

MASTER CONDOMINIUM DECLARATION.

MASTER CONDOMINIUM DECLARATION
OF
KIMBERLAND MEADOWS CONDOMINIUMS, INC.

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RECITALS:

WHEREAS, KIMBERLAND MEADOWS COMPANY, INC., THE GRANTOR, IS THE OWNER OF THAT CERTAIN PARCEL OF REAL PROPERTY IN ADAMS COUNTY, IDAHO, HEREINAFTER REFERRED TO AS "KIMBERLAND MEADOWS CONDOMINIUMS, INC.", AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF PARCEL F, AS SHOWN ON THE OFFICIAL PLAT OF KIMBERLAND MEADOWS SUBDIVISION NO. 3, PLATE I, SHEET 3 OF 13, ON FILE IN THE RECORDER OF ADAMS COUNTY, IDAHO, AS INSTRUMENT NO. 66784, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF PARCEL F, BEING THE SAME AS THE NORTHEASTERLY CORNER OF PARCEL G, AS SHOWN ON THE OFFICIAL PLAT OF KIMBERLAND MEADOWS SUBDIVISION NO. 3, PLATE I, SHEET 3 OF 13, ON FILE IN THE OFFICE OF THE RECORDER OF ADAMS COUNTY, IDAHO, AS INSTRUMENT NO. 66784, THE REAL POINT OF BEGINNING:

- THENCE, N. 51° 02' 39" E., 70.00 FEET ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL F,
- THENCE, N. 10° -18' 17" W., 100.62 FEET ALONG SAID NORTHERLY BOUNDARY,
- THENCE, N. 59° 38' 42" E., 66.65 FEET ALONG SAID NORTHERLY BOUNDARY,
- THENCE, N. 90° 00' 00" E., 75.00 FEET ALONG SAID NORTHERLY BOUNDARY,
- THENCE, S. 58° 14' 26" E., 123.66 FEET ALONG THE EASTERLY BOUNDARY OF SAID PARCEL F,
- THENCE, S. 31° 45' 34" W., 95.49 FEET,
- THENCE, S. 21° 20' 20" E., 346.12 FEET,
- THENCE, S. 52° 02' 34" W., 96.20 FEET TO THE WESTERLY BOUNDARY OF SAID PARCEL F,
- THENCE, N. 37° 57' 26" W., 445.36 FEET ALONG SAID WESTERLY BOUNDARY TO THE POINT OF BEGINNING, CONTAINING 2.056 ACRES, MORE OR LESS.

BEARINGS BASED ON THE PLAT OF KIMBERLAND MEADOWS.

AND THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PORTION OF SAID PROPERTY, WHICH COMPRISES THE REAL PROPERTY OF PHASE I. OF "KIMBERLAND MEADOWS CONDOMINIUMS, INC." PLANNED UNIT DEVELOPMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEARINGS BASED ON THE PLAT OF KIMBERLAND MEADOWS.

WHEREAS, KIMBERLAND MEADOWS CONDOMINIUMS ARE LOCATED IN THE KIMBERLAND MEADOWS SUBDIVISION, AND IT IS THE DESIRE AND INTENT OF THE GRANTOR TO CREATE A RESIDENTIAL CONDOMINIUM PROJECT FOR THE ENJOYMENT AND CONVENIENCE OF THE PERSONS LIVING IN SUCH PROJECT: AND

WHEREAS, THE PRIMARY OBJECTIVES OF THE DEVELOPMENT ARE AS FOLLOWS:

1. TO CREATE A RESIDENTIAL CONDOMINIUM PROJECT THAT WILL PROVIDE A HIGH QUALITY OF LIVING, MAXIMUM ENJOYMENT OF HOME AND NEIGHBORHOOD AND MAXIMUM PROTECTION OF PROPERTY VALUES THROUGH:
 - A. THE BEST APPLICATION POSSIBLE OF AVAILABLE LAND DESIGN;
 - B. HIGH QUALITY OF COMMON AESTHETICS AFFECTING THE LAND, LANDSCAPING AND BUILDING AND OTHER IMPROVEMENTS;
 - C. HIGH QUALITY OF DESIGN AND CONSTRUCTION WITH RESPECT TO ALL IMPROVEMENTS;

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D. REASONABLE RESTRICTIONS, COMPETENT, EFFICIENT AND COST EFFECTIVE ADMINISTRATION AND MANAGEMENT AND A SYSTEM OF SELF-GOVERNING BODIES;

E. HIGH STANDARDS OF MAINTENANCE OF THE INDIVIDUAL UNITS, COMMON AREAS, OPEN AREAS AND IMPROVEMENTS THEREOF;

F. PROVISION FOR RECREATIONAL AND OTHER ACTIVITIES AND FACILITIES CONSISTENT WITH CONVENIENT AND ENJOYABLE LIVING;

2. TO REWARD THE GRANTORS WITH A REASONABLE PROFIT AND TO ENHANCE THE PERSONAL REPUTATION OF THE GRANTORS AS DEVELOPERS, COMMENSURATE WITH THE QUALITY OF THE DEVELOPMENT AND THE RISKS UNDERTAKEN; AND

WHEREAS THE GRANTORS INTEND TO PERFORM THE NECESSARY ACTS OF DEVELOPMENT ACCORDING TO A GENERAL THEME AND CRITERIA CONSISTENT WITH THE PRIMARY OBJECTIVES OF THE DEVELOPMENT; AND

WHEREAS, THE GRANTORS PLAN TO DEVELOP ON THE DEVELOPED SITES, DWELLING UNITS, AND TO FURTHER DEVELOP AND INTEGRATE THEREWITH CERTAIN COMMON AREAS, OPEN AREAS, GREENBELT AREAS AND OTHER FACILITIES, PROVIDE FOR MEANS OF INGRESS AND EGRESS, FURNISH NECESSARY UTILITY SERVICES, AND PROVIDE CERTAIN RECREATIONAL FACILITIES AND OPEN AREAS; AND

WHEREAS, THIS MASTER DECLARATION SHALL APPLY TO OPEN AREAS, AND GREENBELT AREAS ONLY IN A LIMITED AND RESTRICTED SENSE, THE PURPOSE OF SUCH LIMITED APPLICATION BEING THAT OF PROVIDING FOR THE CONSTRUCTION AND MAINTENANCE OF CERTAIN IMPROVEMENTS AND/OR THE ESTABLISHMENT AND PRESERVATION OF CERTAIN AESTHETIC CONDITIONS; AND

WHEREAS, IN ORDER TO ASSURE ACHIEVING THE PRIMARY OBJECTIVES OF THE OVERALL DEVELOPMENT, CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO THE ENTIRE DEVELOPMENT REGARDLESS OF USE, HEREINAFTER REFERRED TO AS THE "MASTER DECLARATION" ARE FORMULATED AND SET FORTH HEREINAFTER; AND

WHEREAS, BECAUSE THE GRANTOR IS DEVELOPING THE DEVELOPMENT FOR SEVERAL HOMOGENEOUS USES, ALL OF WHICH ARE PART OF THE COMMON PLAN, BUT EACH OF WHICH HAS DIFFERENT CHARACTERISTICS, NEEDS, AND REQUIREMENTS, THE GRANTORS WILL FROM TIME TO TIME THROUGHOUT THE DEVELOPMENT PROCESS, DEVELOP AND PROMULGATE FURTHER CONDITIONS, COVENANTS AND RESTRICTIONS HEREINAFTER REFERRED TO AS "SUPPLEMENTAL DECLARATION" RELATING TO CERTAIN TRACTS OR PARCELS OF REAL PROPERTY WITH SIMILAR USES, NEEDS AND CHARACTERISTICS WITHIN THE DEVELOPMENT; AND

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WHEREAS, IN ORDER TO ACHIEVE THE PRIMARY OBJECTIVES OF THE DEVELOPMENT, IT IS NECESSARY, BOTH WITH RESPECT TO THE OVERALL DEVELOPMENT AND TO THE INDIVIDUAL TRACTS, TO CONTROL THE DESIGN, ARCHITECTURE, CONSTRUCTION AND QUALITY OF IMPROVEMENTS PLACED UPON THE DEVELOPMENT, BOTH DURING THE DEVELOPMENT AND THEREAFTER AND TO PROVIDE FOR THE CONTINUING MAINTENANCE OF THE SAME; AND

WHEREAS, TO ACHIEVE THE PRIMARY OBJECTIVES OF THE DEVELOPMENT, IT IS NECESSARY TO PROVIDE FOR A SYSTEM OF SELF-GOVERNMENT BY OWNERS OF THE DEVELOPMENT AS A WHOLE. HERINAFTER REFERRED TO AS "ASSOCIATION" CONSISTENT WITH THE OVERALL NEEDS AND REQUIREMENTS OF THE DEVELOPMENT WHICH WILL PROVIDE FOR CERTAIN MANAGEMENT AND SELF-GOVERNMENT AND WHICH WILL MEET THE NEEDS OF THE RESIDENTS OF THE THE PROJECT, CONSISTENT WITH THE MASTER DECLARATION AND THE DEVELOPMENT AS A WHOLE. SUCH ASSOCIATION SHALL PERFORM DISCRETIONARY ACTS, FINANCE NEEDED MAINTENANCE AND IMPROVEMENTS, PROMULGATE POLICIES, ENFORCE THE PROVISIONS OF THE MASTER DECLARATION, THE SUPPLEMENTAL DECLARATIONS AND THE RULES, REGULATIONS AND STANDARDS PROMULGATED THEREUNDER, PROVIDE FOR REVIEW AND DECISIONS REGARDING DISPUTES AND ACT ON OTHER MATTERS OF COMMON INTEREST TO RESIDENTS OF THE DEVELOPMENT; AND

WHEREAS, THE GRANTOR, IN ORDER TO ASSURE THAT THE OBJECTIVES OF THE DEVELOPMENT ARE ACHIEVED, WILL CONTROL THE MANAGEMENT AND GOVERNMENT OF THE DEVELOPMENT THROUGHOUT THE MAJOR PORTION OF ITS DEVELOPMENT, PROVIDING FOR THE INITIATION AND EVENTUAL TAKEOVER OF ALL MANAGEMENT FUNCTIONS OWNERS AND RESIDENTS OF THE DEVELOPMENT NEAR CONCLUSION AND COMPLETION OF THE DEVELOPMENT PROCESS; AND

WHEREAS, THE GRANTOR RECOGNIZES THAT IN ORDER TO ACHIEVE AND MAINTAIN THE OBJECTIVES OF THE DEVELOPMENT AND TO ASSIST THE ASSOCIATION MEMBERS WITH THE MANAGEMENT AND SELF-GOVERNMENT OF THE ASSOCIATION, PROFESSIONAL MANAGEMENT MUST BE PROCURED AND UTILIZED INITIALLY AND ON AN ONGOING BASIS, IT BEING FURTHER RECOGNIZED THAT THE MAJORITY OF THE ASSOCIATION MEMBERS WILL BE INEXPERIENCED IN PROPERTY MANAGEMENT AND WILL NEED TO RETAIN PROFESSIONAL, COMPETENT, MANAGEMENT ASSISTANCE IN ORDER TO EFFECTIVELY MEET THE RESPONSIBILITIES AND CARRY OUT THE MANAGEMENT FUNCTIONS NECESSARY TO ACHIEVE THE OBJECTIVES OF THE DEVELOPMENT AND THE RESPONSIBILITIES WITH WHICH THE ASSOCIATION IS CHARGED.

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DECLARATION

NOW, THEREFORE, GRANTORS HEREBY DECLARE THAT THE DEVELOPMENT IS AND SHALL BE HELD, CONVEYED, ENCUMBERED, LEASED, MAINTAINED AND USED SUBJECT TO THE FOLLOWING UNIFORM COVENANTS, CONDITIONS, RESTRICTIONS AND EQUITABLE SERVITUDES IN FURTHERANCE OF A PLAN FOR THE SUBDIVISION, IMPROVEMENT AND SALE OF THE DEVELOPMENT, AND TO ENHANCE THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SUCH PROPERTY. THE RESTRICTIONS SET FORTH HEREIN SHALL RUN WITH THE REAL PROPERTY INCLUDED WITHIN THE DEVELOPMENT; SHALL BE BINDING UPON ALL PERSONS HAVING OR ACQUIRING ANY INTEREST IN SUCH REAL PROPERTY OR ANY PART THEREOF; SHALL INURE TO THE BENEFIT OF EVERY PORTION OF SUCH REAL PROPERTY AND ANY INTEREST THEREIN AND SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON GRANTORS, THEIR SUCCESSORS IN INTEREST, AND MAY BE ENFORCED BY GRANTORS, BY ANY OWNER OR HIS SUCCESSORS IN INTEREST, OR BY THE ASSOCIATION.

THIS MASTER DECLARATION SHALL NOT BE CONSTRUED SO AS TO UNREASONABLY INTERFERE WITH OR PREVENT NORMAL CONSTRUCTION ACTIVITIES DURING THE CONSTRUCTION OF IMPROVEMENTS BY ANY OWNER (INCLUDING GRANTOR) UPON PROPERTY WITHIN THE DEVELOPMENT, PROVIDED THAT WHEN COMPLETED, SUCH IMPROVEMENTS WILL IN ALL WAYS CONFORM TO THE REQUIREMENTS OF THIS MASTER DECLARATION. SPECIFICALLY, NO SUCH CONSTRUCTION ACTIVITIES SHALL BE DEEMED TO CONSTITUTE A NUISANCE OR VIOLATION OF THIS MASTER DECLARATION BY REASON OF NOISE, DUST, PRESENCE OF VEHICLES, OR CONSTRUCTION MACHINERY, ERECTION OF TEMPORARY STRUCTURES, POSTING OF SIGNS OR SIMILAR ACTIVITIES, PROVIDED THAT SUCH CONSTRUCTION IS ACTIVELY, EFFICIENTLY AND EXPEDITIOUSLY PURSUED TO COMPLETION.

FURTHER, THIS DECLARATION SHALL NOT BE CONSTRUED AS TO PREVENT OR LIMIT GRANTOR'S RIGHTS TO MAINTAIN MODEL HOMES, ON ANY PROPERTY IN THE DEVELOPMENT OWNED BY GRANTOR OR ON PROPERTY THE OWNER OF WHICH CONSENTS TO SUCH USE, NOR GRANTOR'S RIGHT TO POST SIGNS INCIDENTAL TO CONSTRUCTION SALES OR LEASING.

ARTICLE 1.

TYPE OF OWNERSHIP:

THIS CONDOMINIUM PROJECT WILL PROVIDE A MEANS OF OWNERSHIP IN FEE SIMPLE OF SEPARATE INTERESTS IN UNITS AND FOR CO-OWNERSHIP WITH OTHERS, AS TENANTS IN COMMON, OF COMMON, AREA, AS THOSE TERMS ARE HEREIN DEFINED.

ARTICLE 2.

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DEFINITIONS:

THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.

SECTION 2.1

ASSOCIATION:

"ASSOCIATION" MEANS KIMBERLAND MEADOWS CONDOMINIUMS, INC., AN IDAHO CORPORATION, NOT FOR PROFIT, ITS SUCCESSORS AND ASSIGNS, ORGANIZED AS PROVIDED HEREIN.

SECTION 2.2

BUILDING:

"BUILDING" MEANS ONE OF THE BUILDINGS CONSTRUCTED ON THE REAL PROPERTY PURSUANT TO THIS DECLARATION EXCEPTING ALL AUTOMOBILE PARKING STRUCTURES

SECTION 2.3

COMMON AREA:

"COMMON AREA" MEANS THE ENTIRE PROJECT EXCEPTING ALL UNITS.

SECTION 2.4

DWELLING UNIT:

"DWELLING UNIT" MEANS A SEPARATE INTEREST IN A UNIT TOGETHER WITH AN EQUAL UNDIVIDED INTEREST IN COMMON IN THE COMMON AREA.

SECTION 2.5

CONDOMINIUM MAP:

"CONDOMINIUM MAP" MEANS THE CONDOMINIUM MAP FOR EACH PHASE OF KIMBERLAND MEADOWS CONDOMINIUMS TO BE FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY RECORDER, CONSISTING OF A SURVEY MAP OF THE SURFACE OF THE GROUNDS 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, UNIT NUMBER AND IDENTIFYING THE UNITS, TOGETHER WITH SUCH OTHER INFORMATION AS MAY BE INCLUDED THEREON IN THE DISCRETION OF THE DECLARANT. A COPY OF SAID CONDOMINIUM

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MAP IS ATTACHED HERETO AS EXHIBIT "A", AND BY THIS REFERENCE MADE A PART HEREOF.

SECTION 2.6

GENERAL COMMON AREA:

"GENERAL COMMON AREA" MEANS ALL COMMON AREA EXCEPTING ALL LIMITED COMMON AREA.

SECTION 2.7

LIMITED COMMON AREA:

"LIMITED COMMON AREA" MEANS THAT COMMON AREA DESIGNATED HEREIN FOR EXCLUSIVE USE BY OWNERS OF PARTICULAR DWELLING UNITS, AS THOSE TERMS ARE HEREIN DEFINED.

SECTION 2.8

MORTGAGE:

"MORTGAGE" MEANS ANY MORTGAGE, DEED OF TRUST, OR OTHER SECURITY INSTRUMENT BY WHICH A DWELLING UNIT OR ANY PART THEREOF IS ENCUMBERED.

SECTION 2.9

MORTGAGEE:

"MORTGAGEE" MEANS ANY PERSON OR ANY SUCCESSOR TO THE INTEREST OF SUCH PERSON NAMED AS THE MORTGAGEE, TRUST BENEFICIARY, OR CREDITOR UNDER ANY MORTGAGE AS DEFINED IN ARTICLE 2., SECTION 2.8 UNDER WHICH THE INTEREST OF ANY OWNER OR SUCCESSOR TO THE INTEREST OF SUCH OWNER IS ENCUMBERED.

SECTION 2.10

OWNER:

"OWNER" MEANS ANY PERSON OR ENTITY INCLUDING DECLARANT, AT ANY TIME OWNING A DWELLING UNIT; 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.

SECTION 2.11

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THE PROJECT:

THE TERM "PROJECT" SHALL COLLECTIVELY MEAN THE REAL PROPERTY AND ALL BUILDINGS AND OTHER IMPROVEMENTS LOCATED ON THE REAL PROPERTY.

SECTION 2.12

SURVEY MAP:

"SURVEY MAP" MEANS THE SURVEY FOR KIMBERLAND MEADOWS CONDOMINIUMS WHICH IS OR SHALL BE RECORDED.

SECTION 2.13

UNIT:

"UNIT" MEANS THE SEPARATE INTEREST IN A DWELLING UNIT, AS BOUNDED BY THE INTERIOR SURFACES OF THE PERIMETER WALLS, CEILING, WINDOWS AND DOORS THEREOF, TOGETHER WITH ALL FIXTURES AND IMPROVEMENTS THEREIN CONTAINED AND THE GROUND AND EARTH BENEATH. NOTWITHSTANDING SUCH MARKINGS, THE FOLLOWING ARE NOT PART OF A UNIT: BEARING WALLS, COLUMNS, AND FOUNDATIONS, PIPES, VENTS, DUCTS, FLUES, CHUTES, CONDUITS, WIRES 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 DOOR 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 AND ANY PATIOS WHICH ARE SHOWN ON CONDOMINIUM MAP AS BELONGING TO SUCH UNIT, BOUNDED AS DESCRIBED HEREIN FROM THE OTHER PORTIONS OF THE UNIT.

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, AND 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 SCHEME OF THE 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 HEREOF SHALL BE DEEMED TO RUN WITH THE LAND 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 THEIR

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 DWELLING UNIT OWNERSHIP:

SECTION 4. 1

ESTATES OF AN OWNER:

THE PROJECT IS HEREBY DIVIDED INTO DWELLING UNITS, EACH CONSISTING OF A SEPARATE INTEREST IN A UNIT AND AN UNDIVIDED INTEREST IN COMMON IN THE COMMON AREA. THE PERCENTAGE OF OWNERSHIP INTEREST IN THE COMMON AREA WHICH IS TO BE ALLOCATED TO EACH UNIT 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 SUCH CODE SHALL BE EQUAL FOR THE REASON THAT EACH OWNER ENJOYS APPROXIMATELY THE SAME BENEFITS FROM THE COMMON AREA AND SHOULD SHARE EQUALLY IN THE LIABILITY.

SECTION 4.2

RIGHTS 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 DWELLING UNITS IN THE FUTURE, DECLARANT RESERVED 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.

SECTION 4.3

TITLE:

TITLE TO A DWELLING UNIT 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.

SECTION 4.4

INSEPARABILITY:

NO PART OF A DWELLING UNIT OR OF THE LEGAL RIGHTS COMPRISING OWNERSHIP OF A DWELLING UNIT MAY BE SEPARATED FROM ANY OTHER PART THEREOF-DURING THE PERIOD OF THE UNDIVIDED INTEREST IN THE COMMON AREA APPURTENANT TO SUCH UNIT AND SHALL ALWAYS BE CONVEYED, DEVISED, ENCUMBERED AND OTHERWISE AFFECTED ONLY AS A COMPLETE DWELLING UNIT. EVERY GIFT, DEVISE, BEQUEST, TRANSFER, ENCUMBRANCE, CONVEYANCE OR OTHER DISPOSITION OF A DWELLING UNIT OR ANY PART THEREOF SHALL BE PRESUMED TO BE A GIFT, DEVISE, BEQUEST, TRANSFER, ENCUMBRANCE OR CONVEYANCE, RESPECTIVELY, OF THE ENTIRE DWELLING UNIT; TOGETHER WITH ALL APPURTENANT RIGHTS, CREATED BY LAW OR BY THIS DECLARATION.

SECTION 4.5

PARTITION NOT PERMITTED:

THE COMMON AREA SHALL BE OWNED IN COMMON BY ALL OWNERS OF DWELLING UNITS, AND NO OWNER MAY BRING ANY ACTION FOR PARTITION THEREOF.

SECTION 4.6

OWNER'S RIGHT TO COMMON AREA:

SUBJECT TO LIMITATIONS CONTAINED IN THIS DECLARATION, EACH OWNER SHALL HAVE THE NONEXCLUSIVE RIGHT TO USE AND ENJOY THE GENERAL COMMON AREA, AND SHALL HAVE THE EXCLUSIVE RIGHT TO USE AND ENJOY THE LIMITED COMMON AREA DESIGNATED HEREIN FOR THE EXCLUSIVE USE BY SUCH OWNER.

SECTION 4.7

TAXES AND ASSESSMENTS:

EACH OWNER SHALL EXECUTE SUCH INSTRUMENT AND TAKE SUCH ACTIONS, AS MAY REASONABLY BE SPECIFIED BY THE ASSOCIATION TO OBTAIN SEPARATE REAL PROPERTY TAX ASSESSMENTS OF THE INTEREST OF EACH OWNER IN EACH DWELLING UNIT. IF ANY TAXES OR SPECIAL DISTRICT OR OTHER ASSESSMENTS MAY, IN THE OPINION OF THE ASSOCIATION, NEVERTHELESS, BE A LIEN ON THE PROJECT OR ANY PART THEREOF, THE ASSOCIATION SHALL PAY THE SAME AND ASSESS THE SAME TO THE OWNER OR OWNERS RESPONSIBLE THEREFOR. EACH OWNER SHALL PAY THE TAXES OR ASSESSMENTS ASSESSED AGAINST HIS DWELLING UNIT, OR INTEREST THEREIN, OR HIS INTEREST IN THE COMMON AREA. OR ANY PART OF ANY OR ALL OF THE FOREGOING, EACH OWNER SHALL PAY ALL TAXES, RATES, IMPOSITIONS AND ASSESSMENTS LEVIED AGAINST THE PROJECT OR ANY PART OF THE COMMON AREA IN PROPORTION TO HIS INTEREST IN THE COMMON AREA, SUCH PAYMENT TO BE MADE TO THE ASSOCIATION AT LEAST THIRTY (30) DAYS PRIOR TO THE DELINQUENCY OF SUCH TAX OR ASSESSMENT, OR

MAY BE PAID ON A MONTHLY BASIS IF PRESCRIBED BY THE ASSOCIATION. EACH SUCH UNPAID TAX OR ASSESSMENT SHALL BEAR INTEREST AT THE RATE OF TWELVE (12%) PER CENT PER ANNUM FROM AND AFTER THE TIME THE SAME BECOMES PAYABLE BY EACH OWNER AND SHALL BE SECURED BY THE LIEN CREATED BY SECTION 9.6 HEREOF.

SECTION 4.8

OWNER'S RIGHT WITH RESPECT TO INTERIORS:

EACH OWNER SHALL HAVE THE EXCLUSIVE RIGHT TO PAINT, REPAIR, TILE, WASH, PAPER OR OTHERWISE MAINTAIN, REFINISH AND DECORATE THE INTERIOR SURFACES OF THE WALL, CEILING FLOORS, WINDOWS, AND DOORS FORMING THE BOUNDARIES OF HIS UNIT AND ALL WALLS, CEILINGS, FLOORS AND DOORS WITHIN SUCH BOUNDARIES.

SECTION 4.9

EASEMENTS FOR ENCROACHMENTS:

IF ANY PART OF THE COMMON AREA ENCROACHES OR SHALL HEREINAFTER 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 EITHER ON THE COMMON AREA OR THE UNITS. ENCROACHMENTS REFERRED TO THEREIN 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.

SECTION 4. 10

EASEMENTS FOR ACCESS FOR REPAIR,
MAINTENANCE AND EMERGENCIES:

SOME OF THE COMMON AREA AND UTILITIES 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 AN AGENCY

RELATIONSHIP, DAMAGE TO THE INTERIOR OF ANY PART OF UNIT OR UNITS RESULTING FROM THE MAINTENANCE, REPAIR, EMERGENCY REPAIR, OR REPLACEMENT OF ANY OF THE COMMON AREA OR AS A RESULT OF EMERGENCY REPAIRS WITHIN ANOTHER UNIT AT THE INSISTENCE 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 NEGLIGENCE OF THE OWNER OF A UNIT, 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 HERETO SHALL BE COLLECTED BY THE ASSOCIATION BY ASSESSMENT PURSUANT TO ARTICLE BELOW.

SECTION 4.11

OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT:

EACH OWNER SHALL HAVE THE RIGHT TO INGRESS AND EGRESS OVER, UPON AND ACROSS THE COMMON AREA NECESSARY FOR THE ACCESS TO HIS UNIT AND TO THE LIMITED COMMON AREA DESIGNATED FOR USE IN CONNECTION WITH HIS UNIT, AND 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 DWELLING UNIT.

SECTION 4.12

ASSOCIATION'S RIGHT TO USE OF COMMON AREA:

THE ASSOCIATION SHALL HAVE A NONEXCLUSIVE EASEMENT TO MAKE SUCH USE OF THE COMMON AREA AS MAY BE NECESSARY OR APPROPRIATE TO PERFORM THE DUTIES AND FUNCTIONS WHICH IT IS OBLIGATED OR PERMITTED TO PERFORM PURSUANT TO THIS DECLARATION.

SECTION 4.13

DECLARANT'S RIGHT INCIDENT TO CONSTRUCTION:

DECLARANT, AND PERSONS THEY 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 INCIDENT TO COMPLETE DEVELOPMENT OF THE PROJECT.

SECTION 4.14

ARCHITECTURAL CONTROL AND EXTERIOR MAINTENANCE:

NO BUILDING, FENCE, WALL OR OTHER STRUCTURE SHALL BE COMMENCED, ERECTED, ALTERED, OR MAINTAINED UPON THE PROJECT, NOR SHALL ANY

EXTERIOR ADDITION TO OR CHANGE OR ALTERATION THEREIN BE MADE UNTIL THE PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIALS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, OR BY AN ARCHITECTURAL COMMITTEE COMPOSED OF THREE (3) OR MORE REPRESENTATIVES APPOINTED BY THE BOARD. IN THE EVENT SAID BOARD, OR ITS DESIGNATED COMMITTEE FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, APPROVAL WILL NOT BE REQUIRED AND THIS SECTION WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THIS ARTICLE SHALL NOT AFFECT OR IN ANYWISE BE APPLICABLE TO THE DECLARANT. IN ORDER TO PRESERVE A UNIFORM EXTERIOR APPEARANCE TO THE BUILDING, THE ASSOCIATION MAY REQUIRE AND PROVIDE FOR THE PAINTING OF THE BUILDINGS AND PATIOS, LIMITED COMMON AREAS AND PRESCRIBE THE TYPE AND COLOR OF PAINT, AND MAY PROHIBIT, REQUIRE, OR REGULATE ANY MODIFICATION OR DECORATION THEREOF UNDERTAKEN OR PROPOSED BY ANY OWNERS. THIS POWER OF THE ASSOCIATION EXTENDS TO SCREENS, DOORS, AWNINGS, RAILINGS, OR OTHER VISIBLE PORTIONS OF EACH UNIT, AND ALL OF THE BUILDINGS. LIMITED COMMON AREAS, ALTHOUGH THE USE THEREOF MAY BE REGULATED UNDER PROVISIONS OF THIS DECLARATION, ARE FOR THE SOLE AND EXCLUSIVE USE OF THE UNITS FOR WHICH THEY ARE RESERVED. OWNERS WILL BE RESPONSIBLE FOR LAND CARE AND MAINTENANCE OF THE PATIOS ADJACENT TO THEIR DWELLING UNITS AND THEIR ASSIGNED PARKING, AS WELL AS OTHER LIMITED COMMON AREAS ASSIGNED TO THEIR UNITS, OWNERS MAY NOT, HOWEVER, MODIFY, PAINT OR OTHERWISE DECORATE, OR IN ANY WAY ALTER THEIR RESPECTIVE LIMITED COMMON AREAS WITHOUT PRIOR APPROVAL OF THE ASSOCIATION.

SECTION 4. 15

EASEMENTS DEEMED CREATED:

ALL CONVEYANCES OF DWELLING UNITS HEREAFTER MADE, WHETHER BY THE DECLARANT OR OTHERWISE, SHALL BE CONSTRUED TO GRANT AND RESERVE SUCH RECIPROCAL EASEMENT AS SHALL GIVE EFFECT TO SECTIONS 4.10, 4.12, 4.12, 4.13 AND 4.14 ABOVE, EVEN THOUGH NO SPECIFIC REFERENCE TO SUCH EASEMENTS OR TO THOSE SECTIONS APPEARS IN ANY SUCH CONVEYANCE.

ARTICLE 5.

DESCRIPTION OF A DWELLING UNIT:

EVERY CONTRACT FOR THE SALE OF A DWELLING UNIT AND EVERY OTHER INSTRUMENT AFFECTING TITLE TO A DWELLING UNIT MAY DESCRIBE THAT DWELLING UNIT BY THE NUMBER SHOWN ON THE CONDOMINIUM MAP APPROPRIATE REFERENCE TO THE CONDOMINIUM MAP AND TO THIS

DECLARATION AS EACH APPEARS ON THE RECORDS OF THE COUNTY RECORDER OF ADAMS COUNTY, IDAHO, IN THE FOLLOWING MANNER:

DWELLING UNIT _____, AS SHOWN ON THE CONDOMINIUM MAP FOR KIMBERLAND MEADOWS CONDOMINIUM, INC., APPEARING IN THE RECORDS OF ADAMS COUNTY, IDAHO, AS _____^{2/21} INSTRUMENT NO. _____, AND AS DEFINED FOR KIMBERLAND MEADOWS CONDOMINIUMS, INC. RECORDED IN THE RECORDS OF ADAMS COUNTY, IDAHO, AS INSTRUMENT NO. _____

SUCH DESCRIPTION WILL BE CONSTRUED TO DESCRIBE THE UNIT, THE PATIO WHICH TOUCHES AND ABUTS THE RESPECTIVE UNIT AS ORIGINALLY CONSTRUCTED BY DECLARANT, AND THE LIMITED COMMON AREA PROVIDED FOR IN THE CONDOMINIUM MAP, INCLUDING STORAGE, TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN THE COMMON AREA, AND TO INCORPORATE ALL THE RIGHTS INCIDENT TO OWNERSHIP OF A DWELLING UNIT AND ALL THE LIMITATIONS ON SUCH OWNERSHIP AS DESCRIBED IN THIS DECLARATION.

ARTICLE 6.

MECHANIC'S LIEN RIGHTS:

NO LABOR PERFORMED OR SERVICES OR MATERIALS FURNISHED WITH THE CONSENT OF OR AT THE REQUEST OF AN OWNER OF HIS AGENT OR HIS CONTRACTOR OR SUBCONTRACTOR SHALL BE THE BASIS FOR THE FILING OF A LIEN AGAINST THE DWELLING UNIT OF ANY OTHER OWNER, OR AGAINST ANY PART THEREOF, OR AGAINST ANY OTHER PROPERTY OF ANY OTHER OWNER, UNLESS SUCH OTHER OWNER HAS EXPRESSLY CONSENTED TO OR 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 DWELLING UNIT IN THE CASE OF EMERGENCY REPAIRS THEREOF. LABOR PERFORMED OR SERVICES OR MATERIALS FURNISHED FOR THE PROJECT 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 DWELLING UNIT FROM A LIEN AGAINST TWO OR MORE DWELLING UNITS OR ANY PART 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 DWELLING UNIT.

ARTICLE 7.

THE ASSOCIATION

SECTION 7.1

MEMBERSHIP:

THE ARTICLES OF INCORPORATION AND THE BY-LAWS OF THE ASSOCIATION ARE HEREBY MADE A PART OF THIS DECLARATION. EVERY OWNER, INCLUDING DECLARANT, SHALL BE ENTITLED AND REQUIRED TO BE A MEMBER OF THE ASSOCIATION. EVERY OWNER, INCLUDING DECLARANT SHALL ALSO BE ENTITLED AND REQUIRED TO BE A MEMBER OF THE KIMBERLAND MEADOWS PROPERTY OWNER'S ASSOCIATION, INC.. THE ARTICLES OF INCORPORATION, THE BY-LAWS AND THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR KIMBERLAND MEADOWS SUBDIVISION ARE HEREBY MADE A PART OF THIS DECLARATION. IF TITLE TO A DWELLING UNIT IS HELD BY MORE THAN ONE PERSON, THE MEMBERSHIP RELATING TO THAT DWELLING UNIT 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 DWELLING UNIT IS HELD. AN OWNER SHALL BE ENTITLED TO ONE MEMBERSHIP FOR EACH DWELLING UNIT OWNED BY HIM. NO PERSON OR ENTITY OTHER THAN NA OWNER MAY BE A MEMBER OF THE ASSOCIATION, AND THE ARTICLES OF INCORPORATION OR BY-LAWS OF THE ASSOCIATION ALWAYS SHALL SO STATE AND SHALL IN ADDITION STATE THAT THE MEMBERSHIP IN THE ASSOCIATION MAY NOT BE TRANSFERRED EXCEPT IN CONNECTION WITH THE TRANSFER OF A DWELLING UNIT. 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 DWELLING UNIT. IN THE EVENT A UNIT IS OWNED BY A CORPORATION OR PARTNERSHIP, SAID CORPORATION OR PARTNERSHIP SHALL STATE TO THE ASSOCIATION, AN AGENT OR MANAGING PARTNER UPON WHOM NOTICES MAY BE SERVED PURSUANT TO THIS DECLARATION, AND WHOSE ACTS OR INACTION SHALL BE BINDING UPON SUCH CORPORATION OR PARTNERSHIP.

SECTION 7.2**VOTING RIGHTS:**

THE TOTAL NUMBER OF VOTES WHICH MAY BE CAST BY ALL MEMBERS OF THE ASSOCIATION SHALL BE AS SET FORTH IN THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE ASSOCIATION AND EACH OWNER SHALL BE ENTITLED TO ONE VOTE, TO BE EXERCISED BY THE OWNER, THE AGENT OR MANAGING PARTNER.

SECTION 7.3**AMPLIFICATION:**

THE PROVISIONS OF THIS ARTICLE ARE AMPLIFIED BY THE ARTICLES OF INCORPORATION OF THE ASSOCIATION AND BY THE BY-LAWS OF THE ASSOCIATION; PROVIDED, HOWEVER, THAT NO PRESENT OR FUTURE PROVISION OF SUCH ARTICLES OF INCORPORATION OR BY-LAWS SHALL SUBSTANTIALLY ALTER OR AMEND ANY OF THE RIGHTS OR OBLIGATIONS OF THE OWNERS SET FORTH

HEREIN.

ARTICLE 8.

CERTAIN RIGHTS AND OBLIGATIONS OF
THE ASSOCIATION:

SECTION 8.1

THE MANAGEMENT BODY:

THE ASSOCIATION IS HEREBY DESIGNATED TO BE THE "MANAGEMENT BODY" AS PROVIDED IN SECTION 55-1503 AND 55-1506 OF THE IDAHO CODE AND SHALL ADMINISTER THE PROJECT IN ACCORDANCE WITH THE CONDOMINIUM PROPERTY ACT OF SUCH CODE, THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE ASSOCIATION AND THE PROVISIONS OF THIS DECLARATION.

SECTION 8.2

THE COMMON AREA:

THE ASSOCIATION, SUBJECT TO THE RIGHTS OF THE OWNERS SET FORTH IN ARTICLE 4 HEREOF, SHALL BE RESPONSIBLE FOR THE EXCLUSIVE MANAGEMENT AND CONTROL OF THE COMMON AREA AND ALL IMPROVEMENTS THEREON (INCLUDING FURNISHING AND EQUIPMENT RELATED THERETO), AND SHALL KEEP THE SAME IN GOOD, CLEAN, ATTRACTIVE AND SANITARY CONDITION, ORDER, AND REPAIR, HOWEVER, EACH OWNER OF A DWELLING UNIT 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 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, THE REPLACEMENT OF TRIM AND CAULKING, THE MAINTENANCE AND REPAIR OF ROOFS, MAINTENANCE AND REPAIR OF AUTOMOBILE PARKING STRUCTURES CONSTITUTING PART OF THE DWELLING UNITS AND ALL OTHER IMPROVEMENTS OR MATERIALS LOCATED WITHIN OR USED IN CONNECTION WITH THE COMMON AREA, EXCEPT FOR MAINTENANCE OF EASEMENTS AS PROVIDED IN SECTION 8.3, SUBSECTION (D), (E), (F), (G) AND (H). THE ASSOCIATION SHALL MAINTAIN IN A PROPRE MANNER ALL LANDSCAPING CONSTITUTING PART OF THE COMMON AREA. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF ANY SPECIFIC OR WATER SYSTEM USED IN CONNECTION WITH THE PREMISES, AND SHALL COMPLY IN ALL RESPECTS WITH THE REQUIREMENTS OF THE CENTRAL DISTRICT HEALTH DEPARTMENT OF THE STATE OF IDAHO, OR ANY OTHER GOVERNMENTAL BODY HAVING JURISDICTION. THE SPECIFICATION OF DUTIES OF THE ASSOCIATION WITH RESPECT TO A PARTICULAR COMMON AREA SHALL NOT BE CONSTRUED TO LIMIT ITS DUTIES WITH RESPECT TO OTHER COMMON AREAS, AS SET FORTH IN THE

FIRST SENTENCE OF THIS SECTION. THE COST OF MANAGEMENT, MAINTENANCE, AND REPAIR BY THE ASSOCIATION SHALL BE BORNE AS PROVIDED IN ARTICLE 9.

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 HEREBY IRREVOCABLY APPOINTS THIS ASSOCIATION AS ATTORNEY IN FACT FOR SUCH PURPOSE.

SECTION 8.3

LIMITED COMMON AREAS:

THERE ARE HEREBY CREATED LIMITED COMMON AREAS WHICH ARE RESERVED FOR THE EXCLUSIVE USE OF THE OWNERS OF UNITS TO WHICH THEY RELATE AND ARE ASSIGNED AND IN CONNECTION THEREWITH. THERE IS HEREBY GRANTED AND RESERVED FOR THE USE AND BENEFIT OF THE DECLARANT AND FOR THE USE AND BENEFIT OF THE OWNERS OF THE UNIT TO WHICH SAID LIMITED COMMON AREAS RELATE AN EXCLUSIVE EASEMENT TO ONE OR MORE, BUT LESS THAN ALL THE OWNERS FOR THE USE AND ENJOYMENT OF SAID LIMITED COMMON AREAS. THE LIMITED COMMON AREAS ARE LOCATED ON AND ARE A PART OF THE COMMON AREA DESCRIBED ABOVE AND ARE DESCRIBED AS FOLLOWS:

PARKING AND STORAGE FACILITIES ASSIGNED TO EACH OF THE DWELLING UNITS .

SECTION 8.4

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 IT CONTRACTS. THE ASSOCIATION MAY OBTAIN AND PAY FOR LEGAL AND ACCOUNTING SERVICES NECESSARY OR DESIRABLE CONNECTION WITH THE OPERATION OF THE PROJECT OR THE ENFORCEMENT OF THIS DECLARATION.

SECTION 8.5

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 INTEREST IN THE

COMMON AREA. SUCH INTEREST SHALL NOT BE TRANSFERABLE EXCEPT WITH THE TRANSFER OF A DWELLING UNIT. A TRANSFER OF A DWELLING UNIT SHALL TRANSFER TO THE TRANSFEREE OWNERSHIP OF THE TRANSFEROR'S BENEFICIAL INTEREST IN 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 DWELLING UNIT UNDER FORECLOSURE SHALL ENTITLE THE PURCHASER TO THE INTEREST IN SUCH PERSONAL PROPERTY ASSOCIATED WITH THE FORECLOSED DWELLING UNIT.

SECTION 8.6

RULES AND REGULATIONS:

THE ASSOCIATION MAY MAKE REASONABLE RULES AND REGULATIONS GOVERNING THE USE OF THE UNITS AND OF THE COMMON AREA, WHICH RULES AND REGULATIONS SHALL BE CONSISTENT WITH THE RIGHTS AND DUTIES ESTABLISHED IN THIS DECLARATION. THE ASSOCIATION MAY SUSPEND ANY OWNERS VOTING 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 PERMITTED BY LAW.

SECTION 8.7

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 9.

ASSESSMENTS:

SECTION 9.1

AGREEMENT TO PAY ASSESSMENT:

DECLARANTS FOR EACH DWELLING UNIT OWNED BY THEM, WITHIN THE PROJECT, AND FOR AND AS THE OWNER OF THE PROJECT AND EVERY PART THEREOF, HEREBY COVENANTS, AND EACH OWNER OF ANY DWELLING UNIT BY THE ACCEPTANCE OF A DEED THEREFORE, 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 THE ASSOCIATION ANNUAL ASSESSMENTS MADE BY THE ASSOCIATION FOR THE PURPOSES PROVIDED IN THIS DECLARATION, AND SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND 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. ASSESSMENTS SHALL COMMENCE FOR THE MONTH A UNIT IS SOLD TO OR OCCUPIED BY AN OWNER OTHER THAN THE DECLARANT, WHICHEVER IS FIRST.

SECTION 9.2

AMOUNT OF TOTAL ANNUAL ASSESSMENTS:

THE TOTAL ANNUAL ASSESSMENTS AGAINST ALL DWELLING UNITS SHALL BE BASED UPON ADVANCE ESTIMATES OF CASH REQUIREMENTS BY THE ASSOCIATION TO PROVIDE FOR THE PAYMENT OF ALL ESTABLISHED EXPENSES GROWING OUT OF OR CONNECTED WITH THE MAINTENANCE AND OPERATION OF THE COMMON AREA OR FURNISHING SEVER AND OTHER COMMON SERVICES TO EACH UNIT, PROVIDED THAT UNTIL JANUARY 1 OF THE YEAR IMMEDIATELY FOLLOWING THE CONVEYANCE OF THE FIRST UNIT TO AN OWNER, THE MAXIMUM MONTHLY ASSESSMENT SHALL BE THE SUM OF FORTY AND NO/100 DOLLARS (\$40.00) PER UNIT, UNLESS INCREASED BY A MAJORITY VOTE OF THE OWNER'S ASSOCIATION. ESTIMATES MAY INCLUDE, AMONG OTHER THINGS EXPENSES OF MANAGEMENT, TAXES AND SPECIAL ASSESSMENTS, UNTIL THE DWELLING 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 TH GROUNDS, SEWER SERVICE CHARGES, REPAIRS AND MAINTENANCE, WAGES FOR ASSOCIATION EMPLOYEES, LEGAL AND ACCOUNTING FEES, ANY DEFICIT REMAINING FORM A PREVIOUS PERIOD, THE CREATION OF A REASONABLE CONTINGENCY RESERVE, SURPLUS AND/OR SINKING FUND, 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.

SECTION 9.3

APPORTIONMENT OF ANNUAL 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 EXCEPT WITH RESPECT TO THE MAINTENANCE, REPAIR AND EXPENSE OF LIMITED COMMON AREA AS DESCRIBED IN SECTION 8.3.

SECTION 9.4

NOTICE OF ANNUAL ASSESSMENTS AND
TIME FOR PAYMENT THEREOF.

ANNUAL ASSESSMENTS SHALL BE MADE ON AN ANNUAL BASIS BUT ALL BE PAID MONTHLY. THE ASSOCIATION SHALL GIVE WRITTEN NOTICE TO EACH OWNER AS TO THE AMOUNT OF THE ANNUAL ASSESSMENTS WITH RESPECT TO HIS DWELLING UNIT ON OR BEFORE JANUARY 1 FOR EACH YEAR FOR THE YEAR COMMENCING ON SUCH DATE SUCH ASSESSMENTS SHALL BE DUE AND PAYABLE IN EQUAL MONTHLY INSTALLMENTS ON THE FIRST DAY OF EACH MONTH. EACH MONTHLY INSTALLMENT SHALL BEAR INTEREST AT THE RATE OF TWELVE PERCENT (12%) 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 DWELLING UNIT FOR SUCH ASSESSMENT, BUT THE DATE WHEN PAYMENT SHALL BECOME DUE IN SUCH CASE SHALL BE DEFERRED TO A DATE THIRTY (30) DAYS AFTER SUCH NOTICE SHALL HAVE BEEN GIVEN.

SECTION 9.5

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED BY THIS ARTICLE, THE ASSOCIATION MAY LEVY IN ANY ASSESSMENT YEAR, 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, UNEXPECTED REPAIR OR REPLACEMENT OF THE PROJECT OR ANY PART THEREOF, OR FOR 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 FOR EXPENSE AUTHORIZED BY OTHER SECTIONS HEREOF WHICH SHALL MAKE SPECIFIC REFERENCE TO THIS ARTICLE. ANY AMOUNTS ASSESSED PURSUANT HERETO SHALL BE ASSESSED TO OWNERS IN PROPORTION TO THE INTEREST IN THE COMMON AREA OWNED BY EACH. NOTICE IN WRITING OF THE AMOUNT OF SUCH SPECIAL ASSESSMENTS AND THE TIME FOR PAYMENT THEREOF SHALL BE GIVEN PROMPTLY TO THE OWNERS, AND NO PAYMENT SHALL BE DUE LESS THAN THIRTY (30) DAYS AFTER SUCH NOTICE SHALL HAVE BEEN GIVEN. A SPECIAL ASSESSMENT SHALL BEAR INTEREST AT THE RATE OF TWELVE PERCENT (12%) PER ANNUM FROM THE DATE IT BECOMES DUE AND PAYABLE IF NOT PAID WITHIN THIRTY (30) DAYS AFTER SUCH DATE. PROVIDED, NO SPECIAL ASSESSMENT SHALL BE LEVIED FOR CAPITAL IMPROVEMENTS WITHOUT AN AFFIRMATIVE VOTE OF SIXTY PERCENT (60%) OF THE MEMBERS. SAID VOTE SHALL TAKE PLACE AT A SPECIAL OR ANNUAL MEETING AS HEREIN PROVIDED FOR.

SECTION 9.6

LIEN FOR ASSESSMENT:

ALL SUMS ASSESSED TO ANY DWELLING UNIT PURSUANT TO THIS ARTICLE, TOGETHER WITH INTEREST THEREON AS PROVIDED HEREIN, SHALL BE SECURED BY A LIEN ON SUCH DWELLING UNIT IN FAVOR OF THE ASSOCIATION UPON RECORDATION OR A NOTICE OR ASSESSMENT AS HEREIN PROVIDED.

TO CREATE A LIEN FOR THE 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 DWELLING UNIT AND A DESCRIPTION OF THE DWELLING UNIT. SUCH NOTICE SHALL BE SIGNED BY THE ASSOCIATION AND MAY BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF ADAMS 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 USE 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 DWELLING UNIT WHICH SHALL BECOME DUE DURING THE PERIOD OF FORECLOSURE. 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 SAME 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 ADAMS 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 DWELLING UNIT MAY PAY, BUT SHALL NOT BE REQUIRED TO PAY, ANY AMOUNTS SECURED BY THE LIEN CREATED BY THIS ELECTION AND UPON SUCH PAYMENT SUCH ENCUMBRANCES 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 DWELLING UNIT ANY UNPAID ASSESSMENT REMAINING UNPAID FOR LONGER THAN NINETY (90) DAYS AFTER THE SAME SHALL HAVE 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 NOT TO EXCEED ONE ADDITIONAL YEAR BY A WRITTEN EXTENSION SIGNED BY THE ASSOCIATION AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF ADAMS COUNTY, IDAHO. PRIOR TO EXPIRATION OF SAID FIRST ONE YEAR PERIOD.

SECTION 9.7

PERSONAL OBLIGATION OF OWNERS:

THE AMOUNT OF ANY ANNUAL OR SPECIAL ASSESSMENT AGAINST ANY DWELLING UNIT SHALL BE THE PERSONAL OBLIGATION OF THE OWNER THEREOF TO THE ASSOCIATION. SUIT TO RECOVER A MONEY JUDGEMENT FOR SUCH PERSONAL OBLIGATION SHALL BE MAINTAINED 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 DWELLING UNIT.

SECTION 9.8

STATEMENT OF ACCOUNT:

UPON PAYMENT OF A REASONABLE FEE NOT TO EXCEED THE SUM OF TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) AND UPON WRITTEN REQUEST OF ANY OWNER OR ANY MORTGAGEE, PROSPECTIVE MORTGAGEE OR PROSPECTIVE PURCHASER OF A DWELLING UNIT, THE ASSOCIATION, OR ITS OUTSIDE MANAGING COMPANY SHALL ISSUE A WRITTEN STATEMENT SETTING FORTH THE AMOUNT OF THE UNPAID ASSESSMENT, IF ANY, WITH RESPECT TO SUCH DWELLING UNIT, THE AMOUNT OF THE CURRENT YEARLY 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 COMPILED 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 MORTGAGEE 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 IF THE STATEMENT IS NOT FURNISHED WITHIN THE TWENTY (20) DAY PERIOD PROVIDED HEREIN AND THEREAFTER AN ADDITIONAL WRITTEN REQUEST IS MADE BY SUCH PURCHASER IS NOT COMPLIED WITH WITHIN TEN (10) DAYS, AND THE PURCHASER SUBSEQUENTLY ACQUIRES THE

DWELLING UNIT.

SECTION 9.9

PERSONAL LIABILITY OF PURCHASER FOR ASSESSMENTS:

SUBJECT TO THE PROVISIONS OF SECTION 9.8, A PURCHASER OF A DWELLING UNIT SHALL BE JOINTLY AND SEVERALLY LIABLE WITH THE SELLER FOR ALL UNPAID ASSESSMENTS AGAINST THE DWELLING UNIT UP TO THE TIME FOR 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.

ARTICLE 10.

USE OF DWELLING UNITS.

SECTION 10.1

RESIDENTIAL:

EACH DWELLING 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 DWELLING UNIT FOR LODGING OR RESIDENTIAL PURPOSES SHALL NOT BE CONSIDERED TO BE A VIOLATION OF THIS COVENANT, UNLESS SUCH RENTAL OR LEASE IS SUBSEQUENTLY RESTRICTED OR PROHIBITED BY THE DULY ADOPTED RESOLUTION OF THE HOMEOWNER'S ASSOCIATION.

SECTION 10.2

USE OF COMMON AREA:

THERE SHALL BE NO OBSTRUCTION OF THE COMMON AREA, NOR SHALL ANYTHING BE STORED ON ANY PART OF THE COMMON AREA WITHOUT THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION. NOTHING SHALL BE ALTERED ON, CONSTRUCTED ON, OR REMOVED FROM THE COMMON AREA, EXCEPT UPON THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION. AS A CONDITION TO APPROVAL OF THE PROJECT BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION, AND IN ACCORDANCE WITH THE ORDINANCES IN SUCH CASE MADE AND PROVIDED, FUTURE DEVELOPMENT RIGHTS TO THE COMMON AREA HAVE BEEN DEDICATED TO THE PLANNING AND ZONING AUTHORITY WITH JURISDICTION, WITH CERTAIN RESERVATIONS AS IS CONTAINED IN SUCH DEDICATION OF RECORD IN THE OFFICE OF THE ADAMS COUNTY RECORDER, STATE OF IDAHO.

SECTION 10.3

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 INSURANCE ON THE PROJECT OR ANY PART THEREOF OVER WHAT THE ASSOCIATION, BUT FOR ANY SUCH ACTIVITY, WOULD PAY, WITHOUT THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION NOTHING SHALL BE DONE OR KEPT IN ANY UNIT OR IN THE COMMON AREA OR ANY PART THEREOF WHICH WOULD BE A VIOLATION OF ANY STATUS, 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 ANY 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 OR 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 PERSON AT ANY TIME LAWFULLY RESIDING IN THE PROJECT.

SECTION 10.4

ANIMALS:

THE ASSOCIATION MAY BY RULES OR REGULATIONS PROHIBIT OR LIMIT THE RAISING, BREEDING OR KEEPING OF ANIMALS, LIVESTOCK OR POULTRY IN ANY UNIT OR ON THE COMMON AREA OR ANY PART THEREOF.

SECTION 10.5

RULES AND REGULATIONS:

NO OWNER SHALL VIOLATE THE RULES AND REGULATIONS FOR THE USE OF THE UNITS AND OF THE COMMON AREA AS ADOPTED FROM TIME TO TIME BY THE ASSOCIATION.

SECTION 10.6

MAINTENANCE OF INTERIORS:

EACH OWNER SHALL KEEP THE INTERIOR OF HIS UNIT, INCLUDING WITHOUT LIMITATION, INTERIOR WALLS, WINDOWS, GLASS, BOTH INTERIOR AND EXTERIOR CEILINGS, FLOORS, AND PERMANENT FIXTURES AND APPURTENANCES THERETO, IN A CLEAN SANITARY AND ATTRACTIVE CONDITION, AND GOOD STATE OF REPAIR, AND SHALL KEEP THE LIMITED COMMON AREA DESIGN AND FOR USE

IN CONNECTION WITH HIS UNIT IN A CLEAN, SANITARY AND ATTRACTIVE CONDITION, AND SHALL KEEP THE HEATING EQUIPMENT AND WATER HEATER SERVING HIS UNIT EXCLUSIVELY IN A GOOD STATE OF MAINTENANCE AND REPAIR.

SECTION 10.7

STRUCTURAL ALTERATIONS:

NO ALTERATIONS TO ANY UNIT SHALL BE MADE THAT WOULD CAUSE STRUCTURAL WEAKNESS OR DAMAGE, AND NO ARCHITECTURAL CHANGES, PLUMBING, ELECTRICAL OR SIMILAR WORK WITHIN THE COMMON AREA SHALL BE DONE BY ANY 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.

ARTICLE 11.

INSURANCE:

SECTION 11.1

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 OTHER INSURANCE COVERAGE NOT REQUIRED HEREUNDER, IN SUCH AMOUNTS AND IN SUCH FORMS AS THE ASSOCIATION MAY DEEM APPROPRIATE FROM TIME TO TIME.

A.

CASUALTY INSURANCE:

IF REASONABLY AVAILABLE, THE ASSOCIATION SHALL OBTAIN INSURANCE ON THE PROJECT IN SUCH AMOUNTS AS SHALL PROVIDE FOR FULL REPLACEMENT THEREOF IN THE EVENT OF DAMAGE OR DESTRUCTION FROM THE CASUALTY AGAINST WHICH SUCH INSURANCE IS OBTAINED, ALL IN THE MANNER IN WHICH A CORPORATION OWNING SIMILAR MULTIPLE FAMILY RESIDENTIAL BUILDINGS IN THE VICINITY OF THE PROJECT WOULD, IN THE EXERCISE OF PRUDENT BUSINESS JUDGEMENT, OBTAIN SUCH INSURANCE. 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. IN THE EVENT THAT INSURANCE COVERAGE REGARDING CASUALTY ON DWELLING UNITS CHANGES AND IT BECOMES FEASIBLE FOR OWNERS TO PURCHASE INDIVIDUAL POLICIES OF INSURANCE, THE ASSOCIATION MAY DELEGATE ITS RESPONSIBILITY IN REGARD TO CASUALTY AND OTHER INSURANCE REQUIRED BY THIS SECTION TO THE INDIVIDUAL OWNERS BY A MAJORITY VOTE, SAID OWNERS TO THEN TAKE THE PLACE OF THE ASSOCIATION IN REGARD THERETO.

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, 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'S COMPENSATION AND
EMPLOYER'S LIABILITY INSURANCE:

THE ASSOCIATION SHALL PURCHASE WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE AND ALL OTHER SIMILAR INSURANCE IN RESPECT OF EMPLOYEES OF THE ASSOCIATION IN THE AMOUNTS AND IN THE FORMS NOW OR HEREAFTER REQUIRED BY LAW.

D.

FIDELITY INSURANCE:

THE ASSOCIATION SHALL 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.

E.

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.

SECTION 11.2

FORM:

CASUALTY INSURANCE SHALL BE CARRIED IN A FORM OR FORMS NAMING THE ASSOCIATION THE INSURED, AS TRUSTEE FOR THE OWNERS, WHICH POLICY OR POLICIES SHALL SPECIFY THE INTEREST OF EACH DWELLING UNIT OWNER (OWNER'S NAME, UNIT NUMBER, THE APPURTENANT UNDIVIDED INTEREST IN THE COMMON AREA), AND WHICH POLICY OR POLICIES SHALL PROVIDE A STANDARD LOSS PAYABLE CLAUSE PROVIDING FOR PAYMENTS OF INSURANCE PROCEEDS TO THE ASSOCIATION AS TRUSTEE FOR THE OWNERS AND FOR THE RESPECTIVE FIRST MORTGAGEE 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 CANCELLED 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 OTHER AND TO 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 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.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE 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.

SECTION 11.3

OWNER'S RESPONSIBILITY:

INSURANCE COVERAGE ON THE FURNISHINGS INITIALLY PLACED IN THE

UNIT BY DECLARANT, AND CASUALTY AND PUBLIC LIABILITY INSURANCE COVERAGE EITHER EACH INDIVIDUAL UNIT AND FOR ACTIVITIES OF THE OWNER, NOT ACTING BY THE ASSOCIATION, WITH RESPECT TO THE COMMON AREA, INSURANCE COVERAGE AGAINST LOSS FROM THEFT ON ALL PERSONAL PROPERTY AND INSURANCE COVERAGE ON ITEMS OF PERSONAL PROPERTY PLACED IN THE UNIT BY OWNER, SHALL BE THE RESPONSIBILITY OF THE RESPECTIVE OWNERS.

SECTION 11.4

INSURANCE PROCEEDS:

THE ASSOCIATION SHALL RECEIVE THE PROCEEDS OF ANY CASUALTY INSURANCE PAYMENTS RECEIVED UNDER POLICIES OBTAINED AND MAINTAINED PURSUANT TO THIS ARTICLE. 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 HEREIN AND THERE IS A DETERMINATION THAT THE PROJECT SHALL NOT BE REBUILT, THE PROCEEDS SHALL BE DISTRIBUTED TO THE OWNERS IN AN AMOUNT PROPORTIONATE TO THEIR INTEREST IN THE PROJECT COMPARED TO ITS ASSESSED VALUATION BY THE ADAMS COUNTY ASSESSOR. EACH OWNER AND EACH MORTGAGEE SHALL BE BOUND BY THE APPORTIONMENTS OF DAMAGE AND OF THE INSURANCE PROCEEDS MADE BY THE ASSOCIATION PURSUANT HERETO.

SECTION 11.5

OWNER'S OWN INSURANCE:

NOTWITHSTANDING THE PROVISIONS OF SECTION 1.1 HEREOF, EACH OWNER MAY OBTAIN INSURANCE AT HIS OWN EXPENSE PROVIDING COVERAGE UPON HIS DWELLING 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 DWELLING UNIT SHALL WAIVE THE INSURANCE COMPANY'S RIGHT OF SUBROGATION AGAINST THE ASSOCIATION, THE OTHER OWNERS, AND THE SERVANT, AGENTS AND GUEST OF ANY OF THEM.

ARTICLE 12.

CASUALTY DAMAGE OR DESTRUCTION:

SECTION 12.1

AFFECTS TITLE:

TITLE TO EACH DWELLING UNIT IS HEREBY MADE SUBJECT TO THE TERMS AND CONDITIONS HEREOF, WHICH BIND THE DECLARANT AND ALL SUBSEQUENT OWNERS, WHETHER OR NOT IT BE SO EXPRESSED IN THE DEED BY WHICH ANY OWNER ACQUIRES HIS DWELLING UNIT.

SECTION 12.2

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.

SECTION 12.3

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 A DWELLING UNIT 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 MEANS 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 ALL FIRST MORTGAGEES UNANIMOUSLY AGREE NOT TO REBUILD IN ACCORDANCE WITH THE PROVISIONS SET FORTH HEREINAFTER.

IN THE EVENT ANY MORTGAGEE SHOULD FAIL OR REFUSE TO AGREE NOT TO REBUILD, THE ASSOCIATION SHALL HAVE THE OPTION TO PURCHASE SUCH MORTGAGE BY PAYMENT IN FULL OF THE AMOUNT SECURED THEREBY IF THE OWNERS ARE IN UNANIMOUS AGREEMENT NOT TO REBUILD. THE ASSOCIATION SHALL OBTAIN THE FUNDS FOR SUCH PURPOSE BY SPECIAL ASSESSMENTS UNDER ARTICLE 9 OF THIS DECLARATION.

SECTION 12.4

ESTIMATE OF COSTS:

AS SOON AS PRACTICABLE AFTER AN EVENT CAUSING DAMAGE OR

DESTRUCTION OF, ANY PART OF THE PROJECT, THE ASSOCIATION SHALL OBTAIN ESTIMATES THAT IT DEEMS RELIABLE AND COMPLETE OF THE COSTS OF REPAIR OR RECONSTRUCTION OF THE PART OF THE PROJECT DAMAGED OR DESTROYED.

SECTION 12.5

REPAIR OR 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 TO 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 FIVE PERCENT (5%) 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.

SECTION 12.6

FUNDS FOR RECONSTRUCTION:

THE PROCEEDS OF ANY INSURANCE COLLECTED 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 9 HEREOF, MAY LEVY IN ADVANCE A SPECIAL ASSESSMENT SUFFICIENT TO PROVIDE FUNDS TO PAY SUCH ESTIMATED OR ACTUAL COSTS 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.

SECTION 12.7

DISBURSEMENT OF FUNDS FOR THE REPAIR OR RECONSTRUCTION:

THE INSURANCE PROCEEDS HELD BY THE ASSOCIATION AND THE AMOUNTS RECEIVED FROM THE ASSESSMENTS PROVIDED FOR IN SECTION 12.6 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 EACH OWNER PURSUANT TO THE ASSESSMENTS BY THE ASSOCIATION UNDER SECTION 12.6 OF THIS DECLARATION.

SECTION 12.8

DECISION NOT TO REBUILD:

IF ALL OWNERS AND ALL HOLDERS OF FIRST MORTGAGES ON DWELLING UNITS 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 11.4

ARTICLE 13.

CONDEMNATION:

SECTION 13.1

CONSEQUENCES OF CONDEMNATION:

IF AT ANY TIME OR TIMES 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 ANY OR IN AVOIDANCE THEREOF, THE FOLLOWING PROVISIONS SHALL APPLY.

SECTION 13.2

PROCEEDS:

ALL COMPENSATION, DAMAGES, OR OTHER PROCEEDS THEREFROM, THE SUM OF WHICH IS HEREINAFTER CALLED THE "CONDEMNATION AWARD" SHALL BE PAYABLE TO THE ASSOCIATION.

SECTION 13.3

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 ASSESSED VALUATION OF THE DWELLING UNIT, EXCLUSIVE

OF THE AMOUNTS PAID FOR PERSONAL PROPERTY, TO THE TOTAL VALUATION OF THE PROJECT, 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 11.4 OF THIS DECLARATION.

SECTION 13.4

PARTIAL TAKING:

IN THE EVENT THAT 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 HEREUNDER SHALL NOT TERMINATE. EACH OWNER SHALL BE ENTITLED TO A SHARE OF THE CONDEMNATION AWARD TO BE DETERMINED IN THE FOLLOWING MANNER: AS SOON AS PRACTICABLE THE ASSOCIATION SHALL, REASONABLY AND IN GOOD FAITH, ALLOCATE THE CONDEMNATION AWARD BETWEEN THE 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 EQUALLY AMONG OWNERS,

B) THE TOTAL AMOUNT ALLOCATED TO SEVERANCE DAMAGES SHALL BE APPORTIONED TO THOSE DWELLING UNITS WHICH WERE NOT TAKEN OR CONDEMNED,

C) THE RESPECTIVE AMOUNTS ALLOCATED TO THE TAKING OF OR INJURY TO A PARTICULAR UNIT AND/OR IMPROVEMENTS AS 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 11.4 OF THIS DECLARATION.

SECTION 13.5

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 RELOCATE THE OWNERSHIP, VOTING RIGHTS, AND ASSESSMENTS RATIO DETERMINED IN ACCORDANCE WITH THIS DECLARATION ACCORDING TO THE SAME PRINCIPALS EMPLOYED IN THIS DECLARATION AT ITS INCEPTION AND SHALL SUBMIT SUCH REAL LOCATION TO THE OWNERS OF REMAINING UNITS FOR AMENDMENT TO THE DECLARATION AS PROVIDED IN ARTICLE 14 HEREOF.

SECTION 13.6

RECONSTRUCTION AND REPAIR:

ANY RECONSTRUCTION AND REPAIR NECESSITATED BY CONDEMNATION SHALL BE GOVERNED BY THE PROCEDURES SPECIFIED IN ARTICLE 12 ABOVE.

ARTICLE 14.

AMENDMENT TO DECLARATION:

THE COVENANTS AND RESTRICTED OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND, FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME THEY SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS. THIS DECLARATION MAY BE AMENDED DURING THE FIRST TWENTY (20) YEAR PERIOD BY AN INSTRUMENT SIGNED BY NOT LESS THAN NINETY PERCENT (90%) OF THE OWNERS, AND THEREAFTER BY AN INSTRUMENT SIGNED BY NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE OWNERS. ANY AMENDMENT MUST BE RECORDED. AS LONG AS THE DECLARANT OWNS ANY UNITS, THE FOLLOWING ACTIONS WILL REQUIRE THE PRIOR APPROVAL OF THE LENDING INSTITUTIONS BACKING THE DECLARANT, TO-WIT: DEDICATION OF COMMON AREA, AMENDMENT OF THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ARTICLES OF INCORPORATION OF THE ASSOCIATION AND THE BY-LAWS THEREOF.

ARTICLE 15.

PERIOD OF CONDOMINIUM OWNERSHIP:

THE CONDOMINIUM OWNERSHIP CREATED BY THIS DECLARATION AND THE CONDOMINIUM MAP SHALL CONTINUE UNTIL THIS DECLARATION IS

REVOKED IN THE MANNER PROVIDED IN ARTICLE 14 OF THIS DECLARATION OR UNTIL TERMINATED IN THE MANNER PROVIDED IN ARTICLE 13.

ARTICLE 16.

MISCELLANEOUS:

SECTION 16.1

COMPLIANCE WITH PROVISIONS OF DECLARATION AND BY-LAWS OF THE ASSOCIATION

EACH OWNER SHALL COMPLY WITH THE PROVISIONS OF THIS DECLARATION, THE ARTICLES OF INCORPORATION AND THE BY-LAWS 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 ACTION TO RECOVER SUMS DUE AND FOR DAMAGES OR INJUNCTIVE RELIEF OR BOTH, MAINTAINABLE BY THE ASSOCIATION OF BEHALF OF THE OWNERS, OR, IN A PROPER CASE, BY AN AGGRIEVED OWNER.

SECTION 16.2

REGISTRATION OF MAILING ADDRESS:

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. IN CASE OF A CORPORATE OR PARTNERSHIP OWNERSHIP, THE ENTITY SHALL DESIGNATE THE CORPORATE AGENT OR "VOTING OWNER" UPON WHOM SHALL BE MADE, LEAVING WITH THE ASSOCIATION A CORRECT ADDRESS. ACTION OR INACTION BY THE VOTING OWNER SHALL BE BINDING UPON ALL PARTNERS. 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 TO BE SERVED ON MORTGAGEES PURSUANTS HERETO SHALL BE SENT BY EITHER REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE ADDRESS AS THE ADDRESS AS THE MORTGAGEE MAY HAVE FURNISHED TO THE ASSOCIATION IN WRITING. UNLESS THE MORTGAGEE FURNISHES THE ASSOCIATION SUCH ADDRESS, THE MORTGAGEE SHALL BE ENTITLED TO RECEIVE NONE OF THE NOTICES PROVIDED FOR IN THIS DECLARATION. ANY NOTICE REFERRED TO IN THIS SECTION SHALL BE DEEMED GIVEN WHEN DEPOSITED IN THE UNITED STATES MAIL IN THE FORM PROVIDED FOR THIS SECTION.

SECTION 16.3

TRANSFER OF DECLARANT'S RIGHTS:

ANY RIGHT OR ANY INTEREST RESERVED HEREBY TO THE DECLARANT MAY BE TRANSFERRED OR ASSIGNED BY THE DECLARANT EITHER SEPARATELY OR WITH ONE OR MORE OF SUCH RIGHTS OR INTEREST, TO ANY PERSON OR ENTITY.

SECTION 16.4

OWNER'S OBLIGATIONS CONTINUE:

ALL OBLIGATIONS OF THE OWNER UNDER AND BY VIRTUE OF THE PROVISIONS CONTAINED IN THE DECLARATION SHALL CONTINUE, NOTWITHSTANDING THAT HE MAY HAVE LEASED OR RENTED SAID INTEREST AS PROVIDED HEREIN, BUT THE OWNER OF A DWELLING UNIT SHALL HAVE NO OBLIGATION FOR EXPENSES OR OTHER OBLIGATIONS ACCRUING AFTER HE CONVEYS SUCH DWELLING UNIT.

SECTION 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 GENDER.

SECTION 16.6

SEPARABILITY

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, THE APPLICATION OF ANY SUCH PROVISIONS, PARAGRAPH, SENTENCE, CLAUSE, PHRASE OR WORD IN ANY OTHER CIRCUMSTANCE SHALL NOT BE AFFECTED THEREBY.

SECTION 16.7

STATUTE:

THE PROVISIONS OF THIS DECLARATION SHALL BE IN ADDITION AND SUPPLEMENTAL TO THE CONDOMINIUM PROPERTY ACT OF THE STATE OF IDAHO AND TO ALL OTHER PROVISIONS OF THE LAW.

MASTER CONDOMINIUM DECLARATION.

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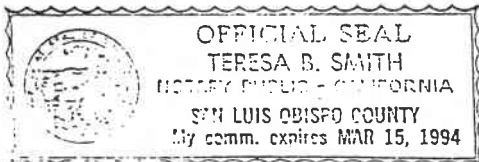
THIS DECLARATION IS APPROVED ON THIS 5th DAY OF JUNE, 1990

Robert M. Brennan
ROBERT M. BRENNAN

STATE OF CALIFORNIA)
(SS.
COUNTY OF San Luis Obispo)

ON THIS 5th DAY OF June, 1990, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID STATE, PERSONALLY APPEARED ROBERT M. BRENNAN, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.



Teresa B. Smith
NOTARY PUBLIC FOR CALIFORNIA
RESIDING AT: San Luis Obispo
MY COMMISSION EXPIRES: 3-15-94

78753

RULES AND REGULATIONS:
KIMBERLAND MEADOWS CONDOMINIUMS INC.

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RULES AND REGULATIONS.

OF

KIMBERLAND MEADOWS CONDOMINIUMS, INC.

- 1) SO AS TO PREVENT THE POSSIBILITY OF FROZEN WATER PIPES AND THE INHERENT DANGER OF WATER DAMAGE TO THAT UNIT OR ADJACENT UNITS, THE TEMPERATURE OF ANY CONDOMINIUM SHALL NOT BE PERMITTED TO FALL BELOW 50 DEGREES FAHRENHEIT AT ANY TIME.
- 2) TIMESHARE ARRANGEMENTS OR OWNERSHIP OF ANY UNIT SHALL BE PROHIBITED. NO UNIT SHALL BE OWNED BY MORE THAN FOUR INDIVIDUALS OR ENTITIES.
- 3) NO MOTORHOMES, PICK-UP CAMPERS, OR CAMP TRAILERS SHALL BE PARKED ANYWHERE ON KIMBERLAND MEADOWS CONDOMINIUMS SITE FOR MORE THAN SIX HOURS AND IN NO CASE SHALL ANY PICK-UP CAMPER, CAMP TRAILER OR MOTORHOME BE PARKED OVERNIGHT ON THE CONDOMINIUM SITE. PARKING OF THE TYPES ABOVE SPECIFIED IS PERMITTED AT THE PLACE DESIGNATED BUT OWNERS OF SUCH VEHICLES SHALL NOT UTILIZE SUCH DESIGNATED PLACE AS A CAMPING SITE. THE EXPRESS USE PERMITTED THEREON IS STRICTLY FOR PARKING.
- 4) EACH OWNER/MEMBER MAY HAVE A SIGN AFFIXED TO HIS IMPROVEMENTS OR LOCATED UPON THE BUILDING SITE ANNOUNCING THE FAMILY NAME OF THE SAID OWNER/MEMBER. HOWEVER, ANY SUCH SIGN SHALL FULLY CONFORM TO THE GUIDELINES, RULES AND REGULATIONS WHICH ARE HEREAFTER TO BE SET OUT BY THE BOARD OF DIRECTORS OF KIMBERLAND MEADOWS CONDOMINIUMS, INC. HOWEVER, IN NO EVENT SHALL SUCH SIGN BE CONSTRUCTED OF ANYTHING OTHER THAN WOOD NOR SHALL IT EXCEED TEN (10) INCHES IN HEIGHT BY TWENTY-FOUR (24) INCHES IN LENGTH.
- 5) THERE MAY BE ONE SIGN OF NOT MORE THAN THREE FEET (3') SQUARE ADVERTISING THE BUILDING SITE, AND/OR IMPROVEMENTS FOR SALE OR SIGNS WHICH MIGHT BE UTILIZED BY THE DECLARANT OR OWNER/MEMBER TO ADVERTISE THE PROPERTY DURING THE DEVELOPMENT AND SALES PERIOD. IF A BUILDING SITE AND/OR IMPROVEMENTS ARE SOLD, ANY SIGN RELATING THERETO SHALL BE REMOVED WITHIN FIVE (5) DAYS OF THE DATE OF CLOSING.
- 6) NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY PART OF THE COMMON AREA OR BUILDING SITES EXCEPT DOGS, CATS, OR COMMON PETS PROVIDED THAT SUCH HOUSEHOLD PETS ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE AND SHALL NOT BE ALLOWED IN THE COMMON AREA UNLESS ON A LEASH. DOGS SHALL NOT BE ALLOWED IN THE COMMON AREA UNLESS ON A LEASH. DOGS SHALL NOT BE ALLOWED TO RUN AT LARGE EVEN ON THE BUILDING SITES AND NO MORE THAN TWO (2) DOGS AND/OR CATS OR ANY OTHER PETS MAY BE KEPT AT ONE TIME EXCEPT THAT A LITTER OF YOUNG MAY BE KEPT UPON THE BUILDING SITES UNTIL THEY ARE EIGHT (8) WEEKS OLD.
- 7) NO PART OF THE COMMON AREA OR BUILDING SITES SHALL BE USED OR

RULES AND REGULATIONS:
KIMBERLAND MEADOWS CONDOMINIUMS INC.

MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR ANY OTHER WASTE. NO GARBAGE, TRASH, OR ANY OTHER WASTE SHALL BE KEPT OR MAINTAINED ON ANY PART OF SAID PROPERTY EXCEPT IN A SANITARY CONTAINER. ALL EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

8) NO NOXIOUS, OFFENSIVE OR UNSIGHTLY CONDITION SHALL BE PERMITTED UPON ANY PART OF THE COMMON AREA OR BUILDING SITES. NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

9) NO TRAILER, CAMPER, MOBILE HOME, CAMP TRUCK, TENT, GARAGE, BARN, SHACK OR OTHER OUTBUILDING SHALL AT ANY TIME BE USED AS A RESIDENCE, TEMPORARILY OR PERMANENTLY ON ANY PART OF THE COMMON AREA OR BUILDING SITES.

10) NO PERSON SHALL OPERATE A SNOWMOBILE, MOTORCYCLE OR OTHER RECREATIONAL OR OFF-ROAD VEHICLE UPON THE COMMON AREA OR THOROUGHFARES WITHIN THE PROJECT EXCEPT FOR INGRESS AND EGRESS FROM THE PROJECT. ALL SUCH EQUIPMENT SHALL CONFORM TO THE NOISE DECIBEL LIMITS AS PROMULGATED BY ADAMS COUNTY, IDAHO.

11) NO OWNER/MEMBER SHALL REMOVE OR OTHERWISE ALTER ANY PLANT, TREE, VEGETATION OR ANY LANDSCAPING OR IMPROVEMENT IN THE COMMON AREA WITHOUT WRITTEN CONSENT OF THE BOARD OF DIRECTORS.

12) NO OWNER/MEMBER SHALL REMOVE, OR OTHERWISE ALTER ANY TREES NOW EXISTING ON THE BUILDING SITES PRIOR TO OR DURING THE CONSTRUCTION PHASE ON SAID BUILDING SITE WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE BOARD OF DIRECTORS.

EFFECTIVE FROM AND AFTER THE 6TH DAY OF MAY, 1990.

INSTRUMENT NO. 78753

State of Idaho }
County of Adams } :ss.

Filed for record at the request of
Tom Kerr

45 min. past 10 o'clock A.M.
this 18 day of June, 19 90

Bk 16M of Miscellaneous PG 487-499

MICHAEL FISK, RECORDER

by *[Signature]*
Deputy

Fee \$ 114.00

COMMITMENT TO AMENDMENT OF CONDOMINIUM DECLARATION
Article 9, Section 9.2 & 9.3

81934

Kimberland Meadows Co. Inc. as majority share holder in Kimberland Meadows Condominium Association (KM COA) and directors of the board of KM COA, herein agree to amend the KM COA declarations, so as to delineate the proportional interest of Condo owner in proportion to the square footage ratio of their unit. This proportioning is specific to the expense of KM COA insurance, common utilities and any other unit size dependent variable expense.

This will be completed as soon as KM COA insurance package has been approved and engaged, but no later than October 15, 1990.

Miguel A. Phelps 8-20-90
KM Co. Inc. Representative

Gerald B. Conger 8-20-90
Owner

Shirley L. Conger 8-20-90
Owner

The undersigned certify that this is a true copy of the agreement signed on August 20, 1990.

Miguel A. Phelps 5-4-92
Miguel A. Phelps

Gerald B. Conger 5-4-92
Owner

Shirley L. Conger 5-4-92
Owner

INDIVIDUAL ACKNOWLEDGMENT

State of Idaho
County of Valley } ss.

On this the 4th day of May 1992, before me,

Eloris R. Chisholm
the undersigned Notary Public, personally appeared
Shirley L. Congers, Gerald B. Congers
and Miguel A. Phelps

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) are subscribed to the
within instrument, and acknowledged that they executed it.
WITNESS my hand and official seal.



Eloris R. Chisholm
Notary's Signature

My Commission Expires 11-4-97

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.
Title or Type of Document Commitment to Amendment of Condo Declaration
Number of Pages One Date of Document 8-20-90 and 5-4-92
Signer(s) Other Than Named Above G

INSTRUMENT NO. 81934

State of Idaho)
County of Adams) ss.

Filed for record at the request of
Gerald Conger

35 min. past 1 o'clock P.M.
this 4 day of May, 1992

by *Michael Fisk*
Deputy

Fee \$3.00

COMMITMENT TO AMENDMENT OF
CONDOMINIUM DECLARATION
Kimberland Meadows Co. Inc.
and
Gerald B. & Shirley L. Conger