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Instrument # 701647
HAILEY, BLAINE, IDAHO
08-17-2023 1:10:23 PM No. of Pages: 7
Recorded for: TITLEONE - GOODING
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FIRST AMENDMENT
OF THE
CONDOMINIUM DECLARATION FOR
SAWTOOTH CONDOMINIUMS II OWNERS ASSOCIATION, INC.

Introduction

THIS FIRST AMENDMENT OF THE CONDOMINIUM DECLARATION FOR SAWTOOTH CONDOMINIUMS II OWNERS ASSOCIATION, INC. (hereinafter "Sawtooth Condominiums II"), is made on the date hereinafter set forth, amending the Condominium Declaration for Sawtooth Condominiums II, filed of record with the Blaine County Recorder's Office on January 7, 1980, as Instrument No. 200256 ("Original Declaration"). This First Amendment of the Condominium Declaration for Sawtooth Condominiums II shall hereafter be referred to as the "First Amendment".

This First Amendment shall be binding upon every Owner of a Condominium Unit within the Sawtooth Condominiums II in the City of Ketchum, Blaine County, Idaho, whether the burdens there are increased or decreased by this First Amendment. This First Amendment has been approved by written consent of owners representing eighty percent (80%) or more of the Sawtooth Condominium II owners.

NOW THEREFORE, Sawtooth Condominiums II, hereby declares the original Condominium Declaration is Amended as follows:

ARTICLE II

Additional Definitions shall be Amended as follows:

Section 2.6. Shall be amended as follows:

"Section 2.6 Condominium. Condominium shall mean a condominium as defined in Section 55-101B of the Idaho Code which states: "A condominium is an estate consisting of (i) an undivided interest in common in real property, in an interest or interests in real property, or in any combination thereof, together with (ii) a separate interest in real property, in an interest or interests in real property or any combination thereof. For purposes of this Declaration, the estate of an undivided interest in common in real property set forth in Section 55-101B (i) shall be the "Common Area" defined in Section 2.3 expressed as a percentage of the entire ownership interest in the Common Area as set forth in Exhibit B attached hereto and by this reference made apart hereof. The separate interest in real property set forth in Section 55-101B (ii) shall be "Unit" as defined in Section 2.2 herein."

**THIS INSTRUMENT FILED FOR RECORD
BY SUN VALLEY TITLE AS AN
ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS EFFECT UPON THE TITLE.**

Section 2.2 Unit shall be amended as follows:

“Unit” means the physical portion of the Condominium Project which is designated for a separate ownership interest of a condominium as bounded by the interior surfaces of the perimeter: (a) walls, (b) floors, (c) ceilings, (d) windows (including window frames and window trim) and (e) doors (including door frames and door trim), together with built-in fireplaces. The Unit includes all of the following within the boundaries of each Unit, shown on the Condominium Map: (i) all interior spaces; (ii) all finishes and coverings on the interior surfaces of said perimeter walls, floor, ceilings, windows, and doors, including without limitation paneling, wood, tile, paint, paper, carpentry, finished floor, and texturing; (iii) all cabinets, countertops, islands, sinks, fixtures, improvements, hardware, and appliances; and (iv) all heating and refrigeration elements or related equipment, electrical and plumbing fixtures, pipes, and all relating equipment required to provide heating, air-conditioning, hot and cold water, electrical and utility services located within and serving only the Unit. The interior surfaces of a perimeter window or door means the point at which such surfaces are located when such windows and doors are closed; the physical windows and doors themselves are part of the Common Area, as herein defined. Notwithstanding that the Condominium Map shows certain storage areas as belonging to a certain Unit, all storage units are General Common Area and do not belong to or are a part of any Unit. The Condominium Map is hereby amended to reflect the preceding sentence. 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 partition wall, and each half shall constitute part of the Unit which it adjoins, units are also a part of the project. Three (3) garages are also included in the project. The ownership of a storage unit or garage is preconditioned on the ownership of a residential unit. The garages must be used only for purposes which are consistent with relevant zoning regulations, and shall not be used as residences or as dog kennels. The three (3) garages are an integral part of the three (3) separate residential units according to this schedule:

Unit 4	Garage 3
Unit 1	Garage 2
Unit 13	Garage 1

The garages described herein are limited Common Area for the exclusive use of the units described herein.

Section 2.3 Common Area shall be amended as follows:

Each Unit does not include Common Area and specifically does not include any improvements in the Common Area and specifically does not include improvement in the Common Area as set forth in section 2.3 (b) herein.

“Common Area means all of the Condominium Project, other than Units, but including, without limiting the generality of the foregoing, the following components:

(a) the Property; and

(b) the Improvements (including, but not by way of limitation, the foundations, bearing walls, structural columns, girders, beams, supports, perimeter and supporting walls, chimney chases, floors, roofs, patios, balconies, entrances, exits, and the mechanical installations of the Improvements consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable television, and heating and central

air conditioning which exist for uses by one or more Unit Owners, including pipes, vents, ducts, flues, cable conduits, wires, telephone wire, cable and other similar utility installations used in connection therewith), except for the improvement specifically described as part of the Units in Section 2.2; and

(c) the yards, sidewalks, walkways, paths, grass, shrubbery, trees, driveways, roadways, landscaping, gardens, parking areas, and related facilities upon the Property; and

(d) the pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, and equipment of the Improvements existing for use of one or more of the Unit Owners; and

(e) in general, all other parts of the Condominium Project designated by the Association as Common Area and existing for the use of one or more of the Unit Owners.

(f) the Parking Lot (which notwithstanding the Condominium Map, shall be General Common Area and not Limited Common Area.)

ARTICLE XI

Insurance

Insurance shall be amended and restated as follows:

Section 11.1 Types of Insurance The Association shall obtain and maintain the following insurance coverage provided by a company, including casualty insurance for all property owned or maintained by the Association, public liability insurance related to the Association's operations and use of the Common Area, directors' and officers' liability coverage, worker's compensation insurance and fidelity insurance. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate. If the insurance coverage set forth in this Article is not available or not available on commercially reasonable terms, the Board shall promptly cause notice of such fact to be hand delivered or sent prepaid by United States mail to all of the Unit Owners and eligible mortgages at their respective last known addresses.

For purposes of this Article, the term "...for any property owned or maintained by the Association," shall mean the Common Area as defined in Section 2.3 herein and shall specifically exclude the Condominium Project's Units as defined in Section 2.2 herein and any property belonging to an Owner which has been placed within any portion of the Common Area (including without limitation, within any storage unit)."

At a minimum the Association shall provide and maintain the following insurance policies:

(a) Casualty Insurance. The Association shall obtain and maintain a "bare walls" insurance on the Project as defined in Section 1.3 herein, and other Common Area property owned by the Association in such amounts as shall provide for full replacement thereof, including, but not limited to, those costs associated with rebuilding, design, and required permits, legal fees associated with the replacement of the Project, in the event of damage or destruction from the casualty against which

such insurance is obtained. Such insurance shall include fire and extended coverage, vandalism and mischief, and such other risks and hazards against which the Board deems 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 the Board, in its reasonable opinion, deems consistent with good business practice. The Association’s policy of casualty insurance does not insure individual Units of betterments or improvements made thereto as described in Section 2.2 herein or the personal property or other contents thereof (including contents of garages), all of which shall be insured by the Unit Owner pursuant to Section 11.4 hereof.

(b) Commercial General Liability Insurance. The Association shall obtain and maintain a policy of commercial general liability insurance covering claims and liabilities arising in connection with the ownership, existence, use, or management of the Condominium Project, insuring the Board of Directors, the Association, Managing Agent, and their respective employees and agents. Units Owners and eligible mortgages shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Area or membership in the Association. Such commercial general liability insurance shall have a minimum combined single limit of not less than \$2,000,000.00 per person and per occurrence and property damage liability insurance with a limit of not less than \$2,000,000.00 per accident or occurrence or such other amounts as the Board from time to time shall determine.

(c) Workers Compensation and Employer’s Liability Insurance. The Association shall purchase or cause the Management Company to purchase and maintain workers compensation and employer’s liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by Applicable Law.

(d) Directors’ and Officers’ Liability Insurance. Full coverage directors’ and officers’ liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000.00) for the directors and officers of the Association. In addition, the Association shall purchase or cause the Management Company to purchase, in such amounts and in such form as the Board shall deem appropriate, coverage against liability on account of Association’s or the Management Company’s dishonesty of employees, officers and directors; destruction or disappearance of money or securities; and forgery.

(e) Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, including errors and omissions insurance for the actions of the Board, as it shall deem appropriate with respect to the Buildings, including any personal property of the Association located thereon.

11.2 Form. Casualty insurance on the Project shall be carried in a form or forms naming the Association as the insured as trustee for the Owners, which policy or policies shall specify the interest of each Owner (Owner’s name, Unit number and the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustees for the Owners and for the respective first priority Mortgagees of Owners which from time to time shall give notice to the Association of such 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 thirty (30) days’ prior written notice is first given to each Owner and to each first priority Mortgagee requesting notice. The Association shall furnish to each Owner 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 noncompliance 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.

The commercial general liability policy shall name the Association as the insured, with the Association as trustee for the Owners, and shall protect each Owner against liability for the acts of the Association in connection with the ownership, operation, maintenance, or other use of the Project.

11.3 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Section and as provided in Article XI hereof. In the event: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees elect not to rebuild the Project, the insurance proceeds shall be distributed to the Owners based on the ownership percentage of each Owner at the time of the casualty.

11.4 Owner's Own Insurance. Each Owner shall obtain and maintain at its own expense, insurance providing coverage in the event of damage or destruction to the Owner's Unit, regardless of the cause of such damage or destruction, theft, and covering such other risks as Owner may deem appropriate. The foregoing insurance shall be in such amounts as shall provide for full replacement of the Owner's Unit, including all betterments and improvements made to thereto as described in Section 2.2, and all personal property located therein and the contents thereof. Each Owner shall also obtain and maintain liability insurance covering all occurrences commonly insured against death, bodily injury, and property damage, with a per limit occurrence of not less than \$500,000.00 and an annual aggregate limit of not less than \$1,000,000.00, arising out of or in connection with the use, ownership, or maintenance of the Owner's Unit. All policies carried by each Owner pursuant to this Section 11.4 shall: (a) name the Association as additional insured with rights to enforce; (b) be without contribution with respect to any insurance maintained by the Association for the benefit of all Unit Owners; (c) provide that the insurer waives any and all rights of subrogation as against the Association and each other Owner. Each Owner and not the Association, shall have the sole responsibility at all times to insure against casualty all items of personal property belonging to the Owner that are within any portion of the Common Area, whether upon their respective decks, within their crawl spaces, or vehicles parked in the Parking Lot, or otherwise. Such items remain the personal property of the respective Owner notwithstanding their placement (whether temporary or permanent) within the Common Area.

11.5 Mutual Waiver of Subrogation Rights. Whenever: (a) any loss, cost damage, or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by either by the Association, or Owner in connection with the Project; and (b) the Association, or such Owner is then covered or required to be covered under this Declaration to be so insured in whole or in part by insurance with respect to such loss, costs, damage, or expense, then the party so insured (or so required) hereby releases the other parties from any liability said other parties may have on account of such loss, costs, damage, or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and

waives any right of subrogation which might otherwise exist in or accrue to any Person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage. The Association and each Owner shall obtain and furnish evidence to the other party of the waiver by its insurance carrier(s) of any right of subrogation.

ARTICLE XVII

Miscellaneous shall be Amended as to add Sections 17.9 and 17.10 as follows:

Section 17.9 Continued Effect of Original Declaration. All provisions of the Original Declaration, except as modified by this First Amendment, remain in full force and effect and are reaffirmed. Other than as stated in this First Amendment, this First Amendment does not operate as a waiver of any condition or obligation imposed on the Owners/Members under the Original Declaration.

Section 17.10 Interpretation of First Amendment. In the event of any conflict, inconsistency or incongruity between the provisions of this First Amendment and any provisions of the Original Declaration, the provision of this First Amendment shall control and govern.

In witness whereof, this First Amendment is executed on this 17 day of August 2023.

SAWTOOTH CONDOMINIUMS II OWNERS
ASSOCIATION, INC.,
An Idaho non-profit corporation.

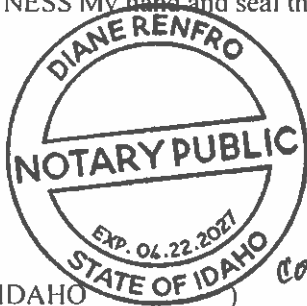
By: 
Its President

By: 
Its Secretary

STATE OF IDAHO)
) ss.
County of Blaine)

On this 19th day of June, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Bruce Edwards, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as the **President** for the Sawtooth Condominiums II Owners Association, Inc.

WITNESS My hand and seal the day and year in this certificate first above written.



[Signature]
Notary Public for Idaho
Residing at Blaine
Commission expires: 04.22.2027

STATE OF IDAHO) Commission #20212099
) ss.
County of Blaine)

On this 8th day of August, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Sue Padden, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as the **Secretary** for the Sawtooth Condominiums II Owners Association, Inc.

WITNESS My hand and seal the day and year in this certificate first above written.



[Signature]
Notary Public for Idaho
Residing at Blaine
Commission expires: 04.22.2027

Commission # 20212099

Sue Padden 3/9/23

Sue Padden
6.2753%

Date

Nicholas Pippinger/Maria Klawe
6.5015%

Date

Luther Prince Trustee 3/9/23

Susan and Luther Prince
6.2453%

Date

[Signature]
Scott and Oceana Sheehan
8.571%

Date

Charlene Tagas 3/9/23

Charlene Tagas
6.2949%

Date

Dennis Thompson 3/10/23

Dennis Thompson
6.2949%

Date

3/18/23