

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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FOR CENTRAL PARK CONDOMINIUM TOWNHOMES,

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A CONDOMINIUM PROJECT

BLAINE CO. REQUEST

ARTICLE 1

SAWTOOTH TITLE

DECLARANT AND RECITALS

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1.1 KETCHUM-CENTRAL PARK, L.L.C., a limited liability company, (hereinafter referred to as "Declarant") is the owner of that certain real property located in the City of Ketchum, Blaine County, Idaho (hereinafter the "Real Property"), the legal description of which Real Property is attached hereto as Exhibit A and incorporated herein by this reference. The Central Park Condominium Townhomes, a condominium project, shall consist initially of ten (10) residential condominiums to be built in Phase One of the development and later of additional eight (8) condominium units to be built in Phase Two.

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\$78.00

1.2 By means of this Declaration and recordation of the Plat of the Central Park Condominium Townhomes, Declarant intends to establish a condominium development on the Real Property, as provided in the applicable sections of Ketchum Ordinance No. 316, and provide for ownership of the individual condominiums and common ownership and maintenance of the Common Area included in the Central Park Condominium Townhomes Development by the Central Park Condominium Townhomes Association.

ARTICLE 2

DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings unless the context requires otherwise:

2.1 "Development" or "Project" means the Central Park Condominium Townhomes Development, a condominium project, including all condominiums and all Common Area within the Central Park Condominium Townhomes.

2.2 "Building" means one of the buildings constructed on the Real Property pursuant to this Declaration, excepting all automobile parking structures.

2.3 "Unit" means the separate interest in a condominium as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and the interior surfaces of built-in fireplaces as shown and numbered on the Plat to be recorded, together with

all fixtures and improvements therein contained. Notwithstanding such markings, the following are not a part of a Unit: bearing walls, columns, floors and roofs (except for the interior surface thereof, if a perimeter wall floor or ceiling), foundations, shafts, central heating, reservoirs, tanks, pumps and other services used by more than one Unit, pipes, vents, ducts, flues, chutes, conduits, wires, garages, and other utility installations, wherever located, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area, as herein defined. Each Unit also includes the interior of any storage areas which are shown on the Condominium Plat as belonging to such Unit, bounded as described herein for the other portions of the Unit. In case of combination of two or more adjoining Units, those portions of partition walls between Units which are from time to time used as door openings between such Units shall be deemed to be divided in half longitudinally, parallel to the partition wall, and each half shall constitute part of the Unit which it adjoins, as Limited Common Area appurtenant to such Unit.

2.4 "Common Area" means the entire Project except for the Units. The Common Area is defined and depicted upon the Plat of the Development.

2.5 "Limited Common Area" means that Common Area designated herein for exclusive use by Owners of particular Condominiums, and shall consist of balconies, porches, automobile parking area, and heating equipment located in the crawl space under each Unit.

2.6 "General Common Area" means all Common Area excepting all Limited Common Area.

2.7 "Condominium" means a separate interest in an Unit together with an undivided interest in common in the Common Area (expressed as a percentage of the entire ownership interest in the Common Area) as set forth in Exhibit B attached hereto and incorporated herein by this reference.

2.8 "Owner" means any person or entity, including Declarant, at any time owning a Condominium. The term "owner" shall not refer to any mortgagee, as herein defined, unless such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.9 "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Condominium, or any part thereof, is encumbered.

2.10 "Mortgagee" means any person, or any successor to the interest of such person, named as the mortgagee, deed of trust beneficiary, or creditor under any mortgage, as defined herein.

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2.11 "Association" means the Central Park Condominium Townhomes Association, Inc., a non-profit corporation, its successors and assigns, organized as provided herein.

2.12 "Plat" means the Plat of the Central Park Condominium Townhomes, recorded in the office of the County Recorder of Blaine County, Idaho, consisting of a plat of the surface of the ground of the Real Property showing a survey and legal description thereof, the location of each Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Buildings showing the boundaries of each Unit within each Building, including horizontal and vertical locations and dimension of all boundaries of each Unit, Unit numbers identifying the Units, together with such other information as may be included thereon in the discretion of the Declarant.

2.13 "Domestic Household Pets" mean dogs, cats, goldfish, canaries and similar domestic household pets.

### ARTICLE 3

#### STATEMENT OF INTENTION AND PURPOSE

Declarant hereby declares that the Project, and every part thereof, is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plans and schemes of condominium ownership referred to in Article 1 and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All provisions hereby shall be deemed to run with the Real Property as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant and his assigns and to all persons hereafter acquiring or owning any interest in the Project, however such interest may be obtained.

### ARTICLE 4

#### NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.1 Estates of an Owner. The Development is hereby divided into Condominiums and Common Area. Each Owner of a Condominium shall have exclusive fee ownership of his or her unit and an undivided interest in common in the Common Area in accordance with the percentage ownership interests set forth in attached Exhibit B. Said percentages of ownership interests in the Common Area allocated to each Condominium shall be utilized for purposes of tax assessment under Section 55-1514 of the Idaho Code and for purposes of liability as provided by Section 55-1515 of said Idaho Code. Exhibit B may be amended as additional units are added to the Development.

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4.2 Right to Combine Units. Declarant reserves the right to combine physically the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Condominiums in the future. Declarant reserves the right to designate and convey to any purchaser of such combined Units as additional Limited Common Area any walls, floors or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become General Common Area if the combined Units become subject to separate ownership in the future.

4.3 Title. Title to a Condominium may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho. Title to each Condominium is subject to the terms and conditions of this Declaration, which binds the Declarant and all subsequent Owners, whether or not expressed in the deed by which any Owner acquires his Condominium.

4.4 Inseparability. No part of a Condominium ownership interest or the legal rights comprising ownership of a Condominium may be separated from any other part thereof during the period of condominium ownership prescribed herein, so that each unit and the undivided interest in the Common Area appurtenant to such unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium ownership interest.

4.5 Partition Prohibited. The Common Area shall be owned in common by all Owners of Condominiums, and no owner may bring an action for partition thereof.

4.6 Owner's Rights. Subject to the limitations contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the General Common Area, and the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by such Owner. Such rights include the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit and to the Limited Common Area designated for use in connection with his Unit. Furthermore, each Owner shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Condominium.

4.7 Association's Rights. The Association shall have a non-exclusive easement to make such use of the Common Area as may be necessary or appropriate to perform any duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

4.8 Declarant's Rights. Declarant and persons it shall select shall have the right to ingress and egress over, upon and across the Common Area, the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to complete development and maintenance of the Project.

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4.9 Easements for Encroachments. If any part of the Common Area encroaches or shall encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances whether on the Common Area or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

4.10 Easements for Access, Repair, Maintenance and Emergencies. Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of a negligent, reckless or intentional act of the Owner of a Unit, or Owner's agent or invitee, then such owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant thereto shall be collected by the Association by assessment pursuant to Article 8 of this Declaration.

4.11 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 4.6, 4.7, 4.8, 4.9 and 4.10 of this Declaration, even though no specific reference to such easements or to those Sections appears in any such conveyance.

## ARTICLE 5

### MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner, or against any part thereof, or against any other property or any other Owner, unless such other Owner has expressly consented to or

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requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his Condominium thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Condominium.

## ARTICLE 6

### THE ASSOCIATION

6.1 Membership. A copy of the Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits C and D, respectively. Every Owner shall be entitled and required to be a member of the Association. If title to a Condominium is held by one or more than one person, the membership related to that Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by him or her. No person or entity other than an Owner may be a member of the Association, and the Bylaws of the Association state that the memberships in the Association may not be transferred except in connection with the transfer of a Condominium; provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium.

6.2 Voting Rights. Each Owner of a Condominium shall be entitled to one vote on all matters submitted to, or considered by, the general membership of the Association. For example, if a Condominium is owned by a married couple, that married couple is entitled to one vote. Likewise, if a Condominium is owned by a single person, that single person is entitled to one vote.

6.3 Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of its obligations. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

## ARTICLE 7

### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

7.1 Management Body. Central Park Condominium Townhomes Association, a non-profit corporation, is designated the "Management Body" of the Development, as provided

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in Sections 55-1503 and 55-1506 of the Idaho Code and shall administer the Project in accordance with the applicable provisions of the Idaho Code, this Declaration and the Bylaws of the Association.

7.2 Common Area. The Association, subject to the rights of the Owners set forth in Article 4 of this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and all improvements and landscaping thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair; however, each Owner shall keep the Limited Common Area designated for use in connection with his Unit in a clean, sanitary and attractive condition and shall maintain and repair the heating equipment and the water heater servicing his Unit exclusively. The Association shall be responsible for the maintenance and repair of exterior surfaces of buildings and improvements located on the project, including without limitation, the painting of the same as often as necessary, and replacement of trim and caulking, the maintenance and repair of roofs, the maintenance and repair of other Common Area, including utility lines, areas for access to any roads or parking areas, and all other improvements or materials located within or used in connection with the Common Area. The Association shall contract with a landscaping company to maintain in a proper, first class manner, all landscaping and natural vegetation constituting part of the Common Area. The Association shall also be responsible for the plowing and removal of snow from pedestrian pathways, parking spaces and vehicular accesses. The specification of the Association's duties for a particular Common Area shall not be construed to limit its duties with respect to other Common Area, as set forth in the first sentence of this Section. The cost of such management, maintenance and repair by the Association shall be borne as provided in Article 8. The Association shall have the right to grant easements for utility purposes over, upon, across, under or through any portion of the Common Area, and each Owner irrevocably appoints the Association as attorney-in-fact for such purpose.

7.3 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each unit.

7.4 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Area. Such interest shall not be transferable except with the transfer of a

Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferee's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Condominium under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

7.5 Rules and Regulations. The Association may make reasonable rules and regulations governing the use, repair, maintenance, construction and reconstruction of the Units and Common Area, and any payments related thereto, which rules and regulations shall be consistent with the rights and duties established in this Declaration. Such rules and regulations may include, without limitation, assignment of particular portions of storage areas within the Common Area for exclusive use by Owners of particular Condominiums. The Association may suspend any Owner's rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law.

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

## ARTICLE 8

### ASSESSMENTS

8.1 Agreement to Pay Assessments. Declarant, for each Condominium owned by it within the Project, and for and as the Owner of the Project and every part thereof, hereby covenants, and each Owner of any Condominium Lot by the acceptance of a deed thereof, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association periodic assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

8.2 Amount of Total Periodic Assessments. The total periodic assessments against all Condominiums shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area, maintenance of exteriors of all buildings in the Development, or furnishing trash collection and other common services, to each Unit, which

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estimates include, among other things, expenses of management; taxes and special assessments, unless the Condominium Units are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; landscaping and care of ground; snow removal; hauling snow off-site; common lighting and heating; water charges; trash collection; sewer service charges, repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

8.3 Apportionment of Periodic Assessments. Expenses attributable to the Common Area and to the Project as a whole shall be apportioned among all Owners in proportion to the interest in the Common Area owned by each, more specifically set forth in attached Exhibit B.

8.4 Notice of Periodic Payments and Time for Payment. The Association shall make periodic assessments, which assessments shall be annually, quarterly or monthly as the Association shall from time to time determine. Each periodic assessment shall be due not less than fifteen (15) days after the said written notice has been given. The Association may, in its discretion, allow assessments to be paid in installments. Written notice of assessment shall be given to each Owner, stating the amount of the periodic assessment and the time payment shall be due. Each periodic assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Condominium for such assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given.

8.5 Special Assessment for Capital Improvements. In addition to the assessments authorized by this Article, the Association may levy at any time a special assessment, payable over such a period as the Association may determine for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing expenses authorized by other Sections hereof. Unless otherwise provided by rule and regulation of the Association, any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Area owned by each. Each special assessment shall be due not less than thirty (30) days after such notice shall have been given. Written notice of special assessment shall be given to each Owner, stating the amount of such special assessment and the time payment shall be due and shall make specific reference to this Article. A special assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

**8.6 Liens for Assessments.** All sums assessed to any Condominium pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such Condominium except for: (a) valid tax and special assessment liens on the Condominium Unit in favor of any governmental assessing authority; and (b) a lien for sums unpaid on a first mortgage, duly recorded in Blaine County, Idaho, real estate records, including all unpaid obligatory advances to be made pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument. All other lienors acquiring liens on any Condominium after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To create a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Condominium and a description of the Condominium. Such a notice shall be signed by the Association and may be recorded in the office of the County Recorder of Blaine County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale by the Association after failure of the Owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trusts or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure. All such assessments accruing during this period of foreclosure shall likewise be secured by the lien and paid from the proceeds of any sale pursuant to the foreclosure proceedings. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the foreclosed Condominium as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Blaine County, Idaho real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Any encumbrancer holding a lien on a Condominium may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority. The Association shall report to any encumbrancer of a Condominium any unpaid assessment remaining unpaid for longer than ninety (90) days after the same shall have

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become due; provided, however that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Unless sooner satisfied and released or the enforcement thereof initiated as provided earlier in this Section, any lien created pursuant to this Section shall expire and be of no further force or effect one year from the date of recordation of said notice of assessment, provided however, that said one year period may be extended by the Association for a period not to exceed one additional year by a written extension signed by the Association and recorded in the office of the County Recorder of Blaine County, Idaho, prior to expiration of said first one year period.

**8.7 Personal Obligation of Owner.** The amount of any periodic or special assessment against any Condominium shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his Condominium.

**8.8 Statement of Account.** Upon payment of a reasonable fee not to exceed \$50.00 and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium Unit, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium, the amount of the current periodic assessment and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgage which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically but only if the statement is not furnished within the twenty (20) day period provided herein, if an additional written request is made by such purchaser and is not complied with within ten (10) days and if the purchaser subsequently acquires the Condominium.

**8.9 Personal Liability of Purchaser for Assessments.** Subject to the provisions of Section 8.8 of this Declaration, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments. This Section shall not apply to purchases of a Condominium from Declarant.

## ARTICLE 9

### USE OF CONDOMINIUMS; RESTRICTIONS

9.1 Residential Purposes Only. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for lodging or residential purposes shall not be considered to be a violation of this covenant.

9.2 Signs. Except for signs as may be used by Declarant in connection with the sale of Units, no sign of any kind shall be displayed to the public view without the approval of the Association.

9.3 Alteration. No Unit, including the patio or deck forming a portion of a Condominium, shall be altered or changed without prior written approval of the Association.

9.4 Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without prior written consent of the Association. Nothing shall be altered on, constructed in or removed from the Common Area except upon the written consent of the Association.

9.5 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Without limiting the foregoing, no toxic materials or substances whatsoever shall be stored or kept in any Condominium Unit or upon the Common Area. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any invitee of an Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees, provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

9.6 Rules and Regulations. No owner shall violate the rules and regulations for the use of the Units and the Common Area as adopted from time to time by the Association.

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9.7 Maintenance of Interiors. Each Owner shall keep the interior of his Unit, including, without limitation, interior walls, windows, glass, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition, and good state of repair, and shall keep the heating equipment, including snow melt circulation systems, and water heater serving his Unit exclusively in a good state of maintenance and repair. Provided, however, if a driveway snow melt circulation system is damaged by the Association or acts contracted for by the Association, such damage shall be repaired by the Association.

9.8 Structural Alterations. No structural alterations to any Unit shall be made, and no plumbing, electrical or similar work within the Common Area shall be done, by an Owner without the prior written consent of the Association, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area appurtenant to such Owner's Unit.

9.9 Parking. No vehicle shall be parked or left on the Real Property subject to this Declaration other than on the designated parking areas. Except for snow storage, the parking areas shall be used for parking vehicles only and shall not be converted for living, recreational or business purposes, nor shall anything, including campers, recreational vehicles and boats, be stored in any parking area so as to prevent the parking of an automobile thereon. No exposed storage, including temporary or permanent storage of recreational vehicles, campers, and boats, shall be permitted anywhere on the property.

9.10 Trash. No rubbish or debris of any kind shall be placed or permitted to accumulate and no odors shall be permitted to arise from the property so as to render any portion of the property unsanitary, unsightly, offensive or detrimental to any of the property or its occupants. Without limiting the generality of any of the following provisions, no exterior speakers, horns, whistles, bells or other sound devices other than security devices used exclusively for security purposes shall be located, used or placed on any such property without the prior written approval of the Association.

9.11 Exterior Improvements. No clotheslines, television antennas, wiring or installation of air conditioning or other machines shall be installed on the exterior of the buildings or be allowed to protrude through the walls, the windows or the roof of the building, unless the prior written approval of the Association is secured. This paragraph shall not apply to TV discs not exceeding 18 inches in diameter installed in locations provided for by Declarant or permitted by the Association.

9.12 Animals. Only domestic household pets, owned by an Owner, shall be allowed. All other animals are prohibited. However, no such pets shall be allowed to disturb other Owners or to become a nuisance in any way.

9.13 Window Coverings. All window coverings, visible from any area outside of the Buildings, shall be kept in an attractive condition and in a good state of repair. All window coverings provided by the Declarant shall not be altered or changed without the permission of the Association; provided, however, an owner of a Condominium may replace the window coverings with a substantially similar window covering.

## ARTICLE 10

### INSURANCE

10.1 Types of Insurance. The Association shall 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 amount and such forms as the Association may deem appropriate from time to time.

a) Casualty Insurance. The Association shall obtain and keep in full force and effect insurance for fire and extended coverage insurance at full replacement cost covering all buildings in the Development, excluding damage to the interior and contents of Units. The amount and form of such insurance shall be determined by the Association in the exercise of prudent business judgment. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the Association, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

b) Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include without limitation, liability for personal injuries, errors and omission for the Board of Directors of the Association, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Project.

c) Workman Compensation and Employer's Liability Insurance. The Association shall purchase workman's compensation and employer's liability insurance and all other similar insurance to provide adequate protection for acts of employees of the Association in the amounts and in the forms now or hereafter required by law.

10.2 Optional Insurance. The Association may obtain the following types of insurance coverage, but it is not required to do so.

a) Personal Property Casualty Insurance. The Association may in its discretion obtain insurance on the personal property and furnishings initially placed in the Units of Owners by Declarant upon completion of construction of the Project in such amounts as shall provide for the full replacement thereof in the event of damage or destruction from casualties against which such insurance is obtained.

b) Casualty and Public Liability Insurance. The Association may in its discretion obtain casualty and public liability insurance coverage, in amounts it may select, with respect to an Owner's activities within each Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area.

c) Fidelity Insurance. The Association may purchase, in such amounts and in such forms as it shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

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

10.3 Form. Insurance policies shall name the Association the insured, as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Project, including the Common Area. The casualty insurance shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for their respective first mortgagees which from time to time shall give notice to the Association of such first mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days' prior written notice is first given to each Owner and to each first mortgagee. The Association shall furnish to each Owner who requests it and to the Declarant a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or non-compliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

10.4 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article.

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The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner provided in the event of sale of obsolete units, as set forth in Section 14.4 of this Declaration. Each Owner and each mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

10.5 Release; Subrogation Rights. Notwithstanding anything to the contrary contained in this Declaration, the Association and each Owner hereby releases each other and their respective agents, employees, contractors and invitees from any and all claims and demands of whatever nature for damage, loss or injury to the Development (including, without limitation, any buildings and other property therein, and whether or not such property may be within the interior of any Unit) that are caused by or result from risks or perils which would be covered by casualty insurance policies then reasonably capable of being obtained. The Association and each of the Owners shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the Association and each of the Owners and their respective agents, employees, contractors and invitees in connection with any damage covered by such policy. If the insurance which can be obtained by an owner in the normal practice of obtaining insurance coverage for a Condominium will only include a waiver of the right of subrogation upon payment of an additional premium, then the Owner shall not have an obligation to obtain the waiver of the insurer's rights of subrogation with respect to such policy. However, if the insurance which is to be obtained by the Association will only include a waiver of the right of subrogation upon payment of an additional premium, then the Association shall be obligated to obtain the waiver of the insurer's rights of subrogation in such policy unless at least 51% of the Owners consent and agree in writing to waive the Association's obligation to obtain the waiver of the insurer's rights of subrogation.

10.6 Owner's Responsibility. Notwithstanding the provisions of Section 10.1 and 10.2 hereof, each Owner shall obtain insurance at his own expense providing coverage for the interior of his Unit, his personal property, for his personal liability and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article. All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of the rights of subrogation.



## ARTICLE 11

### AMENDMENT OR REVOCATION

11.1 Amendment. None of the provisions of this Declaration shall be amended unless the Owners representing an aggregate ownership of fifty-one percent (51%) or more of the Condominiums as reflected on the real estate records of Blaine County, Idaho, consent and agree to such amendment by instruments duly recorded. Any such amendment shall be binding upon every Owner and every Condominium whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Condominium consents thereto.

11.2 Revocation. This Declaration shall not be revoked and the Project removed from the applicable provisions of the Idaho Condominium Property Act unless the Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66 2/3%) or more of the Condominiums, as reflected on the real estate records of Blaine County, Idaho, and the holders of all liens affecting any of the Condominiums and the Common Area, consent and agree to such revocation by instruments duly recorded.

## ARTICLE 12

### CASUALTY DAMAGE OR DESTRUCTION

12.1 Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

12.2 General Authority of Association. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs mean restoring the Project to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners and the first Mortgagees unanimously agree not to rebuild in accordance with the provision set forth hereinafter.

In the event any Mortgagee should not agree to rebuild, the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the

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Owners are in unanimous agreement to rebuild. The Association shall obtain the funds for such purpose by special assessment under Article 8 of this Declaration.

12.3 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable and complete outlining the costs of repair or reconstruction of that part of the Project damaged or destroyed.

12.4 Repair and Reconstruction. As soon as practicable after receiving these estimates the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than ten percent (10%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the Buildings shall be substantially the same as prior to damage or destruction.

12.5 Funds for Reconstruction. The proceeds of any insurance collection shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article 8 hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual cost of repair or reconstruction. Such assessment shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

12.6 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 12.5 of this Declaration constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by such Owner pursuant to the assessments by the Association under Section 12.5 of this Declaration.

12.7 Decision Not to Rebuild. If all Owners and all holders of first Mortgages on Condominiums agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 14.4 of this Declaration.

## ARTICLE 13

### PERIOD OF CONDOMINIUM OWNERSHIP

The condominium ownership created by this Declaration and the Plat of Central Park Condominium Townhomes shall continue until this Declaration is revoked in the manner provided in Article 11 of this Declaration or terminated in the manner provided in Article 14 (Obsolescence) or Article 15 (Condemnation) of this Declaration.

## ARTICLE 14

### OBSOLESCENCE

14.1 Adoption of a Plan. The record Owners, as reflected on the real estate records of Blaine County, Idaho, representing an aggregate record ownership interest of seventy-five percent (75%) or more of the Units may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction which plan must have the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan. Written notice of adoption of such plan shall be given to all Owners.

14.2 Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominiums. These assessments shall be levied in advance pursuant to Article 8 hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

14.3 Dissents from the Plan. An Owner not a party to such a plan for renewal or reconstruction may give written notice of dissent to the Association within fifteen (15) days after mailing of such plan. The Association shall then give written notice of such dissents to all the Owners within five (5) days after the expiration of such fifteen (15) day period. Within fifteen (15) days of receipt of such notice from the Association, the record Owners, representing an aggregate record ownership of more than fifty percent (50%) of the Units may cancel the plan by written instrument which instrument must be mailed to all the record Owners. If the plan is not canceled, then the Condominium of each dissenter shall be purchased according to the following procedures:

a) Determination by Agreement. If the Owner and the Association can agree on the fair market value thereof, then such sale and conveyance shall be completed as set forth herein.

b) Determination in Absence of Agreement. If the parties are unable to agree on the fair market value thereof, then the fair market value of the Condominium shall be determined

by an appraiser selected by agreement between the Association and the dissenter whose interest is being acquired, which appraisal shall be final and binding. If agreement cannot be reached upon an appraiser, then the fair market value of the Condominium shall be determined by three appraisers, one selected by the dissenting Owner, one selected by the Association and the third selected by the two appraisers. The value shall be determined by a majority of the appraisers and will be final and binding. In the event a majority of appraisers cannot reach a fair market value, the three appraisal amounts shall be averaged to determine value and will be final and binding. All appraisal costs and fees shall be paid equally by the Association and the Owner. Any appraisal conducted pursuant to this paragraph shall be performed by an appraiser certified by the State of Idaho and a member of the Appraisal Institute ("MAI").

c) Procedure for Sale. Any sale made pursuant to this Section shall be consummated within sixty (60) days after agreement by the parties or the decision of the appraisers on the fair market value of the Condominium owned by a dissenting Owner, and the Association as attorney-in-fact shall disburse the proceeds in the same manner provided in Section 14.4 of this Declaration. The obligation of the Association to make such purchase shall be conditioned on the fair market value of the Condominium exceeding the obligations secured by liens on such Condominium and upon the marketability of the title of Owner. Owner shall furnish the Association an appropriate commitment for title insurance evidencing marketability of this title not less than fifteen (15) days prior to the date set for completion of the sale.

The Association, pursuant to Article 8 hereof, may levy a special assessment sufficient to provide funds to pay for the Condominiums of the Dissenters, provided that such assessments shall not apply to any of the Owners who are among the Dissenters and shall not be liens against the Condominiums of such Owners.

14.4 Sale of Obsolete Units. The Owners representing an aggregate ownership interest of one hundred percent (100%) of the Units may agree that the condominiums are obsolete and that the project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time such agreement is made. In such instance the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold free and clear of the provisions contained in this Declaration, the Condominium Map, and the By-Laws. The sale proceeds shall be apportioned among the Owners in proportion to the percentage ownership interests set forth in attached Exhibit B and on the purchase of the Condominium, and such apportioned proceeds shall be paid into separate accounts, each account representing one Condominium. Each such account shall remain in the name of the Association and shall be further identified by the Condominium designation and the name of the Owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other liens, and the balance remaining to each respective Owner.

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FOR CENTRAL PARK CONDOMINIUM TOWNHOMES/20

14.5 Distribution of Excess. In the event amounts collected pursuant to Section 14.2 of this Declaration are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

## ARTICLE 15

### CONDEMNATION

15.1 Consequences of Condemnation. If at any time during the continuance of the Condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

15.2 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

15.3 Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to the percentage ownership interests set forth in attached Exhibit B, provided that if a standard different from the value of the Project 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 principal set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 14.4 of this Declaration.

15.4 Partial Taking. In the event less than the entire Project is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined as set forth herein. As soon as practicable, 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:

a) the total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners in accordance with the percentage ownership interests set forth in Exhibit B;

b) the total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned;

c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved; and

d) 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. Distribution of apportioned proceeds shall be made in the same manner provided in Section 14.4 of this Declaration.

15.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the Ownership, voting rights and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in Article 11 thereof.

15.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 12 above.

## ARTICLE 16

### MISCELLANEOUS

16.1 Compliance with Declaration and By-Laws of the Association. Each Owner shall comply with the provisions of this Declaration and the Bylaws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or in a proper case, by an aggrieved Owner.

16.2 Notice. Each Owner shall register his mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the By-Laws of the Association. All notices or demands intended to be served upon mortgagees

shall be given by registered or certified mail, postage prepaid, to such address as the mortgagee may have furnished to the Association in writing. However, unless the mortgagee furnished the Association such address, the mortgagee shall not be entitled to receive any of the notices provided for in this Declaration. Any notice referred to in this Declaration shall be deemed given when deposited in the United States mail in the form provided for in this section.

16.3 Owner's Obligations. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may have leased or rented said interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after he conveys such Condominium.

16.4 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

16.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

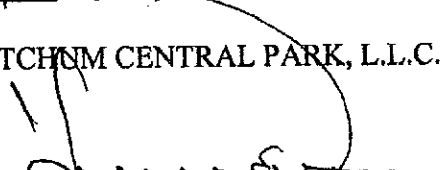
16.6 Transfer of Declarant's Rights. Any rights or any interest reserved hereby to the Declarant may be transferred or assigned by the Declarant to any person or entity.

16.7 Statute. The provisions of this Declaration shall be in addition to and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

16.8 Consent. The Declarant, does hereby consent to the recordation of this Declaration, together with a plat or plats of the Real Property, pursuant to the Condominium Property Act of the State of Idaho.

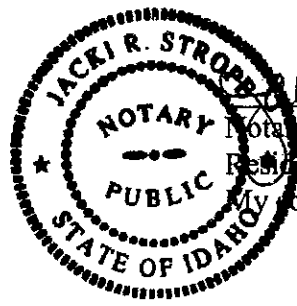
This Declaration is executed this 26<sup>th</sup> day of August, 1998.

KETCHUM CENTRAL PARK, L.L.C.

By   
Henry Dean, Managing Member

STATE OF IDAHO        )  
                                  ) ss.  
COUNTY OF BLAINE    )

On this 26<sup>th</sup> day of August, in the year 1998, before me, a Notary Public for the State of Idaho, personally appeared, Henry Dean, known or identified to me to be the managing member of the KETCHUM CENTRAL PARK, L.L.C., a Washington Limited Liability Company, that executed the said instrument, and acknowledged to me that as such Member executed the same.

A circular notary seal for Jacki R. Strop, Notary Public for Idaho, State of Idaho. The seal contains the text "JACKI R. STROP", "NOTARY PUBLIC", and "STATE OF IDAHO".  
Jacki R. Strop  
Notary Public for Idaho  
Residing at: Hailey  
My commission expires: 9/3/00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CENTRAL PARK CONDOMINIUM TOWNHOMES/24



**EXHIBIT "A"**

**TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.**

**SECTION 13: A parcel of land within said Section 13, more particularly described as follows:**

**COMMENCING** at the Southeast corner of said Section 13; thence  
**N. 43° 41' 32" W., 813.69 feet** to the **REAL POINT OF BEGINNING** for the Sunbird  
Townhouses according to the official plat thereof, recorded as Instrument No. 366407,  
records of Blaine County, Idaho; thence  
**195.76 feet** along the arc of a curve to the right with a central angle of **01° 55' 27"**  
and a radius of **5829.65 feet**; thence  
**S. 68° 14' 01" W., 192.08 feet**; thence  
**S. 29° 50' 41" E., 220.29 feet** to the Southwesterly corner of said Sunbird  
Townhouses; thence  
**N. 60° 32' 00" E., 167.17 feet** to the **REAL POINT OF BEGINNING.** (Tax Lot 7340)

EXHIBIT B

PERCENTAGE OF UNDIVIDED  
OWNERSHIP INTEREST IN  
THE COMMON AREA

UNITS

**Building 100**

Unit 11	.048
Unit 12	.055
Unit 13	.047
Unit 14	.062
Unit 15	.062
Unit 16	.047
Unit 17	.055
Unit 18	.048

**Building 200**

Unit 20	.048
Unit 21	.055
Unit 22	.047
Unit 23	.062
Unit 24	.076
Unit 25	.076
Unit 26	.062
Unit 27	.047
Unit 28	.055
Unit 29	.048