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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.