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the benefit of the Project.

6.7 Revocable Non-Exclusive Licenses

The Association hereby grants revocable non-exclusive licenses to all Units, which per the Site Survey, have enclosed portions of the Common Area of the Platted Property by fencing. The Association, in its sole and absolute discretion, may revoke any such revocable non-exclusive

license upon thirty (30) days prior written notice to the Owner. This provision shall apply to all Units which have enclosed portions of the Common Area of the Platted Property whether such enclosure was installed prior or after the date of the recording of this Declaration. Each Owner of a Unit with an enclosed portion of the Common Area of the Platted Property shall forever defend, indemnify and hold harmless the Association, including the directors, officers, independent contractors and employees, from and against any and all causes of action, claims, demands, liabilities, obligations, losses, damages (including incidental and consequential damages), compensation (whether for injury to persons or for damage or loss to property or otherwise) or costs and expense (including court costs and attorneys' fees) related to or arising from the Owner's acts or omissions specific to the enclosed portion of the Common Area of the Platted Property of such Owner's Unit and the revocable non-exclusive licenses. The Board may impose additional terms and conditions as to any revocable non-exclusive license, and may require additional documentation evidencing the revocable non-exclusive license that may be recorded in the Official Records of Blaine County, Idaho, in the sole discretion of the Board.

6.8 Association Easement

There is hereby granted to the Association such easements that are necessary to perform its duties and obligations of the Association set forth in this Declaration, the Articles, Bylaws, and rules and regulations of the Association.

Article 7. ASSOCIATION GOVERNANCE AND ADMINISTRATION

7.1 Organization

The Association is and shall continue to be a nonprofit corporation under the applicable provisions of Idaho law, and shall be charged with the duties and invested with the powers prescribed by law and set forth herein. Neither the Articles nor the Bylaws shall be adopted, amended, or otherwise changed or interpreted so as to be inconsistent with this Declaration. Each Owner shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained herein. The Association shall not engage in politics or pursue any political purpose.

7.2 Purpose

The purpose of Association shall be to:

7.2.1 Maintain, repair, and replace all Improvements in the Common Area; including, without limitation, all streets, sidewalks, parking, landscaping;

7.2.2 Aid and cooperate with the Owners in the enforcement of all conditions, covenants, and restrictions on or appurtenant to their property; and

7.2.3 Exercise any and all power that may be delegated to it from time to time by the Owners.

7.3 Membership

Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Membership in the Association shall be appurtenant to, and

may not be separated from ownership of the Unit. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

7.4 Membership Voting

Each Member shall have equal voting power and shall be entitled to one (1) vote for each Unit. When more than one Person holds an interest in any Unit, all such Persons shall be Members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit; in the event that there is deadlock among or between such Persons, the vote for such Unit shall not be counted. In the absence of written proxies to the contrary, the Owner present at a meeting shall cast the vote for such Unit. Fractional votes shall not be allowed.

7.5 Association Meetings

Meetings of the Association shall be called and held in accordance with the Bylaws.

7.6 Board of Directors and Officers

The Association's affairs shall be governed by a Board composed of not less than three (3) persons or more than five (5) persons elected in accordance with the Bylaws. Each Board member must be an Owner of a Unit or a representative of an entity owning a Unit. Members of the Board, as such, shall not receive any stated salary or compensation. A Member of the Board may not serve in such capacity if they are receiving compensation from the Association for acting in any capacity. The officers of Association shall be elected in accordance with the Bylaws. No compensation shall be paid to the officers for their services as officers. The Board may require that all officers and employees of the Board handling or responsible for funds provide adequate fidelity bonds. The premium on such fidelity bonds shall be a Common Expense payable by the Association.

7.7 Powers of Board

The Project and business of the Association shall be managed, operated, and maintained by the Board. The Board may exercise all such powers of the Association and do all such lawful acts and things as are provided for by this Declaration, or by operational rules or regulations as may be adopted from time to time, and as provided for by law or in equity. These powers shall specifically include, but not be limited to the following:

7.7.1 To determine and levy Assessments to cover the cost of Common Expenses;

7.7.2 To collect, use, and expend the Assessments collected to maintain, care for, and preserve the Common Areas and those areas of the Units that are the obligation of and maintained by the Association as set forth in this Declaration.

7.7.3 To enter into and upon the Units in connection with the maintenance, care, and preservation of the Common Areas and the Property.

7.7.4 To open bank accounts, keep accurate financial records, and change fiscal year end as deemed advisable on behalf of Association, and to designate the signatories to such bank accounts.

7.7.5 To insure and keep insured the Common Area in accordance herewith.

7.7.6 To collect delinquent Assessments by suit or otherwise, to abate nuisances and to join or seek damages from the Owners for violations of any rules and regulations so adopted by the Board.

7.7.7 To make reasonable rules and regulations and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Owners when the Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each Owner upon request.

7.7.8 To employ property managers, workmen, janitors, and gardeners; purchase supplies and equipment; enter into contracts; and generally have the power of management in connection with the matters hereinabove set forth.

7.7.9 To bring and defend actions by or against more than one Owner and pertinent to the operation of the Association.

7.7.10 To initiate actions in foreclosure on any Unit for which payment of Assessments has become delinquent or on any Unit which has been abandoned, to recover sums due on liens, plus interest, costs, reasonable attorney's fees and penalties and to satisfy the outstanding unpaid obligation through sale. Such sale shall be conducted in the manner permitted by Idaho statute for the exercise of powers of sale in deeds of trust or any other manner permitted by law, and the Board shall have the power to purchase the condominium at foreclosure sale and to hold, lease, encumber and convey the same.

7.7.11 To maintain, repair, manage, construct, reconstruct and perform all other acts necessary and/or pertaining to the Common Areas and those portions of the Units other than where Buildings are located except as otherwise provided for herein.

7.7.12 To be indemnified and held harmless by the Association against all costs, expenses and liabilities whatsoever, including without limitation, attorney's fees reasonably incurred in connection with any proceeding because of membership therein, except if such costs, expenses and liability is resultant from the willful misconduct or bad faith of a Board member and as may be otherwise limited by the terms of Article 9 of the Bylaws. Said expenses shall be Common Expenses and be limited to the extent such liability, damage, or injury is covered by any type of insurance.

7.7.13 To maintain, repair, care for, and preserve the exterior of Buildings (excluding the window frames and glass, and the doors and the door frames), Improvements and landscaping on the Common Area and on the Units.

7.7.14 To maintain, repair, care for and preserve the roofs of the Buildings.

7.7.15 To grant easements where necessary for utilities over the Common Area to serve the Project.

7.8 Rights and Obligations

Without limiting the foregoing powers, the Board shall have the following specific rights and obligations:

7.8.1 Recordation Requirements

The Board shall record in the office of the Blaine County Recorder all instruments affecting this Property or in which any Owner waives any right under the provisions of the Act, all amendments to this Declaration or to any of the foregoing documents. The Board shall file an Annual Report Form for a domestic non-profit corporation with the Secretary of the State of Idaho the registered agent and address of the person to receive service of process in accordance with the provisions of the Act, Idaho Code Section 55-1512. Upon termination of such person's capacity or authority to receive service, a new designation shall be duly made and filed, as above provided.

7.8.2 Repair and Maintenance

The Board shall have the authority to employ and compensate personnel or contractors necessary for the operation, repair and maintenance of the Common Area (including, but not limited to landscape maintenance, snow removal, parking and street maintenance), and any Improvements in the Common Area, and for the operation, repair and maintenance of those portions of the Buildings located on the Units that are maintained by the Association and the portions of the open space of the Units that are maintained by the Association or are to be maintained by the Owners but the Owners have failed to do so; to employ and compensate necessary legal and accounting services; and to purchase materials and supplies for the operation, maintenance, repair and/or replacement of any part of the Common Area, Improvements in the Common Area, and those portions of the Units that the Association maintains and/or repairs.

7.8.3 Real Property Taxes and Assessments

Association shall not be responsible for the payment of any real property taxes and assessments. Real property taxes and assessments levied on the Units shall be paid by the respective Owners. Any real property taxes and assessments levied on the Common Area shall be paid by the Owners in accordance with their Ownership Percentages.

7.8.4 Payment of Expenses

The Board may make all expenditures authorized in the Annual Budget or deemed appropriate by the Board to maintain the Association. The Board shall cause payments, billing, account management and statements for Owners to be appropriately handled by a Property Manager, or in the absence of such, by the Secretary of the Association. The Board shall have the affirmative obligation to enforce all provisions of this Declaration and shall retain the services of an attorney when necessary to do so.

7.8.5 Mortgagor Default

The Board may give to any Mortgagor which has furnished to the Board its name and current address, written notification of any default by the mortgagor of performance of such mortgagor's obligations under this Declaration or any duly adopted rules or regulations pertaining to the Project which default has been demanded to be corrected by the Board and which default has not been cured within thirty (30) days.

7.8.6 Liability of the Board and Owners

Any contract, agreement or commitment made by the Board is made as agent for Association and no member of the Board nor any individual Owner shall be liable under such contract, agreement or commitment. The Board shall have no liability to the Owners in the management of Association except for willful misconduct or bad faith.

7.8.7 Accounting

The books and accounts of Association shall be kept under the direction of the Board and in accordance with reasonable standards of accounting procedures. At the close of each accounting year, the books and records of the Project shall be examined by a person or firm approved by Association; further the Board has the authority to retain a qualified person or firm to conduct an accounting review or an audit as deemed necessary by the Board. Financial reports, such as are required to be furnished, shall be available at the principal office of the Board for inspection at reasonable times by any Owner. Any Mortgagee on a Unit in the Project will, upon request, be entitled to inspect the books and records of the Project during normal business hours and receive the most-recent annual financial statement of Association.

7.9 Committees

The Board may designate one or more committees, each of such committees to consist of at least one director, which may exercise the powers of the Board in the management of the business and affairs of Association. The Board may expressly delegate the authority to execute all documents to complete and confirm any business or affairs so delegated to the committee. Committees established by resolution of the Board shall keep regular minutes of their proceedings and shall report the same to the Board as required.

7.10 Property Manager

The Board may retain a Property Manager to manage the operations, business and affairs of Association, including all of the Board's rights, obligations and duties under this Declaration. The terms of the employment, rights, responsibilities and compensation of the Property Manager shall be as determined by the Board. The compensation of the Property Manager shall be a Common Expense.

Article 8. ASSESSMENTS

8.1 Assessments; Creation of Lien and Personal Obligation

Each Owner of any Unit, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association the Regular, Limited, Special, Infraction and Default Assessments to be fixed, established, or imposed and collected from time to time as hereinafter provided. The Regular, Limited, Special, Infraction and Default Assessments shall be a charge on the Unit and shall be a continuing lien upon the Unit against which such Assessment is made. Each such Assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time when the Assessment fell due and shall be a continuing obligation of such Owner without regard to any subsequent transfer of all or any portion of title of the Unit. Any successor in interest to such Owner shall be jointly and severally liable for such unpaid assessments per Section 8.16.

8.2 Regular Assessments

The Association shall levy Regular Assessments against the Owners and their Units for all Common Expenses. The Board may increase the Regular Assessments in any year up to ten percent (10%) of the prior year's Regular Assessments without a vote of the Members. An increase of greater than ten percent (10%) of the prior year's Regular Assessments shall require the vote or written consent of Members holding at least two-thirds (2/3rds) of the voting power of the Association.

8.3 Limited Assessments

The Association shall have the right to levy a Limited Assessment against any particular Unit and its Owner to recover costs incurred by the Association to effect any and all necessary maintenance, repair, demolition, replacement and/or corrective actions arising by reason of the activities of the Unit's Owner's causing damage to, or creating conditions of hazard in, the Common Area.

8.4 Special Assessments

In addition to the Regular Assessments authorized above, the Association may levy, in any assessment year, Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement for the Common Area or an Improvement in the Common Area, including fixtures and personal property related thereto, provided that any such Assessments shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose. Any such Special Assessments shall be payable over such a period as the Board shall determine. A "capital improvement" as used in this Section shall be limited to include only capital expenditures exceeding the sum of Five Thousand and No/100 Dollars (\$5,000.00). Expenses less than said amount are deemed to be normal repairs and not within the provisions of this Section.

8.5 Infraction Assessments

In addition to Regular, Limited and Special Assessments, the Association may levy assessments of monetary fines (interest and late fees provided for in Section 8.11 shall not be considered monetary fines), or impose sanctions (monetary or otherwise) as it deems appropriate against an Owner for the infraction of these Declarations and or its Rules and Regulations by either the Owner or its tenants or guests.

In levying an Infraction Assessments which is a monetary fine, the Association shall comply with Idaho Code Section 55-115, as may be amended from time to time, which provides the following:

- (a) A majority vote of the Board shall be required prior to imposing any fine on an Owner for a violation of any covenants and restrictions pursuant to the Declaration and Rules and Regulations of the Association.
- (b) Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting.
- (c) In the event the Owner begins resolving the violation prior to the meeting, no

fine shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved.

(d) No portion of any fine may be used to increase the remuneration of the any Board member or agent of the Board.

(e) No part of this Section shall affect any statute, rule, covenant, Bylaw, provision or clause of the Declaration or otherwise that may allow for the recovery of attorney's fees.

8.6 Default Assessments

All Costs of Enforcement assessed against an Owner and related Unit pursuant to the Declaration, or any expense of the Association which is the obligation of an Owner pursuant to the Declaration shall become a Default Assessment assessed against the Owner and such Owner's Unit. Notice of the amount and demand for payment of such Default Assessment shall be sent to the Owner prior to enforcing any remedies for non-payment hereunder.

8.7 Exempt Property

The following property shall be exempt from the Assessments created herein:

8.6.1 All property expressly dedicated to and accepted by a local public authority;

8.6.2 All Units owned by Association, if any;

8.6.4 All property designated as Common Area.

8.8 Annual Budget

Subject to Section 8.10 below, the Board shall, from time to time, but at least each fiscal year, fix and determine a proposed budget representing the sum(s) necessary and adequate for the continued operation, management, maintenance, repair, insurance, liabilities, renovations, legal and accounting fees, any necessary reserve funds, and other Common Expenses of Association for the next fiscal year and shall send a copy of the proposed budget and any supplement thereto to every Owner. The proposed budget shall then be presented at a meeting of the Association, or mailed to the Members at least one (1) month before the commencement of the budgeted-for year. The Board shall have the authority and discretion to approve the Budget.

8.9 Assessments to Owners

Subject to Section 8.10 below, all portions of the Annual Budget shall be assessed to the Owners in accordance with their Ownership Percentages. Such Assessment shall be payable, at the Board's discretion, in either (i) one (1) annual payment due in advance on July 1st of each year or (ii) twelve (12) equal monthly installments due in advance beginning on July 1st and thereafter on the first day of each calendar month of each year. Owners shall pay the Assessments when due without any deduction on account of any set-off or claim of any nature whatsoever which an Owner may claim to have against the Association.

8.10 Adjustments

The Board may at any time and from time to time until the close of the budget year, increase or decrease the amount previously fixed as the Annual Budget and adjust the annual payment or the monthly installments assessed against each Owner accordingly.

8.11 Costs of Collection: Interest: Late Fee; Default Assessments

Each Owner shall pay all Assessments when due. Any part or all of an Assessment not paid within ten (10) days of its due date shall bear interest thereon at eighteen percent (18%) per annum calculated from the due to and including the date full payment is received by the Association. Further, there shall be a late fee assessed in an amount of \$25.00 for each month the account is not paid in full. All Costs of Enforcement shall be payable by the said Owner and may be levied as a Default Assessment.

8.12 Collection by Lien and Foreclosure

The lien for any unpaid Assessments and costs of collection may be recorded and foreclosed in accordance with the Act, Idaho Code Section 55-1518, as amended from time to time, or as otherwise provided by law.

8.13 Statement of Common Charges

Upon the written request of any Owner or Mortgagee of any Unit herein, the Board shall promptly furnish a written statement of the unpaid Assessments due from such Owner. Any Mortgagee may pay any amount shown and thereby shall have a lien on such Unit for the amounts paid.

8.14 No Exclusions

Abandonment of a Unit and/or waiver of the use or enjoyment of the Common Area shall not negate the obligation and liability of any Owner to make contribution toward Common Expenses through payment of Assessments as set forth herein, or as appropriately adopted by the Board consistent with its powers delineated herein.

8.15 Reserve Fund upon Transfer

If an Owner transfers its Unit to another, its interest in any reserve fund or funds shall be deemed to also have been transferred to the new Owner as an appurtenance to the transferred Unit. An Owner of a Unit shall be required to contribute to the reserve funds or the Common Expenses from date of transfer of the Unit thereto.

8.16 Subsequent Owner Liable for Unpaid Assessments

The buyer of a Unit, or a successor in title by whatever means, shall be jointly and severally liable with the seller for all unpaid Assessments owed by the seller at the time of the conveyance, but such liability shall be without prejudice to the buyer's rights to recover from the seller the amounts paid by the Buyer therefore.

8.17 Waiver of Exemptions

Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration, the benefit of any homestead or exemption laws of Idaho in effect at the time any Assessment, or installment becomes delinquent or any lien is imposed.

8.18 Assignment of Rents

If any Owner who is renting its Unit shall default for a period of one (1) month in the payment of any Assessments, the Board may, at its option, and for so long as such default shall continue, demand and receive from any tenants thereof any portion of the rent due or becoming due, and to the extent such rent is paid to Association such tenant shall be discharged of liability to the Owner.

Article 9. RULES AND REGULATIONS

9.1 Administrative Rules and Regulations

The Board shall have the power to adopt and establish by resolution, such building, management, use, and operational rules and regulations, as it may deem necessary for the maintenance, operation, management, occupation and control of the Project, known as the "Rules and Regulations." The Board may adopt regulations governing the use of the Project by the Owners only after due notice of the proposed regulation or regulations are given to the Owners, and the Owners are given an opportunity to present arguments for or against such regulations. Such regulations shall not be inconsistent with the provisions of this Agreement, but may otherwise deal with any matters are a general concern to all Owners. When an amendment, alteration, or replica of a regulation is furnished in writing to the Owners, it shall become effective.

9.2 Obligation of Owners to Comply

All Owners shall comply with all provisions of this Declaration and the Rules and Regulations pertaining to the Project and shall require such compliance from their tenants, guests, employees and any other person whom they invite upon the Property. All agreements, decisions and determinations lawfully made by the Board shall be deemed to be binding on all Owners and shall inure to their benefit. Unless otherwise provided in this Declaration, each Owner, any group of Owners, or the Board shall have standing authority to enforce by any legal means, including suit for specific performance, injunctive relief or damages, the provisions of this Declaration and any duly adopted decisions or resolutions of the Association or the Board.

9.3 Owner's Obligation to Maintain and Repair

Each Owner, at its expense, shall keep its Unit, including without limitation the equipment and systems serving the Unit, and fixtures in the Unit and its interior walls, in good order, condition and repair; heated as appropriate for the season; in a clean and sanitary condition; and shall do all maintenance which may at any time be necessary to maintain the integrity of its Unit. Each Owner shall repair all injury or damages to the Property caused by the deliberate, negligent or careless action or inaction of such Owner, its agents, employees, guests, and/or invitees and all such repairs, maintenance and redecorating shall be of a quality and kind equal to the original work.

9.4 Party Walls

To the extent a Building has walls, beams, plumbing, electrical, natural gas, and other structural and mechanical elements in common to an adjacent Unit or Building which were built as part of the original construction, and are placed upon or straddle the dividing line between adjacent Units and may support or protect the adjacent Unit shall be regarded and treated as "Party Walls." This Section shall govern the maintenance and obligations of the Owners with respect to Party Walls.

9.4.1 Costs

The cost of the repair and maintenance of a Party Wall shall be borne by the Owners sharing the Party Wall. If the need for any maintenance or repair work is caused through the willful or negligent act of an Owner or his or her family, guests, or invitees, the cost of the maintenance or repair shall be borne by that Owner alone.

9.4.2 Access

With prior written approval of the Board, an Owner with a Party Wall may, at the Owner's sole expense, drill or cut into or otherwise gain access to, the interior of a Party Wall for the purpose of maintaining, repairing or restoring it and, upon the prior written consent of the Owner of the adjoining Building and prior written approval of the Board, for the purpose of remodeling or altering, water, utility, soundproofing or other services or amenities to the Owner's Party Wall subject to an obligation to restore the Party Wall to the same, or better than, structural and aesthetic condition it was in immediately before such act, and to indemnify the Owner of the Building adjoining the Party Wall for any damages caused thereby.

9.4.3 No Changes Without Consent

Interior decoration excepted, no Owner of a Building with a Party Wall shall make any changes to or alterations of the Party Wall without the prior written consent of adjoining Party Wall Owner and of the Association.

9.4.4 Failure to Perform

If an Owner of a Unit fails to perform its obligations under this Section ("defaulting Owner"), including, without limitation, the obligation to pay its share of maintenance, repair or restoration of a Party Wall, the Owner of the adjoining Unit may perform such action or make such payment. Under such circumstance, the defaulting Owner shall promptly reimburse that Owner for all costs and expenses, including attorney's fees and costs, incurred with interest thereof at eighteen percent (18%) per annum until paid. If an Owner fails or refuses to pay its share of all of such costs, the other party shall be entitled to a right of contribution and shall have a lien upon the defaulting Owner's Unit and may prepare a written notice of lien setting forth the amount of the such costs, and identifying the Unit upon which the costs in question were incurred and the name of the Owner thereof. The lien for such costs shall attach to the Unit upon recordation of the notice of lien in the official records of Blaine County, Idaho and may be recorded and foreclosed in accordance with the Act under Idaho Code §55-1518, or as otherwise provided by law. Such lien shall be prior to any declaration of homestead recorded after the recording of this Declaration. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or otherwise satisfied, a further notice releasing the lien shall be recorded.

9.5 Residential Use

Units shall be used for residential purposes only, subject to Section 9.6 herein. Nothing in this Declaration shall prevent an Owner from leasing or renting his or her Unit or a portion of his or her Unit in compliance with Section 9.9. No part of the Project shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, sorting, vending, or such other non-residential purpose. Professional home-office oriented business activities are permitted as long as the Property is not used for deliveries of materials and such use is authorized under the local jurisdiction land use laws.

9.6 Neglect

No Unit or Common Area or portions thereof shall be neglected or permitted to fall into an unsightly, displeasing or unattractive state, or permitted to be overgrown with or strewn with rubbish. The Association shall have the power and shall be authorized at its discretion and at the request of any other Owners in such properties, to remove or to take any other action upon the Property to remove rubbish, garbage, or such other unsightliness without responsibility or liability to the complaining Owners, and at the expense of the failing or neglecting Owners.

9.7 Garbage and Refuse Disposal

No Unit, Common Area, Improvement in the Common Area, or portion of any of the foregoing, included within these properties shall be used or maintained as a dumping ground for rubbish. No machinery, appliances, equipment or unsightly materials will be used or stored in or around any Unit. Trash, garbage, and other waste materials shall be deposited only in dumpsters meeting the requirements of the sanitation ordinances of the City of Ketchum, and the regulations of the State of Idaho health authorities. The Association shall determine the locations of all dumpsters to be located on the Property.

9.8 Temporary Structures

No structure of a temporary character shall be allowed on the Property at any time, including but not limited to a trailer as lodging, shack, shed or other outbuilding.

9.9 Leasing of Units

The Owners of the respective Units shall have absolute right to rent or lease any Unit in part or in total. However, any such rental or lease shall be subject to the covenants and conditions of this Declaration and any rules and regulations made by the Association, which are required to be part of any lease or rental agreement. Any breach of these covenants and conditions or of these rules and regulations shall constitute a default under the lease.

9.10 Compliance

Owners agree that they will not use or suffer or permit any person or persons, including without limitation, tenants or lessees, to use the Units or any part thereof for any use or purpose in violation of any federal, state or local laws, rules, ordinances, regulations, including without limitation this Declaration, the Bylaws and Articles.

9.11 Common Areas

Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the Common Areas. The Common Areas shall be used only for the purposes for which they are intended, i.e., the furnishing of services and facilities for the enjoyment of the Units. There shall be no obstructions of the Common area nor shall anything be stored on any part of the Common area without the prior written consent of the Association. Owners shall not alter any part of the Common Area without prior written approval to the Board.

9.12 No Nuisance

No use or practice shall be permitted on the Property that is a source of annoyance to the residents or that interferes with the peaceful possession and proper use of the Project by its Owners. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate nor any fire hazard to exist. No Owner shall permit any use of its Unit or of the Common Areas or any Improvements therein that will increase the rate of insurance upon the Property. No immoral, improper, offensive, or unlawful use shall be made of any part of the Property. Nothing shall be done on or within the Project that may be or may become an annoyance or nuisance to the residents of the Project, or that in any way interferes with the quiet enjoyment of occupants of the Units.

9.13 Window Treatments

All window treatments which are visible from the exterior of a Building shall not cause any Building to be unsightly and shall be in compliance with the Rules and Regulations.

9.14 Signs

The Association shall determine the use of any monument signs on the Project, no signs or advertisements shall be displayed on or from any Unit or the Common Area without the written approval of the Board, except for a "for sale" sign, pursuant to the Rules and Regulations.

9.15 Parking

The access and parking areas of the Common Area shall only be used for operating and parking vehicles by the Owners and their tenants, employees, guests and invitees. All parking in the Common Area shall be on a first come, first serve basis. Vehicles must be parked in compliance with the Rules and Regulations of the Association.

9.16 Animals

No livestock, wild birds, fowl, poultry, or other animals, other than generally recognized house pets, shall be maintained in the Project and then only if such house pets are kept or raised solely as domestic pets (and not for commercial purposes) within a Unit. No more than one (1) dog may occupy any Unit regardless of size or weight. No pet or other animal shall be allowed to make an unreasonable amount of noise, cause an odor, or to become a nuisance. All dogs or other house pets permitted hereunder and capable of being walked on a leash shall be kept on a leash not to exceed six (6) feet in length when outside a Unit, and all pets shall be directly under control or direction at all times. No Owner, tenant, or their respective invitees, employees, agents or any other person shall permit any such pet being kept in the Unit to relieve itself on any portion of the Common Area; it being understood that it shall be the responsibility of such person to immediately remove any pet

droppings. No structure for the care, housing, confinement, or training of any animal or pet shall be maintained on any portion of the Common Area. Upon the written request of any Owner, tenant, or their respective invitees, the Board of Directors shall determine whether, for the purposes of this Section, a particular animal or bird is a generally recognized house pet, a nuisance, or whether the number of pets in any Unit is reasonable. The right of Owners, tenants and their invitees, employees or agents to maintain house pets in or on the Project pursuant to this Section is expressly subject to the right of the Board to adopt Rules prospectively further restricting the type and/or size and/or number of pets which may be maintained or kept in the Units.

9.17 Non Smoking Property

There shall be no smoking within the Units or the Buildings or within thirty-five (35) feet of the Units or the Buildings or any entrance thereto.

9.18 Recreational & Commercial Vehicles - Use & Parking

No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living area while located on the Property. Parking of boats, trailers, campers, motor homes, commercial vehicle, and derelict vehicles of any kind on the Property is not permitted.

9.19 Fences

No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Project, except that that are installed in accordance with the original construction or subsequent remodeling of the Project, or as authorized by the Board.

9.20 No Partition

Idaho Code Section 55-1511(c) shall have no application to the Project. A Unit shall not be partitioned as between Persons having an interest therein, but if grounds for such partition exist at law or in equity, the Unit shall be sold as a Unit and the proceeds divided in accordance with law.

9.21 Communication

All Owners hereby agree to communicate with the Board or Property Manager on matters relating to the operations, business and affairs of the Association, including but not limited to matters related to the operation, maintenance and repair of the Common Area. If a property manager has been hired by the Association, each Owner hereby agrees to communicate directly with the property manager as a first point of contact. If an issue cannot be resolved by the property manager, the Owner may communicate with the Board of the Association.

Article 10. ARCHITECTURAL CONTROL

10.1 Architectural Control

No Improvement or landscaping shall be commenced, built, constructed, placed, or maintained upon any Unit, nor shall any exterior addition, change or alteration of any existing Improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Board may require, shall have been submitted to and approved in writing by the Board as to the harmony of the external design and

location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. The Board may delegate all of its rights and duties set forth in this Article pertaining to architectural control to an architectural review committee established by the Board.

10.2 Design Requirements

The exterior surfaces of each Unit and Building shall have such colors pre-approved by the Board. No fences will be allowed other than those constructed and/or approved by the Board.

10.3 Discretion of the Board

The Board shall have the right to refuse to approve any design, plan or color for Improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing on such design, the Board shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Board may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from the adjacent or neighboring property, and any and all other factors which, in the Board's opinion, shall affect the desirability of such proposed Improvement, structure or alteration. Actual construction shall comply with the plans and specifications approved. Notwithstanding the foregoing, Owners shall maintain the right to present any alteration to the entire Association for approval thereof by a vote of seventy-five (75%) percent of Owners in person or by proxy.

10.4 Rules

The Board is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Board deems appropriate and in keeping with the spirit of due process of law. The Board is further hereby empowered to adopt such rules and regulations as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations may be amended from time to time, in the sole discretion of the Board. The failure of the Board to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of Board's discretion, it being the intent of this Declaration to provide the Board with as broad discretion as is permissible under the law.

10.5 Fees; Infractions for Non-Compliance

The Board may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each Owner submitting plans and specifications for approval. Any fee shall directly correlate to actual costs to the Association in having professionals (engineers, surveyors) review any proposal. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Board for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required. Subject to the provisions of Section 8.5, the Board may impose Infraction Assessments for the failure to pay any fees imposed in connection with the architectural review process. Further, subject to the provisions of Section 8.5, the Board may

impose Infraction Assessments for the failure of an Owner, or its contractors, employees or agents to comply with any Board approved plan, drawing, or specification submitted by an Owner.

10.6 Waivers

The approval of any plans, drawings or specifications for any Improvement, or alteration, or for any matter requiring the approval of the Board, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

10.7 Non-Liability of Board Members

Neither the Board nor any member thereof, nor its duly authorized Property Manager or Board representative shall be liable to any Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Board's duties hereunder, unless due to the willful misconduct or bad faith of the Board or a member thereof. The Board shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Project generally. The Board shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

10.8 Remedies Limited to Association Only

The Association shall have the exclusive right and power to enforce the provisions of this Article 10, and no Owner, or anyone claiming by or through an Owner, shall have the right to enforce the provisions of this Article 10 except through the Association.

Article 11. INSURANCE

11.1 Types of Insurance

The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time. The Association may secure and maintain at all times the following insurance and bond coverage:

11.1.1 Fire and Extended Coverage Insurance

The Association shall obtain and maintain a master or blanket policy of fire and extended insurance for the full insurable value of the Improvements within the Project based upon replacement cost of the Project as originally constructed and the personal property of the Association. If reasonably available, as determined by the Board, endorsements for the following, without limitation, shall be obtained: an increased cost of construction endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction

and a decision not to rebuild, all in amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost). The policy shall name as the insured the Association and the Owners, and all mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee described hereinafter.

11.1.2 Owners' Insurance

Owners may obtain additional insurance upon their Units, at their own expense, in addition to the coverage carried by the Association. It shall be each Owner's responsibility to obtain insurance coverage for personal property and improvements located within a Unit unless the Board elects to cover Owners' improvements pursuant to Article 10 and for personal liability for occurrences within or appurtenant to a Unit and also for alternative living expense in the event of fire or other casualty, and the Association shall have no responsibility for obtaining such coverages. Similarly, upon request, an Owner shall be supplied with a copy of the insurance policies carried by the Association, and each Owner shall be entitled to obtain, if available and at such Owner's expense, additional insurance to cover any risk which such Owner deems are not adequately covered by the Association's policies. The Association and all Owners shall use best efforts to obtain property and liability insurance containing appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Owners and the Association.

11.1.3 Liability Insurance

The Association shall obtain and maintain obtain comprehensive public liability insurance policy insuring the Association, any Property Manager, and the Owners and occupants of the Units, and their respective family members, guests, invitees, and the agents and employees of each against any liability incident to the ownership or use of the Common Area, and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limited of such insurance shall not be less than One Million Dollars (\$1,000,000) covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. In addition, the insurance policy shall include coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others and all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. The foregoing liability insurance coverage with respect to individual Owners shall apply only for liability arising out of the operation, maintenance and use or occupancy of the Units which is not reserved for that Owner's exclusive use or occupancy, and Owners shall be responsible for supplemental liability coverage pursuant to Section 11.1.2 above.

11.1.4 Board Errors and Omissions Insurance

The Association may obtain liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of any committees as may be appointed from time to time by the Board, in such amount as may be reasonable in the premises.

11.1.5 Workman's Compensation Insurance

The Association may purchase workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

11.1.6 Fidelity Insurance

The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the Property, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

11.1.7 Other Insurance

The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Property, including any personal property of the Association located thereof.

11.2 Insurance Provisions

The following additional provisions shall apply with respect to all insurance policies obtained by the Association:

11.2.1 Insurance secured and maintained by Association shall not be brought into contribution with insurance held by the individual Owners or their Mortgagees.

11.2.2 The named insured under the policies referred to in Section 11.1 shall be the Association, as trustee for each of the Owners. The insurance proceeds may be made payable to any trustee with which the Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. Subject to the provisions of Article 12, the proceeds must be distributed first for the repair or restoration of the damaged property, and the Owners and mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored. Each Owner appoints the Association, or any insurance trustee or successor trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performances of all other acts necessary to accomplish such purposes, including without limitation the full right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise.

11.2.3 Each policy of insurance obtained by the Association shall, if possible, provide a waiver of the insurer's subrogation rights with respect to the Association, the Owners and their respective owners, officers, servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any other insurance clause therein shall not apply with respect to insurance held individually by the Owners.

11.2.4 All policies shall be written by a company licensed to write insurance in the State of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.

Article 12. DAMAGE OR DESTRUCTION

12.1 Association as Attorney in Fact

Each and every Owner hereby irrevocably constitutes and appoints the Association as its true and lawful attorney-in-fact in its name, place, and stead for the purpose of dealing with the Improvements on the Units and the Common Area upon damage or destruction as provided in this Section or a complete or partial taking as provided in the next Section below. Acceptance by any grantee of a deed or other instrument of conveyance from any Owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted herein to the Association as attorney-in-fact.

12.2 Estimate of Damages or Destruction

As soon as practical after an event causing damage to or destruction to any part of the Common Area and/or of the Improvements on the Property for which the Association carries insurance, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Common Area and/or Improvements so damaged or destroyed. "Repair and reconstruction" as used in this Section shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

12.3 Repair and Reconstruction

As soon as practical after obtaining estimates, Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for the Owners, Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of Association shall not be abated during any period of insurance adjustments and repair and reconstruction.

12.4 Funds for Repair and Reconstruction

The proceeds received by the Association from any property insurance shall be used for the purpose of repair and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may assess and collect in advance from all Owners a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further Assessments may be made in like manner if the amounts collected prove insufficient to complete such repair and reconstruction.

12.5 Disbursement of Funds for Repair and Reconstruction

The insurance proceeds held by the Association and the amounts received from the Special Assessments constitute a fund for the payment of the costs of repair and reconstruction after casualty.

It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction, shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as a Special Assessment to the Association under this Section or, if no Special Assessments were made, then in equal shares per Unit, first to the Mortgagees and then to the Owners, as their interests appear.

12.6 Decision Not to Rebuild

If Owners representing at least two-thirds (2/3rds) of the total allocated votes in the Association and at least two-thirds (2/3rds) of the Mortgagees (based upon one (1) vote for each Mortgage owned) of the Units agree in writing not to repair and reconstruct and no alternative Improvements are authorized, then and in that event the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by Association in a neat and attractive condition, and any remaining insurance proceeds shall be distributed in equal shares per Unit, first to the Mortgagees and then to the Owners, as their interests appear.

Article 13. CONDEMNATION

13.1 Rights of Owners

Whenever all or any part of the Common Area or Improvements on the Property shall be taken or conveyed in lieu of and under threat of condemnation by the Board acting as attorney-in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking, but the Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

13.2 Condemnation; Distribution of Award; Reconstruction

The award made for such partial or complete taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

13.2.1 Complete Taking

In the event that all of the Buildings and Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime pursuant hereto shall terminate. The condemnation award shall be apportioned equally among the Owners, provided that if a standard different from the value of the Units as a whole is employed to measure the condemnation award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the same of the condemnation award to which each Owner is entitled and pay such amounts as soon as practicable.

13.2.2 Partial Taking

In the event that less than all of the Buildings and Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime hereunder shall not terminate. Unless within sixty (60) days after such taking Owners representing

at least two-thirds (2/3rds) of the Members shall otherwise agree, the Association shall restore or replace such Improvements so taken on the remaining land included in the Common Area, to the extent lands are available therefor, in accordance with plans approved by the Board. If such Improvements are to be repaired or restored, the provisions in the Section above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If there is a decision not to restore or replace such Improvements, then each Owner shall be entitled to a share of the condemnation award to be determined in the following manner: As soon as practical the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the Owners as follows:

13.2.2.1 Allocation to Common Area

The total amount allocated to taking of or injury to the Common Areas shall be apportioned according to each Owner's Ownership Percentage.

13.2.2.2 Allocation to Units

The total amount allocated to severance damages shall be apportioned to those Units that were taken or condemned as follows: (i) the respective amounts allocated to the taking of or injury to a particular Unit shall be apportioned to the particular Unit involved; and (ii) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable.

Article 14. ANNEXATION

Additional property may be annexed to the Property with the consent of at least two-thirds (2/3rds) of the Members. By approval of this Declaration, the Owners hereby approve and consent to the annexing the Adjacent Property to the Platted Property by way of a lot line adjustment and recording of a Lot Line Shift Plat to include the Adjacent Property within the Platted Property as part of Lot 28 as Common Area.

Article 15. AMENDMENT

15.1 By Association

Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing a two-thirds (2/3rds) of the voting power of the Association, and such amendment shall be effective upon its recordation with the Blaine County Recorder. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property, but shall not prohibit or unreasonably interfere with the allowed uses of the Units which existed prior to the said amendment.

15.2 Effect of Amendment

Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective Units, notwithstanding that such Owners may not have voted for or consented to such amendment, and as to all Mortgagees and other holders of a lien or security interest in any portion of the Project.

15.3 Mortgage Protection

Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of a Mortgagee under a Mortgage made in good faith and for value, and recorded prior to the recordation of such amendment; provided, however, that the foreclosure of any such Mortgage shall not affect the validity or enforceability of this Declaration, as amended.

Article 16. MISCELLANEOUS

16.1 Notices

Any notices, consents, approvals, and other communications ("Notices") which may be permitted or required as provided herein shall be properly given if made in writing and sent by (a) hand delivery, or (b) by a nationally recognized overnight delivery service (such as Federal Express or UPS) for next business day delivery, or (c) by United States mail with postage prepaid for certified or registered mail, return receipt requested (d) by facsimile or email, provided a copy thereof is thereafter sent in accordance with (a) or (b) or (c) above with all postage, delivery and other charges paid by sender. Notices delivered by (i) hand shall be deemed received upon actual delivery, (ii) by overnight delivery service shall be deemed received on the next business day, (iii) by United States mail on the date of the postmark on the return receipt, and (iii) by facsimile or email, on the date the sender receives either electronic or verbal or other acknowledgment of receipt, without regard to when a copy is delivered by any other manner. Impossibility of delivery by a particular means shall be deemed effective delivery on the date said delivery was attempted provided that the delivering party thereafter diligently pursues actual delivery by the same or other means. All Notices shall be addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this Section.

16.2 Enforcement and Non-Waiver

16.2.1 Right of Enforcement

Except as otherwise provided herein, any Owner of any Unit or the Association shall have the right to enforce any or all of the provisions hereof against any property within the Project and Owners thereof.

16.2.2 Violations and Nuisances

The failure of any Owner of a Unit to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in the Association or any Owner for recovery of damages or for negative or

affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

16.2.3 Violation of Law

Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

16.3 Remedies Cumulative

Each remedy provided herein is cumulative and not exclusive.

16.4 Non-Waiver

The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

16.5 Interpretation

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. All Recitals referenced in Article I are hereby deemed part of this Declaration and are included within the terms of this Declaration. All exhibits attached here are incorporated herein as if set forth in full herein. However, in the event of any conflict between such exhibits and the text of this Declaration, this Declaration shall control. This Declaration shall be construed and governed under the laws of the State of Idaho.

16.6 Restrictions Construed Together

All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Project as set forth in the recitals of this Declaration.

16.7 Restrictions Severable

Notwithstanding the provisions of the foregoing Section, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

16.8 Singular Includes Plural

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each including the masculine, feminine and neuter.

16.9 Captions

All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

16.10 Successors and Assigns

All references herein to Owners, Association or Person shall be construed to include all successors, assigns, partners, and authorized agents of such Owners, Association or Person.

16.11 Written Approval Required

In each instance where the approval of the Association, the Board or any governmental or other authority is required herein, "approval" shall mean the prior written approval of such Person.

16.12 Effective Date

This Declaration shall take effect upon recording of it in the official records of Blaine County, Idaho.

Secretary's Certificate


I, Ken Nelson, am the duly elected and acting Secretary of the Trail View Owners Association, Inc., now known as the Alpine Villa Owners Association, Inc., an Idaho nonprofit corporation. I hereby certify that there are presently 26 Owners in the Association entitled to vote. A total of ~~23~~ 23 of the 26 Owners, representing at least sixty-six percent (66%) (as required under the Article VIII, Section 3 of 2005 Declarations, as amended) of the Owners to which the votes in the Association are allocated, voted to amend and restate the Declaration as set forth above pursuant to that "Written Ballot" prepared and delivered to all Owners in accordance with Idaho Code Section 30-3-53. The Amendment was duly adopted.

Trail View Owners Association, Inc., now known as Alpine Villa Owners Association, Inc.

By: 
Ken Nelson, Its Secretary

IN WITNESS WHEREOF, the undersigned has executed the foregoing document effective as of the date of recording in the official records of Blaine County, Idaho, and certifies that the Declaration was duly adopted.

Trail View Owners Association, Inc., now known as Alpine Villa Owners Association, Inc.

By: 
Elizabeth C. Grinstead, Its President

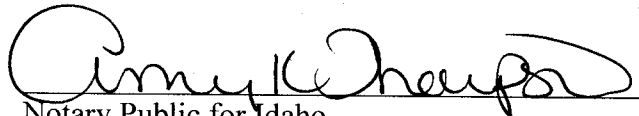
STATE OF IDAHO)

)ss.

County of Blaine)

On the 12 day of February, 2015, before me the undersigned, a notary public in and for said State, personally appeared Ken Nelson and Elizabeth C. Grinstead, known or identified to me to be the Secretary and President, respectively of Trail View Owners Association, Inc., now known as Alpine Villa Owners Association, Inc., an Idaho non-profit corporation, and persons who subscribed said their names to the foregoing instrument, and acknowledged to me that they executed the same in such stated capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho

Residing at: Bellevue ID

My Commission Expires: 5-7-19

(seal)



EXHIBIT A LEGAL DESCRIPTION OF THE PLATTED PROPERTY

A portion of the west one-half ($W_{1/2}$) of Block 81, City of Ketchum, Blaine County, Idaho including Units 1 through 25 and Lot 28 as shown on the plat of Alpine Villa Townhouses, recorded as Instrument No. 152353 in the official records of Blaine County, Idaho, and Unit 26A as shown on the plat of Unit 26A Alpine Villa Townhouses recorded as Instrument No. 449055 in the official records of Blaine County, Idaho, containing 41,626 square feet, more or less.

EXHIBIT A-1 LEGAL DESCRIPTION OF ADJACENT PROPERTY

The portion of Block 81, City of Ketchum, Blaine County, Idaho, that was acquired by the Alpine Villa Homeowners Association, Inc. (now known as Alpine Villa Owners Association, Inc.) by Order of Judgment Upon Jury Verdict, Case No. 7231, recorded as Instrument No 196684, on September 7, 1979, and being more particularly described as follows:

Commencing at a 5/8" rebar marking the intersection of the centerline of River Street (80' ROW) and the centerline of Third Avenue (80' ROW) and proceeding South $89^{\circ}23'26''$ East, 56.57 feet to the northwest corner of said Block 81, also being the Point of Beginning;

Thence proceeding North $45^{\circ}36'53''$ East, 65.02 feet along the southerly right-of-way line of River Street;

Thence departing said right-of-way line, South $44^{\circ}23'07''$ East, 122.03 feet;

Thence South $45^{\circ}36'15''$ West, 65.00 feet to a point on the easterly right-of-way line of Third Avenue;

Thence North $44^{\circ}23'45''$ West, along said right-of-way line, 122.05 feet to the Point of Beginning.

This parcel contains 7,934 square feet, more or less.

ALPINE VILLA TOWNHOUSES

IN W1/2 BLOCK 81, ORIGINAL KETCHUM TOWNSITE
KETCHUM, BLAINE COUNTY, IDAHO

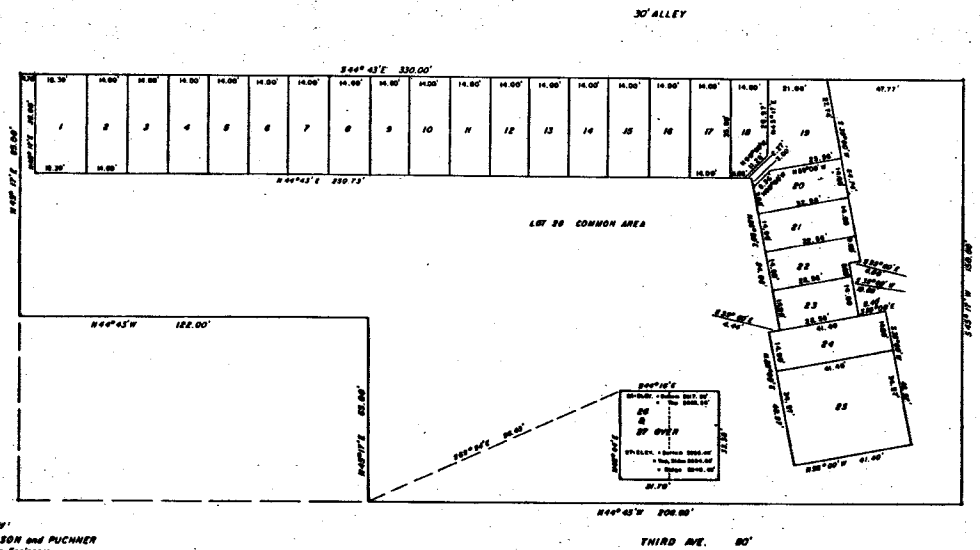
SCALE: 1" = 20'

NOTES

- Elevations are in reference to U.S.C.S. datum taken from a standard bench-mark marked ELEV. 2010.00, said monument being a brass-nip cemented in a large rock outcrop located 370 feet upstream from the old Warm Springs Bridge on the East bank of the Big Wood River.
- Horizontal planes of units 26 and 27 are the top of finished floors and bottom of finished ceilings.
- Vertical planes of units 26 and 27 are the interior sides of the walls.

LEGEND

- 5/8" @ 30" Rebar set.
- - - - - Roadway

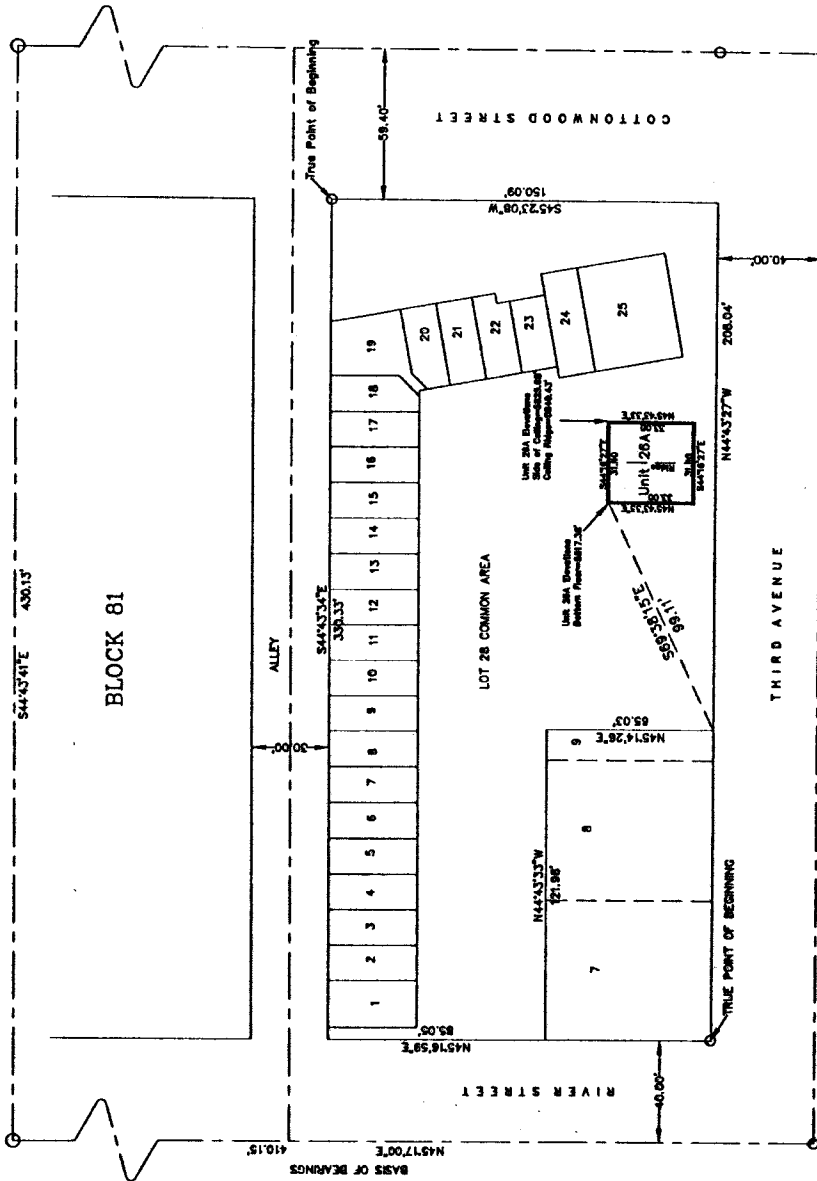


Prepared by:
PATTERSON and PUCHNER
Consulting Engineers
SUN VALLEY, IDAHO

A PLAT SHOWING
UNIT 26A ALPINE VILLA TOWNHOUSES
 WHEREIN UNITS 26 (1ST FLOOR) & 27 (2ND FLOOR) ARE COMBINED TO CREATE CONDOMINIUM UNIT 26A
 LOCATED WITHIN

SECTION 18, T.4 N., R. 18 E., B.M., BLOCK 81, KETCHUM ORIGINAL TOWNSITE, CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 MARCH 2001

GRAPHIC SCALE



- LEGEND**
- Found 5/8" Rebar ○
 - Found 1/2" Rebar ◊
 - Boundary Line ———
 - Centerline - - - - -

NOTES

- 1.) Vertical Pines of Unit 26A are the top of the finished floor and bottom of the finished ceiling.
- 2.) Vertical Pines of Unit 26B are the interior side of the wall.
- 3.) Dimensions are in reference to U.S.C.S. datum taken from a standard bench-mark marked ELEV. 5019.00, said monument being a brass-cop cemented to a large outcrop located 570 feet upstream from the old Warm Springs Bridge on the East bank of the Big Wood River.



RICHARD D. FOSBURY, L.S. 3621

UNIT 26A ALPINE VILLA TOWNHOUSES
 GALAXIA ENGINEERING, INC.
 KETCHUM, IDAHO
 SHEET 1 OF 2

Job No. 5383

HEALTH CERTIFICATE: Sanitary restrictions as required by Health Code Title 59, Ch. 13, have been satisfied. Sanitary restrictions are hereby terminated with this Certificate of Disapproval.
 3-19-2001
 Date

Robert V. [Signature]
 South Central District Health Dept., DHS

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners in fee simple of the following described parcel of land: A parcel of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Units 26 & 27 Alpine Villa Townhouses Block 81, Ketchum Townsite

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water services from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat. Protective Covenants, Conditions, and Restrictions governing this plat are recorded under Instrument Number 152747, Records of Blaine County, Idaho.

It is the intent of the owners to hereby include said land in this plat.

Bruce Emer
Bruce Emer

ACKNOWLEDGMENT

STATE OF Idaho } as
COUNTY OF Blaine }
On this 7th day of March, 2001, before me, a Notary Public in and for said State, personally appeared Bruce Emer, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Catherine Wilson
Notary Public in and for said State
Residing in Blaine
My Commission Expires April

SURVEYOR'S CERTIFICATE

I, Richard D. Fosbury, a duly licensed Land Surveyor in the State of Idaho, do hereby certify that the foregoing plat is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



BLAINE COUNTY SURVEYOR'S APPROVAL

I, Jim W. Koontze, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Jim W. Koontze
Blaine County Surveyor

KETCHUM CITY ENGINEER'S APPROVAL

The foregoing plat was approved by DATE CASE, City Engineer for the City of Ketchum on this 5th day of MARCH, 2001.

DATE CASE
City Engineer



KETCHUM CITY COUNCIL'S APPROVAL

The foregoing plat was approved by the City Council of Ketchum on this 5th day of March, 2001.

DATE CASE
City Clerk

BLAINE COUNTY TREASURER'S APPROVAL

The taxes on the foregoing parcel of land have been paid to this date and this plat is hereby approved this 19th day of MARCH, 2001.

Wicki L. Wick by B. David
Blaine County Treasurer

BLAINE COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } ss
COUNTY OF BLAINE }

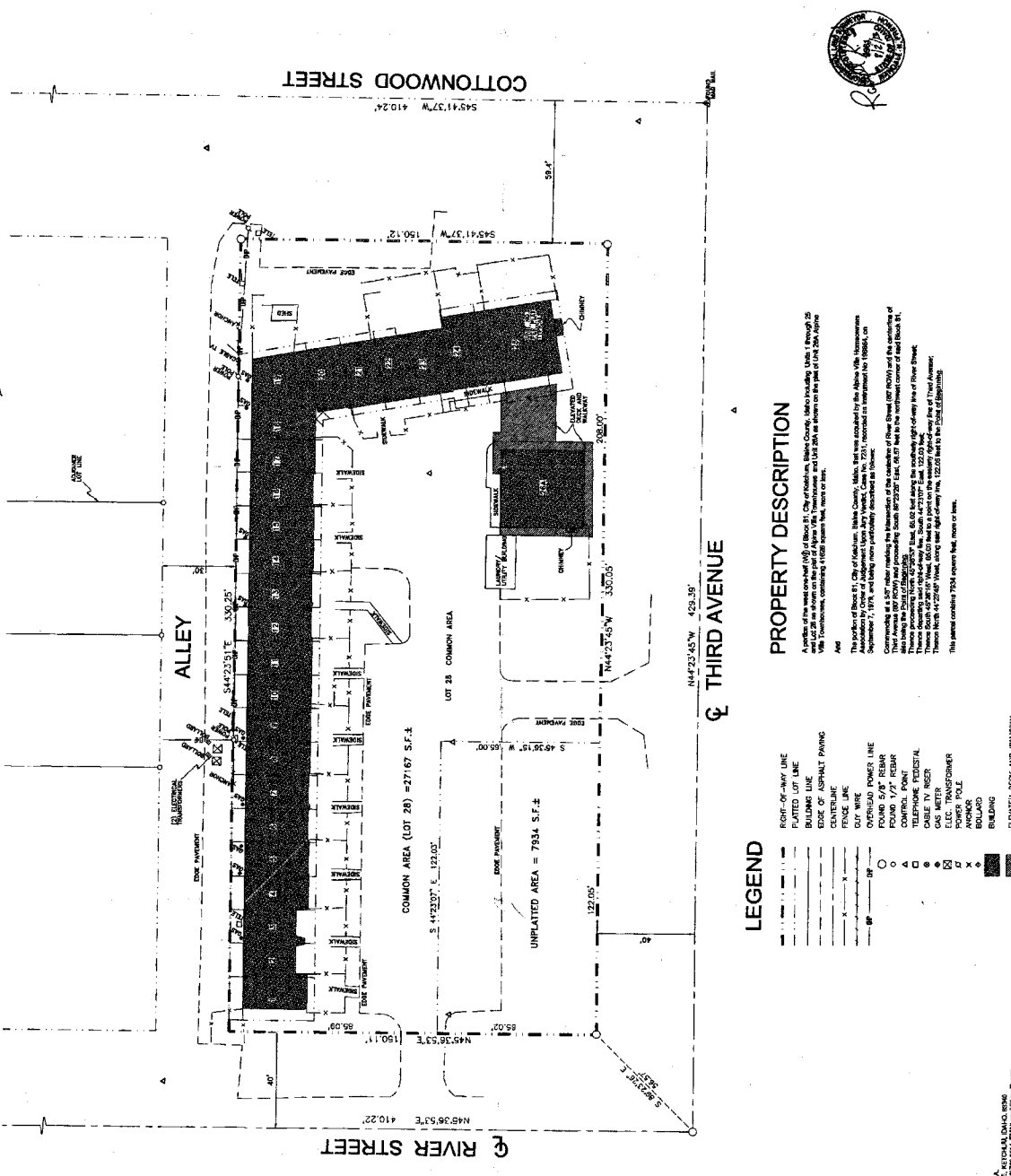
This is to certify that the foregoing plat was filed in the office of the Recorder of Blaine County, Idaho on this 7th day of March, 2001, at 11:00 A.M., and duly recorded under instrument Number _____.

Instrument # 448085
Book 27, Page 100
Recorded for: BLAINE ENGINEERING, INC.
Blaine County Recorder
Blaine, Idaho

Ex-officio Recorder

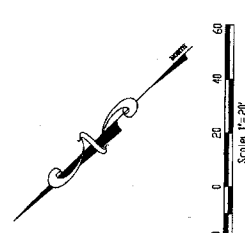
Units 26 & 27 Alpine Villa Townhouses

Blaine Engineering, Inc.
Ketchum, Idaho
Sheet 2 of 2
Job No. 5283



NOTES

1. THIS MAP WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF BENCHMARK ASSOCIATES, P.A.
2. ELECTRONIC DATA, BENCHMARK ASSOCIATES ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF THE DATA PROVIDED TO THEM BY THE CLIENT OR FOR THE RESULTS OF ANY ELECTRONIC COPY OF THIS DRAWING. THE STAMPED AND ORIGINAL DRAWING AND ALL OTHERS OF THIS DRAWING ARE THE ONLY VALID AND AUTHENTICATED VERSIONS OF THIS DRAWING. ANY OTHER COPY SHALL BE INTERPRETED BY BENCHMARK ASSOCIATES ONLY.
3. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF BENCHMARK ASSOCIATES, P.A. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF BENCHMARK ASSOCIATES, P.A.
4. BENCHMARK ASSOCIATES, P.A. ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF THE DATA PROVIDED TO THEM BY THE CLIENT OR FOR THE RESULTS OF ANY ELECTRONIC COPY OF THIS DRAWING. THE STAMPED AND ORIGINAL DRAWING AND ALL OTHERS OF THIS DRAWING ARE THE ONLY VALID AND AUTHENTICATED VERSIONS OF THIS DRAWING. ANY OTHER COPY SHALL BE INTERPRETED BY BENCHMARK ASSOCIATES ONLY.
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6. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF BENCHMARK ASSOCIATES, P.A. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF BENCHMARK ASSOCIATES, P.A.
7. UTILITIES AND DRAIN PIPES SHOWN HEREON ARE PER SURFACE EVIDENCE ONLY. THE LOCATION AND DEPTH OF SUCH UTILITIES AND DRAIN PIPES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
8. BOLLARD WALLS SHOWN HEREON ARE OUTSIDE FOOT OF BUILDING IN LEASING COMMONS INTERIOR.
9. BOLLARD WALLS SHOWN HEREON ARE OUTSIDE FOOT OF BUILDING IN LEASING COMMONS INTERIOR.
10. BOLLARD WALLS SHOWN HEREON ARE OUTSIDE FOOT OF BUILDING IN LEASING COMMONS INTERIOR.



COMMON AREA (LOT 28) = 27167 S.F.#
 UNPLATED AREA = 7934 S.F.#
 TOTAL AREA = 44660 S.F.#

PROPERTY DESCRIPTION

A portion of the west quarter (1/4) of Block 81, City of Madison, Blaine County, Idaho including Units 1 through 28 and the Common Area, located in the County of Blaine, Idaho, together with the easements and interests therein on the parcel of 1/4 Sec. 25, T. 12N., R. 10E., S. 4E., Idaho State Public Lands, Blaine County, Idaho, containing 14,000 square feet, more or less.

And

The portion of Block 81, City of Madison, Blaine County, Idaho, but not including the Blaine State Home, Home Association for the Blind, located on the corner of the intersection of Third Avenue and Third Street, Blaine County, Idaho, together with the easements and interests therein on the parcel of 1/4 Sec. 25, T. 12N., R. 10E., S. 4E., Idaho State Public Lands, Blaine County, Idaho, containing 14,000 square feet, more or less.

LEGEND

- RIGHT-OF-WAY LINE
- PLATED LOT LINE
- BUILDING LINE
- EDGE OF ASPHALT PAVING
- CENTERLINE
- FENCE LINE
- OPENED POWER LINE
- FOUND 5/8" REBAR
- FOUND 1/2" REBAR
- CONTROL POINT
- CONTROL POINT
- CABLE IN RECESS
- GAS METER
- ELEC. TRANSFORMER
- ANCHOR
- BOLLARD
- ELEVATED DECK AND WALKWAY

BENCHMARK ASSOCIATES, P.A.
 11100 N. 40th Street, Suite 100
 Boise, Idaho 83713
 TEL: (208) 333-2828
 FAX: (208) 333-2829
 WWW: www.benchmarkassociates.com

ALPINE VILLA TOWNHOUSES
 LOCATED WITHIN
 SECTION 16, T. 13N., R. 10E., S. 4E.
 CITY OF BOISE, BLAINE COUNTY, IDAHO
 PREPARED FOR: TRAIL VIEW HOA.
 DRAWN BY: BJOEAL
 DATE: 10/20/2012

REQUIRED DATE: 10/20/12
 SHEET 1 OF 1

Exhibit D

SECRETARY OF STATE
STATE OF IDAHO

FILED EFFECTIVE

2015 APR -1 AM 8:37

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

TRAIL VIEW OWNERS ASSOCIATION, INC. now known as

ALPINE VILLA OWNERS ASSOCIATION, INC.

An Idaho Nonprofit Corporation

IDAHO SECRETARY OF STATE
04/01/2015 05:00
JK:19246 CT:308391 BH:1468829
@ 30.00 = 30.00 NON PROF A #3

KNOW ALL PERSONS BY THESE PRESENTS that Ken Nelson, being over the age of eighteen (18) years, and for the purposes of amending and restating the Articles of Incorporation of Trail View Owners Association, Inc, now known as Alpine Villa Owners Association, Inc., a non-profit corporation under the Idaho Nonprofit Corporation Act, hereby certifies and adopts the following articles of incorporation in the place and stead of all of the prior Articles of Incorporation and the Articles of Amendment to the Articles of Incorporation heretofore filed with the Idaho Secretary of State.

ARTICLE I. NAME

The name of the corporation (hereinafter referred to as the "Association") is to be now known as Alpine Villa Owners Association, Inc. It was formerly known as the Trail View Owners Association, Inc.

ARTICLE II. DURATION

The duration of the Association shall be perpetual.

ARTICLE III. NON-PROFIT

The Association shall be a nonprofit, membership corporation.

ARTICLE IV. PURPOSES AND POWERS

The Association is not organized for profit, and no part of its gains or earnings shall inure to its members. The specific primary purposes for which the Association is formed is to serve as the management body, as defined in the Condominium Property Act, Idaho Code §§55-1501, et. seq., for and to administer the residential condominium project known as Alpine Villa Townhouses, located in the City of Ketchum, County of Blaine, State of Idaho (hereinafter referred to as the "Project") and any additions thereto, and to promote the health, safety and welfare of the owners of condominiums in the Project. Any additions to the Project may be brought within the jurisdiction of the Association in accordance with the Association's Bylaws and any condominium declaration of the Project, as such declaration may be amended from time to time (collectively, the "Declaration").

In furtherance of the foregoing purposes, and subject to such conditions as may be required by applicable law, the Declaration, or the Association's Bylaws, the Association shall have the powers to:

C48791

- (a) Exercise all powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, the Bylaws, and the Condominium Property Act, and/or other applicable law;
- (b) Fix, levy, collect, and enforce assessments and fines in a fair and equitable fashion, and secure the payment of assessments and fines through liens upon real property as allowed under applicable law;
- (c) Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes or governmental charges levied or imposed against the Association's property;
- (d) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, exchange, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (e) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred; and
- (f) Have and exercise any and all powers, rights and privileges which a corporation organized under the Idaho Nonprofit Corporation Act may by law now or hereafter have or exercise, subject only to limitations contained in the Declaration and the Association's Bylaws.

ARTICLE V. MEMBERSHIP

Membership shall be appurtenant to and may not be separated from ownership of a Unit (as defined in the Declarations) of the Project. Every owner of a fee simple interest of record of any Unit of the Project and every seller under an executory contract of sale of any Unit in the Project shall be a member of the Association; provided, however, that any party having an interest in the Project or any portion thereof merely as security for the performance of an obligation shall not be a member of the Association.

ARTICLE VI. BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors (collectively, the "Board"). The Board shall consist of no fewer than three (3) persons, nor more than five (5) persons. The current names and addresses of the persons comprising the Board are:

- (1) James Clay
P.O. Box 2962, Ketchum, ID 83340
- (2) Robert Korb II
P.O. Box 2962, Ketchum, ID 83340
- (3) Joann Hopkins
P.O. Box 2962, Ketchum, ID 83340

ARTICLE VII. REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is: c/o Boulder Mountain Property Management, 12 E. Bullion Street Suite B-1, Hailey, Idaho 83333, and the name of the Association's registered agent at such address is: Sheri Thomas.

ARTICLE VIII. ASSOCIATION'S BUSINESS ADDRESS

The mailing address of the Association shall be: P.O. Box 2962, Ketchum, Idaho 83340.

ARTICLE IX. ASSESSMENTS

Each Member shall be liable for the payment of assessments pursuant to the Declaration and as may be set forth in the Bylaws.

ARTICLE X. DISSOLUTION

The Association may be dissolved as provided by law. In the event of dissolution, liquidation, or winding up of the Association (collectively, "**Dissolution**"), none of the property or proceeds of the Association shall be distributed to or divided among any members of the Association or inure to the benefit of any individual. After all liabilities and obligations of the Association have been paid and discharged, all remaining property and assets of the Association shall be distributed as follows:

(a) Pursuant to a plan of distribution adopted as provided by the Idaho Nonprofit Corporation Act, as the same exists at the time of Dissolution; or

(b) If there is no appropriate plan of distribution, as a court of competent jurisdiction may direct; provided, however, that such property and assets shall be distributed only to: (i) one or more entities described in Section 501(c)(3) of the Internal Revenue Code, or (ii) an appropriate public agency to be used for purposes similar to those for which the Association was created.

ARTICLE XI. NONPROFIT LIMITATIONS

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, Directors, Officers, or other private persons, except that the Association 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. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE XII. AMENDMENT

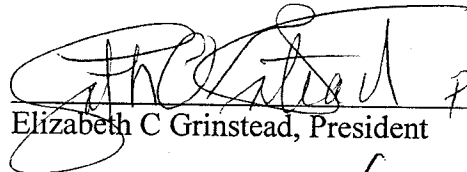
These Articles of Incorporation may be amended only by the vote or written assent of not less than two-thirds (2/3) of the Association Members entitled to vote.

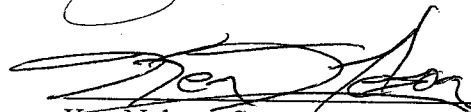
ARTICLE XIII. MEANING OF TERMS

Except as otherwise defined herein, all terms appearing herein capitalized shall have the same meanings as defined in the Declarations.

IN WITNESS WHEREOF, the undersigned, the President and Secretary of the corporation have executed these Amended and Restated Articles of Incorporation this 12 day of February, 2015, and hereby certify that these Amended and Restated Articles of Incorporation as the articles of incorporation currently in effect.

Further, the undersigned, President and Secretary of the corporation, hereby certify that there are presently 26 Members in the Association entitled to cast one vote per Unit for a total number of eligible votes of 26, all of the same class. The total number of votes assenting to these Amended and Restated Articles of Incorporation was 21. Said assenting votes were equal to at least seventy-five percent (75%) of the total votes eligible to be cast, and said number was sufficient for approval by the Members pursuant to the Articles of Incorporation effective prior to the adoption of these Amended and Restated Articles of Incorporation.

 Pres
Elizabeth C Grinstead, President

 Sec
Ken Nelson, Secretary

INDIVIDUAL ACKNOWLEDGMENT

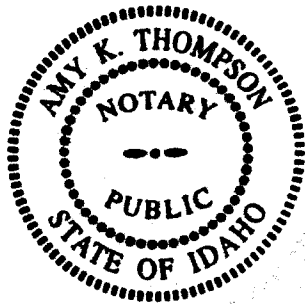
State/Commonwealth of Idaho }
County of Blaine } ss.

On this the 12 day of February, 2015, before
me, Amy K Thompson, the undersigned Notary
Public, personally appeared Ken Nelson
Name(s) of Signer(s)

- personally known to me – OR –
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



Amy K Thompson
Signature of Notary Public
Amy K Thompson Bellevue ID
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amended/Restated Articles
Document Date: 2/12/15 Number of Pages: 4
Signer(s) Other Than Named Above: Elizabeth C Constead

Right Thumbprint of Signer
Top of thumb here

INDIVIDUAL ACKNOWLEDGMENT

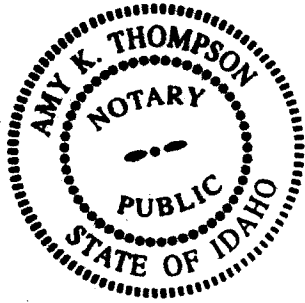
State/Commonwealth of Idaho }
County of Blaine } ss.

On this the 12 day of February, 2015, before
me, Amy K Thompson, the undersigned Notary
Public, personally appeared Elizabeth C Grinstead,
Name(s) of Signer(s)

- personally known to me - OR -
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



Amy K Thompson
Signature of Notary Public
Amy K Thompson Bellevue ID
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amended/Restated Articles
Document Date: 2/12/15 Number of Pages: 4
Signer(s) Other Than Named Above: Ken Nelson

Right Thumbprint of Signer
Top of thumb here

Exhibit E

Instrument # 625736
HAILEY, BLAINE, IDAHO
4-8-2015 03:24:00 PM No. of Pages: 15
Recorded for : ALPINE VILLA OWNERS ASSOC, INC
JOLYNN DRAGE Fee: 52.00
Ex-Officio Recorder Deputy
Index to: AMENDED COVENANTS & RESTRICTIONS

mpp

**AMENDED AND RESTATED BYLAWS
OF
ALPINE VILLA OWNERS ASSOCIATION, INC.,**

an Idaho Non-Profit Corporation

Formerly known as the Trail View Owners Association, Inc.

Article 1. GENERAL PLAN OF OWNERSHIP

1.1 Name and Offices. The name of the corporation is the ALPINE VILLA OWNERS ASSOCIATION, INC., an Idaho non-profit corporation (the "Corporation"). The principal office of the Corporation shall be located at the property manager Sheri Thomas' office at 101 Cochise Drive, Hailey, Idaho 83333, and the mailing address is Post Office Box 2962, Ketchum, Idaho 83340. The registered agent and address is Sheri Thomas, 101 Cochise Drive, Hailey, Idaho 83333.

1.2 Bylaws Applicability. The provisions of these Amended and Restated Bylaws of the Alpine Villa Owners Association, Inc. ("Bylaws") are applicable to the Project as designated as such in the Declaration for the Alpine Villa Townhouses, recorded in the office of the County Recorder, Blaine County, Idaho, as Instrument No. 625735 (the "Declaration"). All capitalized terms not defined herein shall have the same meaning as set forth in the Declaration.

1.3 Personal Application. All present and future Owners in the Project, any other person that might use the property or facilities owned and/or managed by the Corporation in any manner, are subject to the regulations set forth in these Bylaws and in the Declaration. The mere acquisition of any Unit within the Project, or the mere act of occupancy of any Unit within the Project will signify that these Bylaws are accepted, ratified, and will be complied with.

Article 2. VOTING, QUORUM, PROXIES

2.1 Voting. In accordance with the Declaration, each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Corporation. Each Member shall have equal voting power and shall be entitled to one (1) vote for each Unit. When more than one Person holds an interest in any Unit, all such Persons shall be Members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit; in the event that there is deadlock among or between such Persons, the vote for such Unit shall not be counted. In the absence of written proxies to the contrary, the Owner present at a meeting shall cast the vote for such Unit. Fractional votes shall not be allowed.

2.2 Quorum and Voting Requirements. Except as otherwise provided in these Bylaws or the Declaration, the presence in person or by proxy of Members representing fifty percent (50%) of the total votes of the Corporation shall constitute a quorum. The Members

present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than five (5) days or more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. If a quorum is present, the affirmative vote of the Members representing fifty-one percent (51%) or more of the total voting power in the Corporation, either in person or by proxy and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater number is required by the Corporation Act, the Idaho Condominium Property Act, the Declaration, the Articles or these Bylaws.

2.3 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Corporation's secretary before the commencement of the meeting in which the proxy holder is entitled to attend. Every proxy shall be revocable at the pleasure of the Member who executed the proxy and shall automatically cease after completion of the meeting of which the proxy was filed, if filed for a particular meeting. In no event shall a proxy be valid after eleven (11) months from the date of its execution.

Article 3. ADMINISTRATION

3.1 Responsibilities. The Corporation shall have the responsibility of administering the Project, including, without limitation, the Common Area and any other real property the Corporation may own; approving the annual budget; establishing and collecting all Assessments, if any; and may arrange for the management of the same, pursuant to an agreement containing provisions relating to the duties, obligations, removal, and compensation of a manager of the Project.

3.2 Place of Meetings. Meetings of the Corporation shall be held at the Project or such other suitable place as close to the Project as practicable in Blaine County, Idaho as may be designated by the Corporation's board of directors (hereinafter "Board of Directors").

3.3 Annual Meetings. A regular annual meeting of the Members shall be held each year, with the date, time and place of meeting to be established by the Board of Directors. At each annual meeting a Board of Directors shall be elected by ballot of the Members in accordance with the requirements of these Bylaws. In the event that an annual meeting is not held, or the Directors are not elected at the annual meeting, the Directors may be elected at any special meeting held for that purpose. The Members may also transact such other business of the Corporation as may properly come before them at any such annual meeting.

3.4 Special Meetings. It shall be the duty of the Corporation's president to call a special meeting of the Corporation as directed by resolution of the Board of Directors, or upon a petition signed by Members representing one-third (1/3) of all the votes of the Corporation. The notice of all special meetings shall be given as provided in Section 3.5 of these Bylaws, and shall state the nature of the business to be undertaken. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of the Members representing fifty-one

percent (51%) or more of the total voting power in the Corporation, either in person or by proxy, and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater number is required by the Corporation Act, the Idaho Condominium Property Act, the Declaration, the Articles or these Bylaws.

3.5 Meetings by Telephone. Meetings of the Members may be held by conference telephone or by any other means of communication by which all participants can hear each other simultaneously during the meeting, and such participation shall constitute presence in person at the meeting.

3.6 Notice of Meetings. It shall be the duty of the Corporation's secretary to mail a notice of each annual or special meeting of the Corporation, stating the purpose thereof as well as the day, hour and place where such meeting is to be held, to each Member of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The notice shall comply with Idaho Code §30-3-50. The mailing of a notice, postage prepaid, in the manner provided in this Section 3.5 shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished to the Corporation's secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place on the Project, or by any other method set forth in the Declaration.

3.7 Order of Business. The order of business at all meetings shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors; (g) unfinished business; and (h) new business.

3.8 Action by Written Consent: In accordance with Idaho Code §30-3-49, any action, which under the provisions of the Idaho Nonprofit Corporation Act may be taken at a meeting of the Corporation, may also be taken without a meeting if the action is approved in writing signed by eighty percent (80%) of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Corporation's secretary. Any action so approved shall have the same effect as though taken at a meeting of the Members. The written consent may be evidenced by an email communication provided the communication clearly states the proposed action and the approval or disapproval thereof.

3.9 Action by Mailed Written Ballot or Absentee Ballot. In accordance with Idaho Code §30-3-53, any action that may be taken at any annual, regular, or special meeting of the Members may be taken without a meeting if the Corporation delivers written ballot to every Member entitled of vote on the matter. Such ballot shall set forth the proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting. All solicitations for votes written by written ballot shall conform with Idaho Code §30-3-53.

3.10 Consent of Absentees. The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if either before or after the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made part of the minutes of the meeting.

3.11 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the Corporation's president or secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

Article 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The Project, business, and affairs of the Corporation shall be governed and managed by a Board of Directors composed of not less than three (3) persons and no more than five (5) persons. The Directors shall be Members of the Corporation. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in some other capacity and receiving compensation therefor.

4.2 Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Corporation, as more fully set forth in the Declaration, and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done exclusively by the Owners.

4.3 Special Powers and Duties. Without prejudice to such foregoing general powers and duties, and such powers and duties as set forth in the Declaration, the Board of Directors is vested with, and responsible for, the following powers and duties:

4.3.1 To select, appoint and remove all officers, agents, and employees of the Corporation, to prescribe such powers and duties for them as may be consistent with law, with the Articles, the Declaration and these Bylaws; to fix their compensation, if any, and to require from them security for faithful service when deemed advisable by the Board of Directors;

4.3.2 To conduct, manage and control the affairs and business of the Corporation, including without limitation, all Common Area of the Project, and to make and enforce such rules and regulations therefor consistent with law, with the Articles, the Declaration and these Bylaws, as the Board of Directors may deem necessary or advisable;

4.3.3 To change the principal office for the transaction of the business of the Corporation from one location to another within the County of Blaine, State of Idaho, as provided in Section 1.1 hereof; to designate any place within Blaine County for the holding of any annual

or special meeting or meetings of the Corporation consistent with the provisions of Section 3.2 hereof; and to adopt and use a corporation seal and to alter the form of such seal from time to time as the Board of Directors in its sole judgment may deem best, provided that such seal shall at all times comply with the provisions of law;

4.3.4 To borrow money and to incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the Corporation's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefor; subject, however, to the limitations set forth in the Articles and the Declaration;

4.3.5 To fix and collect, from time to time, Assessments upon the Members on behalf of itself, as provided in the Declaration; such Assessments shall be fixed and levied to provide for the payment of the expenses of the Corporation; payment of the taxes and assessments upon real or personal property owned, managed, leased, controlled or occupied by the Corporation; payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property, or for the payment of any and all obligations in relation thereto; or in performing or causing to be performed any of the purposes of the Corporation for the general benefit and welfare of the Corporation's Members, in accordance with the provisions of the Declaration. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves pursuant to the Declaration. Such Assessments shall be fixed in accordance with the provisions of the Declaration. Should any Member fail to pay such Assessments before delinquency, the Board of Directors in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the Declaration;

4.3.6 To enforce the provisions of the Declaration, the Articles, these Bylaws or other agreements of the Corporation;

4.3.7 To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or corporation which is then or there organized or operated for charitable purposes, to which the assets of this Corporation may be distributed upon liquidation or dissolution according to the Articles; and

4.3.8 To adopt, amend, and repeal by majority vote of the Board of Directors, rules and regulations as to the Corporation deemed reasonable and necessary.

4.4 Election, Nomination and Term of Office. At each annual meeting, new Directors shall be elected individually by written ballot by a majority of Members present in person or by proxy at such meeting as provided in these Bylaws, subject to the Director qualifications identified in these Bylaws. Except as provided below, the term of the Directors shall be for three (3) years. In the event that an annual meeting is not held, or the Directors are not elected and/or appointed at the annual meeting, the Directors may be elected at any special meeting held for that purpose. Each Director shall hold office until a successor has been elected

or until death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected and/or reappointed as applicable, and there shall be no limitation on the number of terms during which a director may serve. It is intended for the Directors to have staggered terms so if it is necessary to increase or decrease the three (3) year term provided above to achieve a staggering of terms for the Directors, the Board has the discretion to so provide.

4.5 Books and Financial Statements. The Board of Directors shall cause to be maintained at its principal place of business all books, records, Condominium Documents and financial statements required by the Declaration.

4.6 Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected or appointed shall be a Director until a successor is elected at the next applicable annual meeting, or special meeting called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, or in the case the full number of authorized Directors are not elected at any meeting at which such election is to take place, or in the case a Director files or threatens to file a lawsuit against the Association or the Board which such filing or threat of filing shall be deemed a resignation by such Director.

4.7 Removal of Directors. Notwithstanding Idaho Code Section 30-3-70 of the Idaho Nonprofit Corporation Act, at any regular or special meeting of the Corporation, duly called, a Director, whether elected by the Members or Board, may be removed with or without cause by the affirmative vote of fifty-one percent (51%) of the total voting power in the Corporation, either in person or by proxy and entitled to vote on the subject matter at such regular or special meeting of the Association, , and a successor may then and there be elected or appointed, as the case may be, to fill the vacancy thus created provided such person is otherwise qualified under these Bylaws. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. A Director elected by the Board may be removed, with or without cause, at any regular or special meeting of the Board, duly called, by an affirmative vote of 2/3's of the Directors, either in person or by proxy, and a successor may then and there be elected or appointed as the case may be, to fill the vacancy thus created provided such person is otherwise qualified under these Bylaws.

4.8 Organization Meeting. The first regular meeting of the newly elected Board of Directors shall be held within thirty (30) days of the election of the Board of Directors, at such place as shall be fixed and announced by the Directors subsequent to said Directors' election, for the purpose of organization, election of officers, and the transaction of other business. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a quorum of the Board of Directors shall be present.

4.9 Other Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as may be fixed from time to time by resolution of the Board of

Directors. Should said meeting fall upon a legal holiday or a Saturday or Sunday, then that meeting shall be held at the same time on the next day which is not a legal holiday or a Saturday or Sunday. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, email or fax, at least three (3) days prior to the day named for such meetings, unless the time and place of such meetings is announced at the organization meeting, in which case such notice of other regular meetings shall not be required.

4.10 Special Meetings. Special meetings of the Board of Directors may be called by the president, or, if the president is absent or refuses to act, by the vice president (if any), or by any Director. At least three (3) days' notice shall be given to each Director, personally or by mail, telephone, email or fax, which notice shall state the time, place (as hereinabove provided) and the purpose of the meeting. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Corporation, and shall be deemed given, if not actually received earlier, at 5:00 o'clock p.m. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any Director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such Director, as required by law and as provided herein.

4.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be waiver of notice by that Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Corporation or made a part of the minutes of the meeting.

4.12 Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors shall be the acts of the Board of Directors.

4.13 Voting. Each Director, when acting in his or her capacity as a Director of the Board of Directors, shall have one (1) vote.

4.14 Meetings by Telephone. **Error! Bookmark not defined.** Meetings of the Directors may be held by conference telephone or by any other means of communication by which all participants can hear each other simultaneously during the meeting, and such participation shall constitute presence in person at the meeting.

4.15 Action Without Meeting. In accordance with Idaho Code §30-3-75, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the Directors. The action must be evidenced by one (1) or more written consents describing the action taken, and signed by each Director, and included in the minutes filed with the corporate records reflecting the action taken. Any action so approved shall have the same effect as though taken at a meeting of the Directors. The written consent may be evidenced by an email communication provided the communication clearly states the proposed action and the approval or disapproval thereof.

4.16 Committees. The Board of Directors, by resolution, may from time to time designate such committees as the Board of Directors shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee shall provide for the appointment of the persons to serve such committee as well as a chairperson, shall state the purpose of the committee, and shall provide for reports, termination, and other administration matters as deemed appropriate by the Board of Directors.

Article 5. OFFICERS

5.1 Designation. The principal officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer and an assistant secretary, and such other officers in the Board of Directors' judgment may be necessary. One person may hold two or more offices, except the same person cannot hold the offices of President and Secretary concurrently.

5.2 Removal of Officers. Upon an affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board of Directors or to the president or secretary of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board of Directors shall not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

5.3 Special Appointment. The Board of Directors may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

5.4 President. The president shall be the chief executive officer of the Corporation and must be a Member of the Corporation. The president shall preside at all meetings of the Corporation and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation,

including, but not limited to, the power, subject to the provisions of Section 4.16, to appoint committees from among the Members from time to time as the president alone may decide are appropriate to assist in the conduct of the affairs of the Corporation. The president shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business of the Corporation. The president shall be an ex officio member of all standing committees, and the president shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.5 Vice President. The vice president shall take the place of the president and perform such duties whenever the president shall be absent, disabled, or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint a member of the Board of Directors to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors or these Bylaws.

5.6 Secretary. The secretary shall record the votes and keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Corporation at the principal office of the Corporation and such other place(s) as the Board of Directors may order. The secretary shall keep the seal of the Corporation, if any, in safe custody and shall have charge of such books and papers as the Board of Directors may direct, and the secretary shall, in general, perform all the duties incident to the office of secretary. The secretary shall give, or cause to be given, notices of meetings of the Corporation and of the Board of Directors required by these Bylaws or by law to be given. The secretary shall maintain, or cause to be maintained by Property Manager, a list of current of record Owners within the Project, and any person in possession of a Unit within the Project that is not an Owner, listing the names and addresses of the Owners, and any person in possession of a Unit that is not an Owner, as furnished to the Corporation and such book shall be changed only at such time as satisfactory evidence of a change in ownership of a Unit within the Project is presented to the secretary. The secretary shall perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

5.7 Treasurer. The treasurer shall have responsibility for the Corporation's funds and securities, and shall be responsible for keeping, or causing to be kept, full and accurate accounts of the Project and any Common Area, any tax records and business transactions of the Corporation including accounts of all assets, liabilities, receipts and disbursements, all in books belonging to the Corporation. The treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors in accordance with the Declaration, shall render to the president and Directors upon request, an account of all transactions as treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Article 6. AMENDMENTS TO BYLAWS

These Bylaws may be amended by the Corporation at an annual meeting or at a duly constituted meeting of the Corporation for such purpose as provided in the Articles. No amendment to these Bylaws shall take effect unless by the affirmative votes of the Members representing two-thirds (2/3s) or more of the total voting power in the Corporation, either in person or by proxy and entitled to vote on the subject matter.

Article 7. MEANING OF TERMS

Except as otherwise defined herein, all terms herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration.

Article 8. CONFLICTING PROVISIONS

In case any of these Bylaws conflict with any provisions of the laws of the State of Idaho, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect. In case of any conflict between the Articles and these Bylaws the Articles control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Article 9. INDEMNIFICATION AND INSURANCE

9.1 Certain Definitions. For the purposes of this Article 9, "agent" means any person who is or was a Director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, or was a Director, officer, employee or agent of a corporation which was a predecessor corporation of the Corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes, without limitation, attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 9.2.

9.2 Indemnification. This Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any proceeding (other than an action by or in the right of this Corporation to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of this Corporation, against expenses (including, without limitation, attorneys' fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Corporation or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue

or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

9.3 Determination of Standard of Conduct. Any indemnification under this Article 10 shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 9.2, as determined by:

9.3.1 A majority vote of a quorum of Directors who are not parties to such proceeding;

9.3.2 Approval or ratification by the affirmative vote of a majority of the total voting power of the Corporation at a duly held meeting of the Corporation at which a quorum is present;

9.3.3 The court in which such proceeding is or was pending, upon application made by the Corporation or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Corporation; or

9.3.4 Independent legal counsel in written opinion, engaged at the direction of a quorum of disinterested Directors.

9.4 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article 9.

9.5 Extent and Limitations of Indemnifications. No indemnification or advance shall be made under this Article 9, except as otherwise provided herein, in any circumstance where it appears:

9.5.1 That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Board of Directors or Members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

9.5.2 That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

This Article 10 shall create a right of indemnification for each agent referred to in this Article 10, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article 9; and in the event of the death of such agent, whether before

or after initiation of such proceeding, such right shall extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

9.6 Liability Insurance. The Corporation may purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article 10.

Article 10. MISCELLANEOUS

10.1 Checks, Drafts and Documents. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

10.2 Execution of Documents. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have the power or authority to bind the Corporation by any contract or engagement or to pledge the Corporation's credit or to render the Corporation liable for any purpose or in any amount.

10.3 Inspection of Bylaws, Books and Records. The Corporation shall keep in the Corporation's office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Corporation's secretary, which shall be open to inspection by the Members at all reasonable times during office hours. The books, records, financial statements and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles, Bylaws, and all other Condominium Documents shall be available for inspection by any Member at the principal office of the Corporation, where copies may be purchased at reasonable cost.

10.4 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of July and end on the 30st day of June of every year.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of the Alpine Villa Owners Association, Inc., an Idaho nonprofit corporation; and

2. The foregoing Bylaws, comprising thirteen pages including this page, constitute the Amended and Restated Bylaws of the Alpine Villa Owners Association, Inc., and were duly adopted by the Members of the Alpine Villa Owners Association, Inc. pursuant to that "Written Ballot" prepared and delivered to all Members in accordance with Idaho Code Section 30-3-53, dated the 22nd day of February, 2015.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Corporation effective the 22nd day of February, 2015.

A handwritten signature in black ink, appearing to read "Ken Nelson Sec", written over a horizontal line.

Ken Nelson, Secretary

INDIVIDUAL ACKNOWLEDGMENT

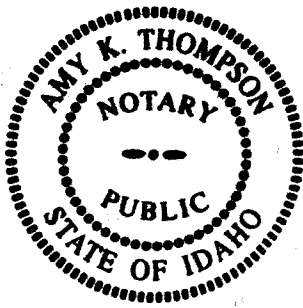
State/Commonwealth of Idaho }
County of Blaine } ss.

On this the 12 day of February, 2015, before
me, Amy K Thompson, the undersigned Notary
Public, personally appeared Ken Nelson,
Name(s) of Signer(s)

- personally known to me - OR -
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



Amy K Thompson
Signature of Notary Public
Amy K Thompson Bellevue ID
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AMENDED/RESTATEED BY laws
Document Date: 2/12/15 Number of Pages: 13
Signer(s) Other Than Named Above: _____

Right Thumbprint of Signer
Top of thumb here

EXHIBIT F OWNERSHIP PERCENTAGES

Unit #	% Ownership
1	4.59%
2	3.51%
3	3.51%
4	3.51%
5	3.51%
6	3.51%
7	3.51%
8	3.51%
9	3.51%
10	3.51%
11	3.51%
12	3.51%
13	3.51%
14	3.51%
15	3.51%
16	3.51%
17	3.51%
18	3.32%
19	3.96%
20	3.42%
21	3.51%
22	3.51%
23	3.51%
24	5.01%
25	3.49%
26A	9.52%
	56
TOTALS	100%

4821-8932-3296, v. 1-6211-3056, v. 1