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STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
MECKEL ENGINEERING
2004 NOV 17 P 12:08
DANIEL J. ENGLISH
[Signature]
DEPUTY
FEES 144.00

**DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
HAYDEN LAKE EXECUTIVE RV & BOAT
CONDOMINIUMS**

KOOTENAI COUNTY, IDAHO

TABLE OF CONTENTS

ARTICLE I 3

DEFINITIONS 3

ARTICLE II DECLARATION OF CONDOMINIUM 6

 SECTION 2.1. PROPERTY SUBJECT TO THIS DECLARATION 6

 SECTION 2.2. SUBMISSION OF PROPERTY 6

 SECTION 2.3. DESCRIPTION OF THE PROJECT 6

ARTICLE III OWNERS ASSOCIATION 8

 SECTION 3.1. ESTABLISHMENT OF ASSOCIATION 8

 SECTION 3.2. AUTHORITY OF DECLARANT DURING PERIOD OF DECLARANT CONTROL 8

 SECTION 3.3. RESPONSIBILITIES OF DECLARANT DURING PERIOD OF DECLARANT CONTROL 8

ARTICLE IV PROPERTY RIGHTS 10

 SECTION 4.1. OWNERS' EASEMENTS OF ENJOYMENT 10

 SECTION 4.2. DELEGATION OF USE 10

ARTICLE V MEMBERSHIP AND VOTING RIGHTS 11

 SECTION 5.1. MEMBERSHIP 11

 SECTION 5.2. VOTING RIGHTS 11

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS 11

 SECTION 6.1. PERSONAL OBLIGATION OF ASSESSMENTS 11

 SECTION 6.2. PURPOSE OF ASSESSMENTS 12

 SECTION 6.3. UNIFORM RATE OF ASSESSMENT 12

 SECTION 6.4. DATE OF COMMENCEMENT OF REGULAR ASSESSMENTS 12

 SECTION 6.5. SPECIAL ASSESSMENT 13

 SECTION 6.6. EMERGENCY ASSESSMENTS 13

 SECTION 6.7. CORRECTION ASSESSMENTS 13

 SECTION 6.8. FINE ASSESSMENT 13

 SECTION 6.9. NOTICE AND QUORUM FOR ANY ACTION 13

 SECTION 6.10. NON-PAYMENT OF ASSESSMENTS – REMEDIES OF THE ASSOCIATION 14

 SECTION 6.11. SUBORDINATION OF THE LIEN TO MORTGAGES 14

ARTICLE VII ARCHITECTURAL CONTROL 14

 SECTION 7.1. IMPROVEMENTS 14

ARTICLE VIII COMMON WALLS--RIGHTS AND DUTIES OF OWNERS 15

 SECTION 8.1. COMMON WALLS 15

ARTICLE IX REPAIR AND MAINTENANCE 15

 SECTION 9.1. BY OWNER 15

SECTION 9.2. BY THE ASSOCIATION. 16
SECTION 9.3. GENERAL MAINTENANCE. 16
SECTION 9.4. REPAIR NECESSITATED BY OWNER..... 17
ARTICLE X EASEMENTS 17
SECTION 10.1. GENERAL EASEMENTS TO COMMON ELEMENTS..... 17
SECTION 10.2. PUBLIC UTILITIES. 17
SECTION 10.3. EASEMENTS FOR ENCROACHMENTS. 18
SECTION 10.4. DEVELOPMENT EASEMENTS FOR DECLARANT..... 18
ARTICLE XI USE RESTRICTIONS..... 18
SECTION 11.1. STORAGE USE. 18
SECTION 11.2. ANIMALS. 19
SECTION 11.3. EXTERNAL FIXTURES..... 19
SECTION 11.4. UTILITY SERVICE..... 19
SECTION 11.5. TEMPORARY STRUCTURES. 19
SECTION 11.6. PARKING. 19
SECTION 11.7. OUTSIDE SPEAKERS AND AMPLIFIERS..... 20
SECTION 11.8. REPAIRS. 20
SECTION 11.9. UNSIGHTLY ITEMS..... 20
SECTION 11.10. OIL, WATER AND MINERAL ACTIVITY..... 20
SECTION 11.11. DECLARANT EXEMPTION..... 21
SECTION 11.12. NUISANCES. 21
SECTION 11.13. RENTING. 21
SECTION 11.14. NOISE..... 21
SECTION 11.15. EXPLOSIVES AND FLAMMABLE ITEMS. 21
SECTION 11.16. ODORS. 22
SECTION 11.17. FIRE HAZARDS..... 22
SECTION 11.18. COMPLIANCE WITH LAW..... 22
SECTION 11.19. SIGNS. 22
SECTION 11.20. RULES AND REGULATIONS..... 23
SECTION 11.21. AUTHORITY TO ENACT THE RULES AND REGULATIONS. 23
SECTION 11.22. PROPOSED RULE OR REGULATION. 23
SECTION 11.23. BASIS FOR AMENDMENT. 23
SECTION 11.24. FORMALITIES. 23
SECTION 11.25. NOTICE OF HEARING. 23
SECTION 11.26. PROCEDURES FOR HEARING. 23
SECTION 11.27. RESULTS OF HEARING. 24
SECTION 11.28. MEMBERSHIP RATIFICATION..... 24
SECTION 11.29. DETERMINATION OF ADOPTION..... 24
SECTION 11.30. DOCUMENTATION OF NEW RULE OR REGULATION..... 24
SECTION 11.31. EFFECTIVE DATE AND RECORDATION..... 24
ARTICLE XII INSURANCE 24
SECTION 12.1. AUTHORITY TO PURCHASE..... 24
SECTION 12.2. HAZARD INSURANCE. 25
SECTION 12.3. COMPREHENSIVE PUBLIC LIABILITY INSURANCE..... 25

SECTION 12.4. WORKMEN'S COMPENSATION INSURANCE.....25

SECTION 12.5. PREMIUMS.....25

SECTION 12.6. POLICY PROVISIONS.....25

SECTION 12.7. SUPPLEMENTAL INSURANCE.....26

SECTION 12.8. INSURANCE OBTAINED BY OWNERS.....26

ARTICLE XIII DESTRUCTION OF IMPROVEMENTS.....27

SECTION 13.1. AUTOMATIC RECONSTRUCTION.....27

SECTION 13.2. RECONSTRUCTION BY VOTE.....28

SECTION 13.3. PROCEDURE FOR MINOR RECONSTRUCTION.....28

SECTION 13.4. PROCEDURES FOR MAJOR RECONSTRUCTION.....28

SECTION 13.5. TERMINATION.....29

SECTION 13.6. NEGOTIATIONS WITH INSURER.....29

SECTION 13.7. REPAIR OF CONDOMINIUM STORAGE UNITS.....29

SECTION 13.8. PRIORITY.....30

ARTICLE XIV GENERAL PROVISIONS.....30

SECTION 14.1. ENFORCEMENT.....30

SECTION 14.2. WAIVER OF RIGHT TO LITIGATE.....30

SECTION 14.2. MEDIATION AS PRECONDITION TO ARBITRATION.....30

SECTION 14.3. SELECTION OF ARBITRATOR.....31

SECTION 14.4. PRE-DECISION ARBITRATION PROCEDURES.....31

SECTION 14.5. ARBITRATION HEARING.....31

SECTION 14.6. GOVERNING LAW.....32

SECTION 14.7. ARBITRATION AWARD.....32

SECTION 14.8. ATTORNEYS' FEES AND COSTS.....32

SECTION 14.9. PAYMENT OF FINE, COSTS OR ELIMINATION OF VIOLATION.....32

SECTION 14.10. NOTICE OF ALLEGED VIOLATION.....33

SECTION 14.11. NO CONTEST.....33

SECTION 14.12. RESERVATION OF OTHER REMEDIES.....33

SECTION 14.13. GENERAL REQUIREMENTS.....33

SECTION 14.14. RIGHT OF ENTRY.....33

SECTION 14.15. ENFORCING METHODS AND PARTIES.....33

SECTION 14.16. MANNER OF ENFORCEMENT.....34

SECTION 14.17. CORRECTION LIEN.....34

SECTION 14.18. RESERVATION OF OTHER REMEDIES.....34

SECTION 14.19. ADDITIONAL ENFORCEMENT OF ATTORNEY'S FEES.....35

SECTION 14.20. FAILURE TO ENFORCE IS NOT A WAIVER.....35

SECTION 14.21. SEVERABILITY.....35

SECTION 14.22. COVENANTS TO RUN WITH THE LAND; TERM; AMENDMENT.....35

SECTION 14.22. VIOLATION OF THE LAW.....36

SECTION 14.23. CONSTRUCTION.....36

SECTION 14.24. GENDER AND NUMBER.....36

SECTION 14.25. NUISANCE.....36

SECTION 14.26. ATTORNEY'S FEES.....37

SECTION 14.27. NOTICES.....37

SECTION 14.28. EFFECT OF DECLARATION.....37

SECTION 14.29. PERSONAL COVENANT.37
SECTION 14.30. NON-LIABILITY OF OFFICIALS.37
SECTION 14.31. UN-SEGREGATED REAL PROPERTY TAXES.38
SECTION 14.32. USE OF FUNDS COLLECTED BY THE ASSOCIATION.38
SECTION 14.33. NOTIFICATION OF SALE AND TRANSFER FEE.38
SECTION 14.34. EMERGENCY VEHICLES AND PERSONNEL.39
SECTION 14.35. ANNEXATION/ADDITION OF PHASES OF PROJECT.39
SECTION 14.36. UNILATERAL ADDITION.39
SECTION 14.37. ANNEXATION BY APPROVAL.39
ARTICLE XV MISCELLANEOUS39
SECTION 15.1. SEVERABILITY.39
SECTION 15.2. EFFECTIVE DATE.40
SECTION 15.3. REFERENCE TO SURVEY MAP AND PLANS.40
SECTION 15.4. VARIANCE.40
SECTION 15.5. VARIANCE PROCEDURE AND STANDARD FOR GRANTING VARIANCE.40
SECTION 15.6. VARIANCE - NOT A WAIVER.41
SECTION 15.8. GUIDE FOR COMMON INTERPRETATIONS.41

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS**

THIS DECLARATION is made and entered into this 4th day of November 2004 by Waterford Park Homes, LLC, an Idaho limited liability company, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of all that certain property subject to this Declaration, located in the County of Kootenai, State of Idaho, hereinafter referred to as the "Property" and more particularly described in Exhibit "A" attached hereto and incorporated herein as though fully set forth.

WHEREAS, Declarant hereby declares that all of the Property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration ("Declaration") and any recorded amendments or modifications from time to time.

WHEREAS, Declarant may develop additional properties adjacent to the Property and Declarant reserves the right to amend this Declaration to annex said lands ("Annexation") for a period of thirty (30) years following the recording of this Declaration. Said Annexation shall be permissible even though such future developments may have different permitted uses and be known by different names or tract numbers.

WHEREAS, Declarant has determined that the initial project name covered by this Declaration shall be Hayden Lake Executive RV & Boat Condominiums ("HLRB Condos"). Declarant may establish different names for the Property, or any portion of the Property, all of which will continue to be considered Property and subject to this Declaration, and any recorded amendments. All literature and signage prepared for sale or lease of the storage units covered during the term of this Declaration are to promote the name established by the Declarant.

WHEREAS, Declarant desires to establish the nature, use and enjoyment of Property, and any other property which hereafter shall be annexed thereto, in accordance with a uniform plan, and does hereby declare all of said Property subject to the following covenants, conditions, and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to all of said Property and each and every part thereof and shall be binding upon each and every owner and shall run with the land.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

- (a) **"Act"** shall mean the Condominium Property Act, Sections 55-1501, et seq., of the Idaho Code, pertaining to Condominiums in the State of Idaho.
- (b) **"Association"** shall mean the Association of the Owners of the Units acting as the group pursuant to this Declaration, to the Bylaws for such Association and to the Act. The Association shall be called "Hayden Lake Executive RV & Boat Condo Owners' Association, Inc."
- (c) **"Association Rules"** shall mean and refer to the rules and regulations adopted by the Association pursuant to this Declaration and in furtherance of the Bylaws and in accordance with the Act.
- (d) **"Assessments"** shall mean the charges against Owners to defray the Common Expenses as well as miscellaneous special assessments, special assessments for capital improvements, and special assessments for the purpose of restoring and reconstructing the Property in the event of casualty, as provided in this Declaration.
- (e) **"Board"** shall mean the Board of Directors of the Association elected pursuant to the Bylaws and serving as the governing body of the Association.
- (f) **"Building"** shall mean and refer to each of the principal structures containing Condominium Storage Units located on the Property, as shown on the Plat.
- (g) **"Bylaws"** shall mean the Bylaws adopted by the Association pursuant to the Act for the purpose of regulating the affairs of the Association, as the same may be amended from time to time.
- (h) **"Common Expenses"** shall mean the actual and estimated costs for:
 - (1) maintenance, management, operation, repair and replacement of the Common Elements which are maintained by the Association;
 - (2) deficiencies arising by reason of unpaid Assessments;
 - (3) management and administration of the Association, including but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;
 - (4) utilities, including, but not necessarily limited to electricity, trash pickup and disposal, water (if any), landscaping services and related services;

(5) insurance and bonds required by this Declaration or any additional insurance and bonds obtained by the Board in its discretion;

(6) the establishment of reasonable reserves as the Board shall deem appropriate in its discretion; and

(7) other miscellaneous charges incurred by the Association or the Board pursuant to this Declaration, the Bylaws, or Association Rules, in furtherance of the purposes of the Association or in discharge of the duties and powers of the Association.

(i) **“Common Elements”** or **“Common Area(s)”** shall mean the entire Property other than the Condominium Storage Units. The percentage of interest in the common areas are shall be stated on the Condo Plat. The undivided interest in the common area upon the recording of this Declaration shall be one-ninety first percent interest (1/91%). That interest will be reduced to a smaller percentage upon the recording of an amended Condominium Plat and/or Amendment to this Declaration. The new percentage shall be based upon an increase of the denominator of the undivided interest fraction, equal to the total units in Phase 1 (present phase covered by this Declaration) and Phase 2 (the subsequent phase).

(j) **“Common Wall or Walls”** shall mean the wall(s) located between two (2) Condominium Storage Units.

(k) **“Condominium Storage Unit”** shall mean a part of the property, designed or intended for independent use as a storage unit, together with the pro rata fractional interest in the Common Elements and any exclusive and non-exclusive easements appurtenant thereto. Each Condominium Storage Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat; provided, however, that no structural components of the Building in which each Condominium Storage Unit is located and no pipes, wires, conduits, ducts, flues, shafts or utility, water or sewer lines (if any) situated within such Condominium Storage Unit and forming part of any system serving one or more other Condominium Storage Units, shall be a part of the Condominium Storage Units. The Unit 91 which is technically not a storage unit shall be considered a Condominium Storage Unit for the purpose of rights and obligations of condominium units. The Owner of the Unit 91 (sometimes referred to as “office unit” is, by the inclusion of this definition granted the same rights and obligations of any condominium storage unit, unless stated otherwise in this Declaration.

(l) **“Declarant”** shall mean Waterford Park Homes LLC, an Idaho Limited Liability Company.

(m) **“Declaration”** shall mean this entire document, as the same may from time to time be amended.

(n) **"Lender"** shall mean: (1) an institutional holder, or individual holder, of a first mortgage or first deed of trust on a Condominium Storage Unit.

(o) **"Limited Common Elements"** or **"Limited Common Areas"** shall mean those common areas and facilities designated in the Declaration for use of a certain condominium owner or owners to the exclusion, limitation or restriction of others.

(p) **"Occupant"** shall mean a Person or Persons, other than an Owner, in possession of a Condominium Storage Unit.

(q) **"Office"** shall mean any office, manager living area, storage or other structures constructed on that portion of the condominium project designated for such use on the plat for the use of the Declarant or Association.

(r) **"Owner"** shall mean the Person or Persons who are vested with record title to a Condominium Storage Unit according to the records of the County Recorder of Kootenai County, Idaho. However, Owner shall not include a Person who holds an interest in a Condominium Storage Unit merely as security for the performance of an obligation. Declarant shall be considered the record Owner of any Condominium Storage Unit prior to its initial conveyance by Declarant.

(s) **"Plat"** means the recorded final condominium plat of the Property and showing thereon the Condominium Storage Units, each of which is identified by a number. The original Plat is recorded in the records of the County Recorder of Kootenai County, Idaho, and any amendments, supplements or corrections thereto.

(t) **"Period of Declaration Control"** means the time period commencing on the date this Declaration is recorded and ending on the earlier of: five (5) years, or sooner, at the option of the Declarant, after the conveyance of ninety percent (90%) of the Condominium Storage Units, which may be created, to Owners other than the Declarant, or thirty (30) days after Declarant's notification to the Owner of each Condominium Storage Unit that the Declarant has resigned.

(u) **"Person"** shall mean a natural individual, corporation, partnership, limited liability company trustee or other legal entity capable or holding title to real property.

(v) **"Property"** shall mean the real property described on Exhibit "A" attached hereto, the Buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

(w) **"Restrictions"** shall mean the covenants, conditions, assessments, easements, liens and restrictions set forth in this Declaration.

(x) **"Unoccupied"** with reference to any Condominium Storage Unit or Condominium Storage Units shall mean any Condominium Storage Unit that has been constructed but not yet conveyed by Developer or Declarant.

ARTICLE II
DECLARATION OF CONDOMINIUM

Section 2.1. Property Subject to this Declaration.

Declarant is the owner of the real property which is to be the subject of this Declaration and which is to be held, transferred, sold, conveyed and/or occupied subject to this Declaration and which is more particularly described in Exhibit "A" attached hereto and incorporated by reference herein ("Property"). Notwithstanding any language herein to the contrary, Declarant expressly reserves the right to add additional real property, which would be subject to this Declaration, to the extent the same is permitted under applicable laws of the State of Idaho.

Section 2.2. Submission of Property.

Declarant hereby submits and subjects the Property to a condominium pursuant to the Act, and in furtherance thereof makes and declares the restrictions contained in this Declaration, and Declarant hereby declares and agrees that the Property and all of the Condominium Storage Units shall be held, conveyed, transferred, sold, leased, mortgaged, encumbered, occupied, used, and improved subject to the restrictions, which restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of Declarant, the Association and each Owner, including their respective heirs, executors, administrators, personal representatives, successors and assigns.

Section 2.3. Description of the Project.

(a) Name. The name of the condominium created by this Declaration is Hayden Lake Executive RV & Boat Condominiums ("HLRB Condos").

(b) Boundaries of Condominium Storage Units. Each Condominium Storage Unit is shown on the recorded Plat and identified numerically by a building number and a unit number. The boundaries of Condominium Storage Units numbered 1-90, inclusive, shall generally be the inside space of the unit within the finished surfaces, as follows:

- (i) The horizontal boundaries shall be the finished but undecorated surface of the interior perimeter walls
- (ii) The vertical boundaries shall be the top of the finished, but undecorated, floor and the bottom or underside of the ceiling/roof system.

The recorded Plat shows the square footage and the floor elevations of each Condominium Storage Unit. The ceiling elevations vary; therefore, the inside space will vary depending on the ceiling elevation and the as-constructed location of the walls. Unit 91, as shown on the Plat, is a Limited Common Area for a manager's office, dwelling, garage, yard and parking facilities. The horizontal boundaries of Unit 91 shall be the courses and distances as shown on Sheet 4 of 10 and the detail on Sheet 8 of 10 on the Plat. The vertical boundaries of Unit 91 shall be the top of the unfinished grade on the date of recording of the Plat and the air space to the height as limited by the Kootenai County Building and Zoning Height Regulations. Only Unit 91 shall be defined by air space. All other units are identified numerically and are described by interior 3 dimensional space as shown on the Plat.

(c) Description of Common Elements. The Common Elements shall consist of the entire Property excluding the Condominium Storage Units and Unit 91. Unit 91 may include, but not be limited to, one bathroom, which may be made available for use by the Owners; solely at the option of the Declarant and the right by Owners to use the bathroom may be withdrawn by the Declarant at any time.

(d) Description of Limited Common Elements. The Limited Common Elements shall consist of all of the Property within the boundaries of Unit 91 as that unit is described on the face of the Plat.

(e) Fractional Interest. Each Condominium Storage Unit, including Unit 91, shall include an undivided fractional interest in the Condominium project. The undivided fractional interest in the Condominium project held by each Condominium Storage Unit Owner will vary as additional properties are annexed and developed. At any stage of the development of the Property, the Common Elements shall always be considered to be owned by each Condominium Storage Unit Owner in proportion to the number of units existing and completed at the time

(f) Maintenance by Owners. Each Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Condominium Storage Unit, excluding any portion of the roof system, except as herein provided. Such obligation shall include, but not be limited to, the maintenance of all finished flooring and any other materials constituting the finished surface of floors, interior finished surfaces of interior walls, repair and replacement of all doors, and shall also include the maintenance of all utility lines serving in each Owner's Condominium Storage Unit between the point at which the same enters the respective Condominium Storage Unit and the points where the same joins the utility line serving other Condominium Storage Units. An Owner may make non-structural alterations within his Condominium Storage Unit, but an Owner shall not make any structural or exterior alterations of the Common Elements.

(g) Utilities. Any utilities including water, electrical and sewer service (if any) for individual Condominium Storage Units, will be metered to the Association with such utility charges to be the responsibility of the Association.

ARTICLE III
OWNERS ASSOCIATION

Section 3.1 Establishment of Association.

The name of the Association is Hayden Lake Executive RV & Boat Condo Owners' Association, Inc., a non-profit corporation to be organized under and by virtue of the laws of the State of Idaho governing non-profit corporations, a copy of the Articles of Incorporation are attached hereto as Exhibit "B", and by this reference are hereby incorporated herein ("Articles"). The Association does hereby accept responsibility for and provide such necessary and appropriate action for the proper maintenance, repair, replacement, operation, management, beautification and improvement of that certain Property and improvements to be used in common by and for the benefit of the Owners of the Condominium Storage Units constructed on the property. The Association will be governed consistent with the nonprofit laws of the State of Idaho. The Bylaws of said Association are attached hereto as Exhibit "C," and by this reference are hereby incorporated herein ("Bylaws").

Section 3.2 . Authority of Declarant During Period of Declarant Control.

During the period of Declarant Control, as that phrase is defined herein, all right, discretion, power and authority herein granted to the Association and the Condominium Storage Unit Owners through said Association, including the right to collect assessments (excepting reserves for replacement) shall, at the option of Declarant, remain with Declarant directly or through the Association. Further, during the period of Declarant Control, as that phrase is defined herein, the Declarant shall have the right to appoint and remove members of the Board of Directors and the Officers of the Owners Association. Further, directors and officers during the period of Declarant control need not be Condominium Storage Unit Owners.

Section 3.3. Responsibilities of Declarant During Period of Declarant Control.

During the period of Declarant Control, Declarant shall be liable for any assessment referred to herein for any Unoccupied Condominium Storage Unit. In lieu of payment of such assessment, Declarant will assume responsibility for month-to-month maintenance, repair and the management of Common Elements until these functions are assumed by the Owners. In the event Declarant shall not convey any Condominium Storage Unit but shall utilize any Condominium Storage Unit for rental use or any other beneficial use (except as a model), Declarant shall be liable for assessments referred to herein. For purposes of this paragraph, assumption of control of the Association is defined as having passed, conclusively, to the Owners, collectively, upon completion of the following requirements:

- (a) Declarant shall notify the Owner of each Condominium Unit that the Declarant has resigned, in accordance with the terms set out in the definition of

the phrase "Period of Declaration Control" as defined herein, and the Association shall assume control, effective thirty (30) days after the date of notice.

(b) Declarant shall deliver the Association corporate minutes, records and seal, to any one of the Owners of record receiving such notice, or to a committee organized by the Owners of record for such purpose.

There shall be no outstanding or accrued debts against the Association at the time of assumption of control by the Owners beginning with the date of control of the Association by the Owners with the exception of ordinary office expense debt. Declarant or its successor shall at no time be responsible for any assessment against Condominium Storage Units or land not available for occupancy or available for occupancy but unsold, except as provided herein.

Except as provided by statute in case of condemnation or substantial loss to the Condominium Storage Units and/or Common Elements, the Association shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the Condominium project;

(b) change the pro rata interest or obligations of any individual Condominium Storage Unit for the purpose of;

(i) levying assessments or charges or allocation distributions of hazard insurance proceeds or condemnation awards, or

(ii) determining the pro rata share of ownership of each Condominium Storage Unit in the Common Elements.

(c) partition or subdivide any Condominium Storage Unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause);

(e) use hazard insurance proceeds for losses to any portion of the Property (whether to Condominium Storage Units or to Common Elements) for other than the repair, replacement or reconstruction of such Property. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall apply only to the individual Condominium Storage Units and not the Property as a whole.

ARTICLE IV
PROPERTY RIGHTS

Section 4.1. Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to every Condominium Storage Unit subject to the following provisions:

(a) The rights of the Association to suspend voting rights and right to use the Common Elements by an Owner for any period during which any assessment against his Condominium Storage Unit remains unpaid and for a period not to exceed sixty (60) days for any infraction of this Declaration;

(b) The right of the Association to dedicate or transfer all of any part of the Common Areas to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed by Owners entitled to vote not less than seventy-five percent (75%) of the total voting power of the Association agreeing to such dedication or transfer;

(c) The right of Declarant (and his sales agents and representatives) to the non-exclusive use of the Common Area and the facilities thereof for display and exhibit purposes in connection with the sale of Condominium Storage Units which right Declarant hereby reserves. No such use by Declarant or its sales agents or representatives shall otherwise restrict the Owners' use and enjoyment of the Common Areas;

(d) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas.

(e) The right of the Association in accordance with its Articles and Bylaws to borrow money for the purpose of improving the Common Areas and facilities thereon.

Section 4.2. Delegation of Use.

Any Owner may delegate, in accordance with this Declaration, Owner's right of enjoyment to the Common Areas and facilities to the members of his family, guests or his tenants.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

Section 5.1. Membership.

Every Owner of a Condominium Storage unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Condominium Storage Unit. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to such Condominium Storage Unit, including transfer of ownership by intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process that is now in effect or as may hereafter be established under or pursuant to the laws of the State of Idaho. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership shall operate to transfer said membership to the new Owner, and a reasonable charge may be assessed by the Association for each such transfer.

Section 5.2. Voting Rights.

All Owners shall be entitled to one vote for each Condominium Storage Unit owned. When more than one person holds an interest, all such persons shall become Members. The vote for such Condominium Storage Unit shall be exercised as they among themselves determine, but, in no event, shall more than one vote be cast with respect to any Condominium Storage Unit, and fractional votes shall not be allowed. In the event more than one vote is cast for a particular Condominium Storage Unit, none of the votes shall be counted and said votes shall be deemed void.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.1. Personal Obligation of Assessments.

Each Owner of a Condominium Storage Unit, except as otherwise set forth herein, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, the following assessments which may be charged in accordance with the restrictions and requirements contained herein and in the Bylaws. Those assessments include:

1. Regular assessments;
2. Special assessments;
3. Extraordinary assessments;
4. Correction assessments; and
5. Fine assessments.

The assessments, late payments, penalties, if any, together with interest thereon, and reasonable attorney's fees and costs of collection thereof, is a continuing lien on the Condominium Storage Unit. Each such assessment, together with interest, costs, reasonable attorney's fees and costs of collection, shall also be the personal obligation of the person who was the Owner of such Condominium Storage Unit at the time when the assessment fell due.

Section 6.2. Purpose of Assessments.

The regular assessments levied by the Association shall be used to pay utility charges and for the improvement and maintenance of the Common Areas, and for all purposes set forth in the Articles and Bylaws including but not limited to, management fees, insurance premiums unless otherwise provided for, expenses for maintenance, repairs and replacements of Common Areas, reserves for contingencies, taxes, and charges for water and other utilities for the Common Areas.

By appropriate action, the Association may establish and maintain a reserve fund for replacement by the allocation and payment monthly to such reserve fund an amount to be designated from time to time by the Board of Directors of the Association. Such fund shall be depository, and may be in the form of a cash deposit or invested in obligations of or fully guaranteed as to principal by the United States of America. The reserve fund is for the purpose of effecting replacement or repair because of damage, depreciation or obsolescence to Common Area elements.

Section 6.3. Uniform Rate of Assessment.

Both regular and special assessments must be fixed at a uniform rate for all Condominium Storage Units and may be collected on a monthly basis or upon such other basis as shall be determined by the Board of Directors.

Section 6.4. Date of Commencement of Regular Assessments.

The regular assessments shall commence as to any Condominium Storage Unit upon close of escrow for sale for the conveyance to an Owner, partial months to be prorated, except as provided in Article III, Section 2. The first regular assessment shall be adjusted according to the number of days remaining in the calendar year. The Board shall fix the amount of the regular assessment against each Condominium Storage Unit at least thirty (30) days in advance of each regular assessment period. Written notice of the regular assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The initial assessment, per Condominium Storage Unit, shall be at \$35.00 per month, provided however, that the Board of Directors or the Declarant may declare a different amount for the assessment at such time as they desire.

Section 6.5. Special Assessment.

In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of litigation, arbitration, mediation, defraying (in whole or in part) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto or other special needs that may arise, provided that any such assessment shall have the assent of majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6.6. Emergency Assessments.

In addition to the regular and special assessments, the Board shall have emergency powers to assess an emergency assessment on Storage Units. The emergency assessment may be imposed with the consent of a majority of the members or by a vote of two-thirds (2/3) of the Board; however, any emergency assessment made by the Board of Directors shall not exceed fifty percent (50%) of the annual regular assessment per Condominium Storage Unit in any one (1) year. Further, the power of the Board to assess emergency assessments shall only occur in the case of a bona fide emergency.

Section 6.7. Correction Assessments.

In addition to other assessment and in the event any Condominium Storage Unit Owner, except Declarant, violates the Declaration and is given proper notice as per the Bylaws, yet fails to correct the violation in accordance, then the correction can be completed by the Association and the assessment shall become effective to reimburse the Association for the correction.

Section 6.8. Fine Assessment.

In addition to other assessments and in the event that an Owner violates the Declaration, the Bylaws or any properly adopted Rule or Regulation of the project on more than two (2) occasions following written notice of the violation, then a fine may be assessed against the Owner for each future similar violation. Fine assessment must be approved by two-third (2/3) of the Board and shall be a reasonable amount to discourage future violations.

Section 6.9. Notice and Quorum for any Action.

Written notice of any meeting called for the purpose of taking any action authorized under this Declaration, shall be sent to all members, at the address on record with the Board and posted on the Association bulletin board, not less than ten (10) days or more than thirty (30) days before the date of such meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent

(20%) of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.10. Non-payment of Assessments – Remedies of the Association.

Any assessment not paid within fifteen (15) days after the due date, an automatic late charge of one and one half percent (1.5%) shall be assessed for each month until all late charges are paid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the condominium Storage Unit. In the event a lawsuit or alternative dispute resolution is initiated to collect such assessments, the Association shall be entitled to payment of its attorney fees and costs as part of any judgment against Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Condominium Storage Unit.

Section 6.11. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Condominium Storage Unit shall not affect the assessment lien. No sale or transfer shall relieve such Condominium Storage Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 7.1. Improvements.

Except for any improvements constructed by Declarant, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Property. 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 by the Board of Directors of the Association.

ARTICLE VIII
COMMON WALLS--RIGHTS AND DUTIES OF OWNERS

Section 8.1. Common Walls.

The rights and duties of Owners with respect to Common Walls shall be as follows:

(a) The Owners of contiguous Condominium Storage Units who have a Common Wall or Walls shall both equally have the right to use such wall or walls provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

(b) In the event that any Common Wall or Walls are damaged or destroyed through the act of an Owner or any of his agents or tenants (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the Common Wall or Walls without cost to the other adjoining Owner or Owners.

(c) In the event any such Common Wall or Walls are destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his agents, or tenants, it shall be the obligation of the Association to rebuild and repair such wall or walls.

(d) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any Common Wall or Walls without the prior consent of the Board of Directors of the Association.

(e) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a Common Wall or Walls, or with respect to the bearing of the cost thereof the Owners shall submit the dispute to the Board of Directors, the decision of which shall be final and binding on all Owners.

(f) No Owner shall affix any load bearing item to any wall which adds load to the wall such as shelving and the like.

ARTICLE IX
REPAIR AND MAINTENANCE

Section 9.1. By Owner.

Each Owner of a Condominium Storage Unit shall maintain, repair, replace and restore at his own expense all portions of the Condominium Storage Unit, including door(s) and skylight(s) and such maintenance, repair, replacement or restoration shall be subject to control and prior written approval of the Association. No Owner shall

remove, alter, injure or interfere with any shrubs, trees, or planting placed upon the Property by Declarant or the Association without first obtaining the written consent of the Association.

Section 9.2. By the Association.

The Association shall have full power and control and it shall be its duty to maintain, repair and make necessary improvements to and pay for out of the maintenance fund to be provided, all Common Areas and the improvements thereon, and all private roadways, streets, parking area, walks and other means of ingress and egress within the Property. This shall include the exterior portions of the Condominium Storage Units, and the buildings (except for the Condominium Storage Units and doors), the land upon which the buildings are located, the airspace above the buildings, all bearing walls, columns, floors, roofs, slabs, foundations, storage spaces, all water pipes, ducts, conduits, wires, the bathrooms, the bulletin board, and the mechanical equipment and storage room adjacent to the office and all other utility installations of the building, wherever located, except the outlets thereof when located within the Condominium Storage Units. The Association shall further be empowered with the right and duty to periodically inspect all Common Areas in order that minimum standards of repair, design, color and landscaping shall be maintained for appearance, harmony and conservation within the entire project. The Board of Directors shall be the sole judge as to the appropriate maintenance of the Common Areas.

Section 9.3. General Maintenance.

In the event that the Association determines that an improvement of the Common Area is in need of repair, restoration or painting, or that the landscaping is in need of installation, repair, or restoration, the Association shall undertake to remedy such condition and the cost thereof shall be charged to the Owners and shall be subject to levy, enforcement and collection by the Association in accordance with the assessment lien procedure provided for in this Declaration. The Association shall have a limited right of entry in and upon all Common Areas as defined above and the exterior of all Condominium Storage Units for the purpose of taking whatever corrective action may be deemed necessary or proper by the Association. Nothing in this Article shall in any manner limit the right of the Owner to exclusive control over the interior of his Condominium Storage Unit. Provided; however, that the Owner shall grant the right of entry therein to the Association or any other person or other Owner or Owners, or their authorized representatives, (i) in case of any emergency originating in or threatening his Condominium Storage Unit whether the Owner is present or not, or (ii) when so required to enter his Condominium Storage Unit for the purpose of performing installation, alterations or repair to the mechanical or electrical services, including water, and other utility services, provided that reasonable requests for entry are made and that such entry is at a time reasonably convenient to the Owner whose Condominium Storage Unit is to be entered. In case of an emergency, such right of entry shall be immediate without the necessity for a request having to be made.

Section 9.4. Repair Necessitated by Owner.

In the event that the Association determines that the Common Areas are in need of improvement, repair, restoration or painting, or that the landscaping is in need of installation, repair, or restoration which has been caused by an Owner, or any person designated or authorized by the Owner, then the Association shall give written notice to the Owner of the conditions complained of. Unless the Board of Directors has approved in writing corrective plans proposed by the Owner to remedy the condition complained of within such reasonable period of time as may be determined by the Board after said written notice is first given, and such corrective work so approved is completed thereafter within the time allotted by the Board, the Association shall undertake to remedy such condition or violation complained of. The cost thereof shall be deemed to be an assessment to such Owner and his Condominium Storage Unit and subject to levy, enforcement and collection provided for herein or in the Association's Articles or Bylaws. The Association shall have the same right of entry in and upon all Common Areas and Condominium Storage Units as detailed above. The Board shall have the sole right to determine whether any such costs expended by the Association were related to general maintenance or were repairs necessitated by an Owner, and the determination of the same shall be binding and final as to an Owner.

**ARTICLE X
EASEMENTS****Section 10.1. General Easements to Common Elements.**

Subject to this Declaration and the Association Rules, non-exclusive reciprocal easements are hereby reserved and created for the purpose of support, ingress and egress, access, use and enjoyment in favor of each Owner, upon, across, over, under and through the Common Elements, including the use of all pipes, wires, ducts, cables, conduits, and public utility lines, which easements shall be appurtenant to each Condominium Storage Unit. The Association, acting through the Board or its authorized agent, and public utility companies providing service to the Property, shall have non-exclusive easements with the right of access to each Condominium Storage Unit to make inspections, to remove violations, to maintain, repair, replace or effectuate the restoration of the Common Elements accessible in such Condominium Storage Unit provided, however, such rights shall be exercised in a reasonable manner and at reasonable times with prior notification unless emergency situations demand immediate access.

Section 10.2. Public Utilities.

Easements and rights over the Property or the installation and maintenance of electricity lines, telephone lines, water lines, drainage facilities, and such other public utilities needed to serve the Property are hereby reserved by Declarant, together with the right to grant and transfer the same; provided, however, such easements and rights

shall not unreasonably interfere with the use of the Common Elements and the Condominium Storage Units by the Owners or their tenants.

Section 10.3. Easements for Encroachments.

If any portion of the Common Elements encroaches upon any Condominium Storage Unit, or if any Condominium Storage Unit encroaches on the Common Elements, or if any such encroachment shall occur hereafter as a result of the manner in which the Buildings have been constructed or due to settling, shifting, alteration, replacement, repair, or restoration by Declarant or the Association, a valid easement for encroachment shall exist so long as the Buildings stand.

Section 10.4. Development Easements for Declarant.

Until all phases of the project are constructed and all Condominium Storage Units have been sold by Declarant, there are hereby reserved to Declarant, together with the right to grant and transfer the same to others, including Declarant's sales agents, representatives and assigns, easements and rights upon, across, over, under and through the Property for construction, display (including the use of the Condominium Storage Units as models), maintenance, sales and exhibit purposes, including the use of signs and other advertising devices, in connection with the erection and sale or lease of Condominium Storage Units within the Property: provided, however, that no such use by Declarant or its agents shall otherwise restrict Owners in the reasonable use of their Condominium Storage Units.

ARTICLE XI
USE RESTRICTIONS

Section 11.1. Storage Use.

A Condominium Storage Unit shall be used, improved and devoted exclusively to storage uses. No activity, except passive storage, shall be allowed. No Condominium Storage Unit shall be used for the purposes of manufacture, fabrication, sales (whether at wholesale or resale) or any other form of business, industrial or construction use, except that an occupant may store business inventory, materials, supplies and/or equipment. Said business storage must comply with this Declaration and the Association Rules. No Condominium Storage Unit shall be allowed to be used, at any time, for living quarters or any residential use. Notwithstanding the foregoing, however, any Office to be completed and owned by Declarant, including Declarant's assignee or tenant, may be used for any ordinary office-type use, whether or not that use is related to the project, provided any such use shall not interfere with the free use of the Condominium Storage Units.

Section 11.2. Animals.

No animals, whether fowl, poultry, dogs, cats, pigs, birds, livestock or other animals shall be allowed to reside or be maintained in any Condominium Storage Unit. This restriction shall not apply to the Office and any guard animals used for the common benefit of the Property.

Section 11.3. External Fixtures.

No external items such as, but not limited to, television and radio antenna, flag poles, clotheslines, wiring, insulation, air conditioning equipment, water softening equipment, herrings, fences, awnings, ornamental screens or sunshades, shall be constructed, erected or maintained on the Property, including any Buildings thereof unless approval is obtained in writing from the Board. The foregoing notwithstanding, nothing herein shall be construed as preventing Declarant and its agents and assigns from engaging in all forms of construction and sales activities within the Property.

Section 11.4. Utility Service.

No lines, wire, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Declarant or the Board. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures by Declarant or approved by the Board.

Section 11.5. Temporary Structures.

No temporary buildings or structure of any kind shall be used at any time for a residence on the Property.

Section 11.6. Parking.

Except for any specified parking for the Office, unless otherwise permitted by the Board, no motor vehicle, including a motorcycle, trailer, camper, boat, or similar item, and no bicycle shall be permitted to remain placed upon the Property unless parked or placed within the Condominium Storage Unit; provided, however, temporary parking of motor vehicles may be permitted. For purposes hereof "temporary parking" shall mean parking of vehicles belonging to Owners or agents, parking of delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of goods and services to the Association or the Owners or Occupants as well as parking of vehicles belonging to and being used by Owners, agents or Occupants for loading and unloading purposes. The Board may adopt Association Rules relating to the admission and temporary parking of vehicles within the Property, including the assessment of charges

to Owners and Occupants who violate, or whose invitees violate, such rules. Any charges to be assessed shall be Special Assessments. Nothing herein shall be construed as preventing Declarant from using temporary structures or trailers for construction and/or sales purposes or engaging in all forms of construction and sales activities within the Property.

Section 11.7. Outside Speakers and Amplifiers.

No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any Building without prior written approval of the Board.

Section 11.8. Repairs.

No repairs of any detached machinery, equipment or fixtures, including, without limitation, motor vehicles, shall be made upon the Property.

Section 11.9. Unightly Items.

All rubbish, debris or unsightly material or objects of any kind shall be regularly removed from Condominium Storage Units and shall not be allowed to accumulate therein or thereon. Refuse containers, machinery, and equipment not part of the Condominium Storage Units, shall be prohibited upon any Condominium Storage Unit unless obscured from view of adjoining Condominium Storage Units and Common Elements. Trash and garbage shall be placed in containers by Owners and Occupants for removal from the Property in accordance with Association Rules applicable thereto adopted by the Board. Declarant will not provide for trash or refuse removal. The Board may adopt rules applicable to the provisions of this Section and their enforcement, including the assessment of charges to Owners and Occupants who violate, or whose invitees violate, such rules. Any charges so assessed shall be special Assessments. The foregoing notwithstanding, nothing herein shall be construed as preventing Declarant and its agents from engaging in all forms of construction and sales activities within the Property.

Section 11.10. Oil, Water and Mineral Activity.

No oil or water drilling, oil development operations, oil refining, quarrying or mining operations of any kind, including searching for buried treasure-trove, shall be permitted upon or under the surface of the Property. Nor shall oil wells, tanks, tunnels, mineral excavations or shafts be installed upon the surface of the Property or below the surface of the Property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Property.

Section 11.11. Declarant Exemption.

Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents, of structures, improvements or signs necessary or convenient to Declarant, for completion of both phases of the project, sale, operation or other disposition and use of the Property, including but not limited to Declarant's office, storage area and manager's living area.

Section 11.12. Nuisances.

No nuisance shall be permitted to exist or to operate upon the Property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. No rubbish, debris, material, or containers of any kind shall be placed or permitted to accumulate upon or adjacent to the Property and no odors shall be permitted to arise there from, so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property. The Board in its sole discretion shall have the right to determine the existence of any nuisance.

Section 11.13. Renting.

Subject to the foregoing obligations, the Owners of the Condominium Storage Units shall have the right to lease the same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws and Association Rules. Each Owner shall be responsible for compliance by said Owner's agent, tenant, guest, invitee, licensee, their respective servants and employees with the provisions of said Declaration, Bylaws and Association Rules. The Owner's failure to so ensure compliance by such persons shall be grounds for the same action available to the Board, including entitlement to attorney fees and costs, by reason of said Owner's own non-compliance.

Section 11.14. Noise.

No Owner, his agents, tenants, employees or visitors shall be allowed to make or cause improper noises in the Building or Common Areas, or to in any way interfere with the use and enjoyment of other Condominium Storage Units by other Owners.

Section 11.15. Explosives and Flammable Items.

No Condominium Storage Unit shall be used for storage of any explosive or flammable substances, except as to petroleum products (gasoline or diesel) which might be located in fuel tanks of motor vehicles or boats incidental to their use. No other petroleum products shall be allowed to be stored on the premises except contained in a legally authorized and approved container, not to exceed 50 gallons per Condominium

Storage Unit. No explosive devices of any nature whatsoever may be stored within any Condominium Storage Unit.

Section 11.16. Odors.

No Owner shall permit any Condominium Storage Unit to be used for or to contain any substance, which shall emit noxious and/or offensive odors, whether toxic, or otherwise, which may permeate and/or affect the use and enjoyment of any other Condominium Storage Unit.

Section 11.17. Fire Hazards.

No Owner shall occupy, use or store any materials in any Condominium Storage Unit, nor permit any Condominium Storage Unit to be occupied or used for any purpose which would increase the premium for fire insurance on the Common Areas over the normal rates applicable to mini storage facilities. Upon notice that any such activity is or has been taking place, or that any such materials have been, are, or will be stored upon said premises, the Owner of the respective Condominium Storage Unit(s) shall immediately cause the same to be removed.

Section 11.18. Compliance with Law.

Each Condominium Storage Unit shall be used and occupied solely for storage purposes. No Condominium Storage Unit shall be used for any purpose in violation of any state, federal or local statute or ordinance or of any regulation, order, or directive of a governmental agent as such statutes, ordinances, regulations, or orders or directives now exist or may hereafter provide concerning the use and safety of the Condominium Storage Unit and Common Areas. On the breach of any provision hereof by any Owner, the Association may, at its option, order such use to terminate and that failing, enter the Condominium Storage Unit and terminate such use.

Section 11.19. Signs.

No sign whatsoever (including, but not limited to, commercial, political and similar signs) which are visible from neighboring property shall be erected or maintained on any Property, except:

- (a) Such signs as may be required by legal proceedings;
- (b) Such signs the nature, number and location of which have been approved by the Board in advance; or
- (c) One 4" X 6" index card notice placed on the Office bulletin board for the purpose of advertising the property for sale or lease. Said notices will be removed monthly and it will be the responsibility of the Condominium Storage Unit Owner to renew the notice once removed.

Section 11.20. Rules and Regulations.

The Association shall have the power to make and adopt Association Rules with respect to activities which may be conducted on any part of the Property. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate such Association Rules shall be conclusive unless, at a regular or special meeting of the Association, Owners representing a majority of the voting power of the Association vote to the contrary.

Section 11.21. Authority to enact the Rules and Regulations.

If the Board determines that this Declaration needs clarification then the Board is hereby granted the authority to enact Rules and Regulations to clarify any provision of the Declaration; however all Rules and Regulations shall be consistent with this Declaration.

Section 11.22. Proposed Rule or Regulation.

Any proposed rule or regulation or amendment and a statement explaining the reasons supporting its adoption should be made in writing and delivered to a member of the Board or proposed at a meeting of the Board.

Section 11.23. Basis for Amendment.

If the Board, in an open meeting, determines that there is a reasonable basis for the amendment of the Rules and Regulations, a draft of the proposed rule and regulation shall be completed. The Board may seek legal advice as to the drafting of the proposed amendment.

Section 11.24. Formalities.

A copy of the draft rule shall be sent to each Owner in accordance with the same formalities as required for notice of a special meeting of the Owners.

Section 11.25. Notice of Hearing.

Included with the proposed rule shall be notice for hearing to receive comment concerning the proposed rule and regulation. Said hearing shall be set not less than thirty days from the date of the notice and shall specify the time and place of hearing.

Section 11.26. Procedures for Hearing.

At the hearing, an opportunity to be heard shall be given to any and all Owners that attend the hearing. The hearing panel shall consist of Board members and a chairperson of the hearing shall be appointed by those Board members attending. A lack of quorum of Board members shall not halt the proceeding. The purpose of the

hearing is not to vote on the issue, but rather obtain information. However, if the chairperson so desires, a vote of those present may occur but the vote shall not bind the Board of Directors.

Section 11.27. Results of Hearing.

Following the hearing, and at a separate meeting of the Board, whether regular or special, the hearing board shall explain the results of the hearing. The Board may accept, reject, or amend the proposed regulation by Two-thirds (2/3) vote.

Section 11.28. Membership Ratification.

Upon the end of the Declarant's Control Period, a majority of Owners must ratify by vote at a meeting called for that purpose or in writing without meeting. During Declarant's Control Period the Board may modify this Declaration by a Two-thirds (2/3) vote without ratification of Owners.

Section 11.29. Determination of Adoption.

Upon the adoption of any rule and regulation, the Board may make a determination of a reasonable and appropriate fine for violators of the rule. Such determination shall be included with the rule and regulation.

Section 11.30. Documentation of New Rule or Regulation.

Copies of any newly adopted rule and regulation shall be forwarded to each Owner or renter after the adoption of the Board. The Board shall compile all rules and regulations of the Project at some location easily reviewable by the Owner, and kept with other Association books and records.

Section 11.31. Effective Date and Recordation.

The adopted rule or regulation and any amendments shall also be recorded in the records of Kootenai County and shall become effective on the recording date.

ARTICLE XII
INSURANCE

Section 12.1. Authority to Purchase.

Commencing not later than the date a Condominium Storage Unit is conveyed to a Person other than Declarant, the board shall have the authority to and shall cause the Association to obtain the insurance provided for in this Article.

Section 12.2. Hazard Insurance.

The Board shall cause the Association to obtain a master or blanket policy of property insurance on the entire Property including the Condominium Storage Units and the Common Elements, insuring the Property against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and against loss or damage by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage. Such master policy of property insurance shall be in a total amount of insurance equal to 100% of the current replacement cost, exclusive of land, excavations, foundations and other items normally excluded from such property policies.

Section 12.3. Comprehensive Public Liability Insurance.

The Board shall cause the Association to obtain comprehensive general liability insurance insuring the Association, the Declarant, the agents and employees of the Association and the Declarant, the Owners and Occupants and the respective family members, guests, and invitees of the Owners and Occupants, against liability incident to the ownership or use of the Common Elements. The limits of such insurance shall not be less than \$1,000,000.00 covering all claims for death of or injury to any one person and/or property damage in any single occurrence. Such insurance shall also include protection against water damage liability, liability of non-owned and hired automobiles, and liability for the property of others. Such insurance must provide that, despite any provisions giving the carrier the right to elect to restore damage in lieu of a cash settlement; such option shall not be exercisable without the approval of the Association. The Board shall adjust the amount of the insurance carried under this Section from time to time.

Section 12.4. Workmen's Compensation Insurance.

The Board shall cause the Association to purchase and maintain in effect Workmen's Compensation Insurance for all employees of the Association to the extent that such insurance is required by law.

Section 12.5. Premiums.

Premiums upon insurance policies purchased by the Association shall be paid by the Association as part of the Common Expenses.

Section 12.6. Policy Provisions.

To the extent reasonably possible, the insurance policies bought by the Association shall provide:

(a) Any insurer that has issued an insurance policy to the Association under this Article shall also issue a certificate or memoranda of insurance to the Association and, upon request, to any Owner or Lender.

(b) The named insured under any policy of insurance shall be the Association for the use and benefit of the Owners.

(c) Insurance coverage provided by the policy shall be primary and shall not be brought into contribution with insurance purchased by the Owners.

(d) Coverage must not be limited by (i) any act of neglect by Owners or Occupants which is not within control of the Association; or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

(e) Coverage may not be canceled or substantially modified including cancellation for nonpayment or premiums without at least thirty (30) days prior written notice to the Association and all Lenders, and to any Owner to whom a certificate has been issued.

(f) All policies must contain a waiver of subrogation by the insurer as to any and all claims against the Association, Owners, Occupants and their respective agents and employees, and any defenses based on coinsurance or on invalidity arising from acts of the insured.

Section 12.7. Supplemental Insurance.

The Association may obtain such other policies of insurance as the Board deems appropriate to protect the Association, its officers and directors, and the Owners, including, without limitation, errors, omissions, and insurance for the officers and directors of the Association.

Section 12.8. Insurance Obtained by Owners.

An Owner and Occupant shall to insure all personal property located in Condominium Storage Unit against loss by fire or other casualty. An Owner and Occupant shall carry public liability insurance covering his individual liability for damage to persons or property occurring inside his Condominium Storage Unit. An Owner may carry additional liability insurance covering exposure from the ownership or use of the Common Elements.

ARTICLE XIII
DESTRUCTION OF IMPROVEMENTS

Section 13.1. Automatic Reconstruction.

In the event of partial or total destruction of a Building or Buildings or any portion of the Common Elements within the Property, the Board shall promptly take the following action:

(a) The Board shall ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, including the obligation, performance and lien payment bonds.

(b) The Board shall determine the amount of insurance proceeds, if any, payable by contacting the appropriate representative of the insurer of said Building.

(c) If the Board determines, (i) that insurance proceeds will cover eighty-five percent (85%) or more of the estimated cost of reconstruction, or (ii) that available insurance proceeds together with available reserves and/or a special Assessment equal to twenty-five percent (25%) or less of the then aggregate regular Assessments for all Condominium Storage Units will completely cover the estimated cost of reconstruction, then the Board shall cause notice to be sent to all Owners setting forth such findings and informing said Owners and Lenders that the Board intends to commence reconstruction pursuant to this Declaration. In the event that at least twenty-five percent (25%) of the Owners based on one (1) vote for each Condominium Storage Unit, object in writing to such reconstruction as indicated in such notice, the Board shall call a special meeting of the Owners. In the event that the foregoing requirements are satisfied and the requisite number of Owners do not object in writing to such reconstruction, the Board shall cause reconstruction to take place as promptly as practicable thereafter. In connection with such reconstruction, the Board shall levy a uniform Special Assessment against each Owner at such time and in such amount as the Board shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.

(d) If the Board in good faith determines that none of the bids submitted under this Section reasonably reflects the anticipated reconstruction costs, the Board shall continue to attempt to obtain an additional bid which it determines reasonably reflects such costs. Such determination shall be made by the Board as soon as possible. However, if such determination cannot be made within ninety (90) days after the date of such destruction because of the unavailability or unacceptability of an insurance estimate, or reconstruction bid, or otherwise, the Board shall immediately call a meeting of the Owners.

(e) If the Board determines that any Condominium Storage Unit has become unusable by reason of its total or partial destruction, Assessments may abate

against the Owner thereof until the Board determines that usability has been restored. However, if the Board determines that such abatement would adversely and substantially affect the management, maintenance and operation of the property, it may elect to disallow such abatement.

Section 13.2. Reconstruction by Vote.

If reconstruction is not to take place pursuant to Section 1, as soon as practicable after same has been determined, the Board shall call a special meeting of the Owners by mailing a notice of such meeting to each such Owner. Such meeting shall be held not less than Fourteen (14) days and not more than twenty-one (21) days after the date of such notice. Unless the Owners, by a vote at such meeting or by the written consent of not less than sixty percent (60%) of the Owners based on One (1) vote for each Condominium Storage Unit, determine not to proceed with such reconstruction, reconstruction must take place and the Board shall levy a uniform Special Assessment against each Owner at such time and in such amount as the Board shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.

Section 13.3. Procedure for Minor Reconstruction.

If the cost of reconstruction is equal to or less than ten percent (10%) of the face amount of insurance then carried under the Association's hazard insurance policy then the Board shall contract with a licensed contractor or contractors to rebuild or repair such damaged or destroyed portions of the Property in conformance with the original plans and specifications. Or if the Board determines that adherence to such original plans and specifications is impracticable or is not in conformance with applicable laws, ordinances, building codes, or other governmental rules or regulations then in effect, then such repairs or rebuilding shall be of a kind and quality substantially equivalent to the original construction of such improvements but conforming to the aforementioned governmental requirements.

Section 13.4. Procedures for Major Reconstruction.

If the cost of reconstruction is greater than ten percent (10%) of the face amount of insurance then carried under the Association's hazard insurance policy, all insurance proceeds, together with such amounts from available reserves or special Assessments as are needed to complete the cost of reconstruction, shall be paid directly to a bank or savings and loan association located in Kootenai County, Idaho, whose accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or the successor to either agency, as designated by the Board, as trustee (hereinafter called the "Insurance Trustee") for all Owners and Lenders. Such proceeds shall be received, held and administered consistent with the provisions of this Declaration. Disbursement of such funds shall be made only upon the signatures of two members of the Board. As soon as practicable after notification of the receipt of insurance proceeds, the Board shall enter into a contract with a licensed contractor or

contractors for the repair or rebuilding of all of the damaged or destroyed Condominium Storage Units and Common Elements according to the original plans and specifications of said improvements or, if the Board determines that adherence to such original plans and specifications is impracticable or not in conformity with applicable statutes, ordinances, building codes, or other governmental rules and regulations then in effect, then of a quality and kind substantially equivalent to the original, construction of such improvements but in conformance with the above-mentioned governmental requirements. The contract with such licensed contractor or contractors shall be for a specified sum for performance and execution of the work therein described, and shall have provisions for periodic disbursement of funds, which shall be consistent with procedures then followed by prudent lending institutions doing business in Kootenai County, Idaho. The Board may employ a licensed architect to supervise the repair and rebuilding to insure that all work, services and supplies are in conformity with the requirements of the construction contract.

Section 13.5. Termination.

If sixty percent (60%) or more of the Owners elect not to proceed with the reconstruction at the special meeting held pursuant to Section 2., the Board shall divide the insurance proceeds and then available reserves into as many shares as there are then Condominium Storage Units, said shares to be in the same proportions as the Owners' respective percentage interest in the Common Elements. If there are mortgages, deeds or trust, or other encumbrances remaining against any of the Condominium Storage Units after the disbursement by the Board of the proportionate share of insurance proceeds and available reserves, and such deficiencies are not paid by the respective Owner or Owners, the holders of any such mortgage, deed of trust, or other encumbrance must also execute and acknowledge such Declaration in order to lawfully withdraw the Property from the condominium pursuant to the Act.

Section 13.6. Negotiations with Insurer.

The Board shall have full authority to negotiate in good faith with representative of the insurer of a totally or partially destroyed Building or any other portion of the Common Elements, and to make settlements with the insurer for less than full insurance coverage on the damage to such Building or any other portion of the Common Elements. Any settlement made by the Board in good faith shall be binding upon all Owners.

Section 13.7. Repair of Condominium Storage Units.

Installation or improvements to, and repair of any damage to, the interior of a Condominium Storage Unit shall be made by and at the individual expense of the Owner of that Condominium Storage Unit and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.

Section 13.8. Priority.

Nothing contained in this Article shall entitle an Owner to priority over any Lender under lien encumbering his Condominium Storage Unit as to any portion of insurance proceeds allocated to such Condominium Storage Unit.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.1. Enforcement.

Owners agree that the only method for settling disagreements under the terms of this Agreement and the only way to resolve questions not specifically answered by the terms of this Agreement shall first be by mediation, and should mediation be unsuccessful, then by compulsory and binding arbitration in accordance with the following paragraphs.

Section 14.2. Waiver of Right To Litigate.

The Parties hereby irrevocably waive any and all rights to resolve a dispute in a manner that is contrary to the provisions of this section. The Parties shall at all times conduct themselves in strict, full, complete, and timely accordance with the terms of this section and all attempts to circumvent the terms of this section shall be absolutely null and void and of no force or effect whatsoever. By waiving the right to litigate, the Parties agree that an arbitrator shall have the same jurisdiction as a judge trying a case without jury.

Section 14.2. Mediation as Precondition to Arbitration.

A minimum of two (2) hours of mediation shall precede any arbitration. Either party may call for the mediation of any disagreement in regard to the Board's determination of a violation of this Declaration or the assessment of fine. The mediation shall occur in accordance with Rule 16(k) of the Idaho Rules of Civil Procedure or successor rule, to the extent applicable, and the rules of the individual mediator. The particular mediator shall be nominated by the party requesting mediation, if the Parties agree on the mediator the mediation should be held as soon as practical. If the Parties do not agree on the mediator then the corporate attorney for the Association shall name the mediator from the list of mediators approved by the United States District Court with jurisdiction over the Project. Each Party shall enter into the mediation in good faith to resolve any disagreement. The Parties shall each deposit with the mediator prior to the session an equal share of the cost of two hours of mediation. The Parties may agree in writing to employ the process known as an "Arbitration-Mediation" as a single procedure if agreed to in writing prior to the event.

Section 14.3. Selection of Arbitrator.

In the event any disagreement remains unresolved following mediation, then either party may call for arbitration by appointing an arbitrator who is reasonably qualified for the issue on which there is a disagreement. Within ten (10) days of the appointment of said arbitrator, the other party shall agree to the single arbitrator or shall appoint a similarly qualified arbitrator. If the two arbitrators are selected, within ten (10) days the two shall select a third arbitrator. The rules and the procedures for the arbitration shall be determined by the arbitrator or arbitrators; however, in the event of any disagreement, the commercial rules of the American Arbitration Association shall apply. In the event that either party shall fail to act as required, then the action to be taken or the choice arbitrator in question shall be decided or appointed by the Administrative District Court Judge of the First Judicial District of the State of Idaho. Upon the request of either party or upon the request of any arbitrator, as the case may be, the judge shall promptly by oral statement instruct, decide or appoint to assure a rapid arbitration of the matter. The board of arbitrators, by majority rule or the arbitrator in the arbitrator's sole discretion shall settle all disagreements, and the ruling of the arbitrators shall be the final binding resolution. The decision of the arbitrators shall be given the same weight as a judgment and may be converted to a judgment by either party. All costs and expenses of the arbitration shall be borne equally by the Parties, except attorney, judge or court fees shall be solely born by the procuring party or as may be awarded through the arbitration.

Section 14.4. Pre-Decision Arbitration Procedures.

The arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations and narrow the issues. The Parties will submit proposed discovery schedules to the arbitrator at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the arbitrator. The arbitrator shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of Parties and third-party witnesses. This discretion shall be exercised so as to limit the scope of discovery to the amount of discovery, which the arbitrator determines to be reasonable under the circumstances.

Section 14.5. Arbitration Hearing.

The arbitration shall be conducted in the county where the real property involved in the matter is located. Counsel or other authorized representatives may represent any party. The Parties may offer such evidence as is relevant and material to the dispute. The arbitrator shall be the judge of relevance and materiality.

Section 14.6. Governing Law.

In rendering a decision, the arbitrator shall determine the rights and obligations of the PARTIES according to the terms and provisions of this Declaration and the substantive and procedural laws of where the arbitration is to take place.

Section 14.7. Arbitration Award.

The arbitrator shall issue the award as soon as reasonably possible following the conclusion of the arbitration hearing, but in no event any later than ten (10) days after the conclusion of the arbitration hearing. The arbitrator's award shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences that may be drawn there from. The arbitrator may make any determination and/or grant any remedy or relief that is just and equitable; provided, however, in no event may the arbitrator award punitive damages. The award must be based on, and accompanied by, a written statement of decision explaining the factual and legal basis for the award as to each of the principal controverted issues. The award shall be conclusive and binding, and the appropriate court with jurisdiction, in accordance with the Idaho Uniform Arbitration Act may thereafter confirm it as a judgment. The validity and enforceability of the arbitrator's decision is to be determined exclusively by the Idaho courts pursuant to the provisions of this Declaration.

Section 14.8. Attorneys' Fees and Costs.

The cost of the mediator shall be split equally by the Parties. No attorneys' fees, expert and witness costs shall be awarded for mediation, unless specified otherwise in the Appeal procedure. The arbitrator(s), for the arbitration, shall award costs, including, without limitation, arbitrator's fees and costs, attorneys' fees, and expert and witness costs, to the Association, if Association is the prevailing party. If the Association does not prevail then each party shall pay their respective costs, including, without limitation, arbitrator's fees and costs, attorneys' fees, and expert and witness costs if any, as determined by the arbitrator in the arbitrator's discretion. A party shall be determined by the arbitrator(s) to be the prevailing party if its proposal for the resolution of the dispute is the closer to that adopted by the arbitrator(s).

Section 14.9. Payment of Fine, Costs or Elimination of Violation.

In the event that the decision of the arbitrator(s) is in favor of the Association and an Owner(s) must pay a fine, costs or eliminate a violation of the Declaration and/or Rules and Regulations, then the Owner shall fulfill the order of the arbitrator(s) within ten (10) days of the issuing of the Arbitration decision. If the Owner fails to voluntarily comply with the arbitration award; then in addition to the award, Owner shall pay interest on any monetary award at the statutory rate set forth in Idaho Code 28-22-104 (2) or successor statute. In addition and not in substitute for any other remedy, set forth herein, a non-prevailing Owner shall pay all attorney's fees and costs, when billed

to the Association, related to the reducing of the arbitration award to judgment and for collection of monetary reward and enforcement of non monetary reward.

Section 14.10. Notice of Alleged Violation.

Notice of the alleged violation of the Rules and Regulations and/or Declaration may be made in the form of a signed letter from an Owner or a statement of a Board member in the minutes of a regular or special Board meeting. Said documentation should contain the approximate time and date of the alleged violation and a general description of the violation. If the Board determines that a violation does appear to exist the President, or designated Board member, shall notify, by letter, the alleged violator of the complaint received. The letter should request that no further violations occur and should state that if further violations do occur, an assessment fine shall be established and levied against the violator by the Board as provided in this Declaration, the Bylaws, and the Rules and Regulations.

Section 14.11. No contest.

If the alleged violator does not contest the allegation, then the Board shall adjudge the existence of a violation. If the alleged violator contested the determination then the procedure set forth above shall be the sole method of determining whether or not a violation has occurred.

Section 14.12. Reservation of Other Remedies.

In addition to the remedies set forth above, the Association and the Declarant reserve the right to enforce any restrictions contained herein by any other appropriate action at their option including but not limited to the following:

Section 14.13. General Requirements.

Broad enforcement is intended in order to protect the value of the Condominium Units and the Property and to allow efficient assurance of compliance.

Section 14.14. Right of Entry.

During reasonable hours, upon reasonable notice, and subject to reasonable security requirements, the Declarant or Association, or their agents, shall have the right to enter upon and inspect any Condominium Unit covered by this Declaration for the purpose of ascertaining compliance with this Declaration. Such right of entry shall not include entrance inside any structure. Entry upon any Condominium Unit shall not be a trespass or other wrongful act.

Section 14.15. Enforcing Methods and Parties.

The following options specify the manner in which the Declaration may be enforced:

Section 14.16. Manner of Enforcement.

The Declarant and the Association shall have the right to enforce by the mediation arbitration procedure set forth herein, all covenants, conditions and restrictions contained in this document. Prior to taking any action of enforcement against any violating Owner, the Association shall deliver to the violating Owner written notice of the nature of the violation, a suggested remedy, and reference to particular relevant portions of this Declaration or the Rules and Regulations. The violating Property Owner shall be allowed thirty (30) days to correct the violation. At the end of the thirty (30) days if the violation remains, enforcement may be commenced. No one shall be liable for failure to enforce the requirements of the Declaration, since all Owners may also protect their respective rights.

Section 14.17. Correction Lien.

In addition to the mediation arbitration procedure set forth herein the Association may correct any violation and lien the violating Property for sums owed for correction, (sums shall include attorney's fees and interest at the highest rate allowed by law) if the violating Owner fails, within sixty (60) days after mailing of the notice, to correct the violation or violations or fails to give adequate security to assure compliance within one (1) year from mailing the notice of violation. The sums owed shall constitute a lien upon said Condominium Unit as follows:

14.17.1. The work performed to correct said violation shall be deemed to be at the instance of the Owner or Owners of the violating Condominium Unit upon which such work is performed, as evidence by the acceptance of these covenants through the purchase of Property in the development, or in the alternative, shall be a correction assessment as allowed under the Articles of Incorporation of Owners' Association and Idaho Code;

14.17.2. A claim of lien must be filed with the Kootenai County Recorder within ninety (90) days after completion of said corrective work as provided in Idaho Code Section 45-507, or successor statute;

14.17.3. The duration of the lien shall be as provided in Idaho Code Section 45-510 or successor statutes; and

14.17.4. A lien shall be foreclosed as provided in the Idaho Code.

Section 14.18. Reservation of Other Remedies.

In addition to the remedies set forth above, Owners' Association and Declarant reserve the right to enforce any covenants, conditions or restrictions contained herein by any other appropriate action at their option.

Section 14.19. Additional Enforcement of Attorney's Fees.

The failure of any Owner to comply with the provisions of the Development documents shall give rise to a cause of action in favor of any aggrieved Owner for the recovery of damages, or for injunctive relief, or both. The Board shall have the power to enforce the provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations of the Association and shall have the authority to enforce through Mediation and Arbitration procedure contained herein; however, an aggrieved Owner may separately take legal action to enforce this declaration. If legal action is brought to interpret or enforce compliance with the provisions of this Declaration, the Articles, Bylaws or the Rules and Regulations of the Association, then the prevailing party shall be awarded reasonable expenses, court costs and attorney's fees. However, no suit may be maintained against the Declarant and or Association. A claim against the Declarant and/or Association shall only be in accordance with the Mediation and Arbitration procedure set forth herein.

Section 14.20. Failure to Enforce is Not a Waiver.

The failure to enforce any requirements contained in this Declaration shall in no event be deemed to be a waiver of the right to enforce that requirement or any other provision thereafter including provisions relating to architectural control.

Section 14.21. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 14.22. Covenants to Run with the Land; Term; Amendment.

The covenants and restrictions of this Declaration, as amended from time to time, shall run with and bind the Condominium Storage Units and Common Areas, in perpetuity unless the Condominium created herein is terminated by the unanimous consent of the Owners of all of the Condominium Storage Units.

Except in cases of amendments that may be executed by a Declarant in the exercise of its development rights or under Section 55-1504 of the Idaho Code, or amendments by the Association or certain Owners expressly authorized by the Act, the Declaration, including the Plat, may be amended only by a vote of the Condominium Storage Unit Owners to which at least a majority of the votes in the Association are allocated, subject to the following:

- (a) An amendment to the Declaration shall not terminate or decrease any unexpired Development Right as defined in the Act, Special Declarant Right or Period of Declarant Control unless the Declarant approves the amendment in writing.

(b) During the Period of Declarant Control, the Declarant shall have the right to amend the Declaration, including the Plat, to (i) comply with the Act or any other applicable law if the amendment does not adversely affect the rights of any Condominium Storage Unit Owner, (ii) correct any error or inconsistency in the declaration if the amendment does not adversely affect the rights of any Condominium Storage Unit Owner, or (iii) comply with the rules or guidelines in effect from time to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments.

(c) Any amendment adopted by the Condominium Storage Unit Owners shall be signed by the President or vice-president of the Association and shall be recorded. Any such amendment shall certify that the amendment has been approved as required by this Section 3. Any amendment made by the Declaration or the Act shall be executed by the Declarant and shall be recorded.

Section 14.22. Violation of the Law.

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

Section 14.23. Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a Condominium storage facility and for the maintenance of the Property. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 14.24. Gender and Number.

Whenever the context of this Declaration requires, the singular shall include the plural, in addition, vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

Section 14.25. Nuisance.

The result of every act or omission whereby any provision or Restriction contained in this Declaration or any provision contained in the Bylaws or Association Rules is violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity against a nuisance, either public or private, shall be applicable with respect to the abatement thereof and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative to all other remedies set forth in this Declaration and shall not be deemed exclusive.

Section 14.26. Attorney's Fees.

In the event any action is instituted to enforce any of the provisions contained in this Declaration, the Bylaws, or Association Rules, Declarant and/or Association shall be entitled to recover from the other party thereto as part of the judgment reasonable attorney's fees and costs of suit.

Section 14.27. Notices.

Any notice to be given to an Owner or the Association under the provisions of this Declaration, shall be in writing. Notices to Association shall be sent to:

Any notice to an Owner shall be mailed to the address of their storage shed.

Section 14.28. Effect of Declaration.

This Declaration is made for the purpose set forth in the recitals of this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinance, regulations and the like applicable thereto. Declarant shall have no liability whatsoever if any of the provisions of this Declaration, the Bylaws or Association Rules are determined to be unenforceable in whole or in part or under certain circumstances.

Section 14.29. Personal Covenant.

To the extent the acceptance of a conveyance of a Condominium Storage Unit creates a personal covenant between the Owner of such Condominium Storage Unit and Declarant, other Owners, or the Association, such personal covenant shall terminate and be of no further force or effect from and after the date when a Person ceases to be an Owner except to the extent this Declaration provides for personal liability with respect to the Assessments incurred during the period a Person is an Owner.

Section 14.30. Non-liability of Officials.

To the fullest extent permitted by law, neither the Board nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval,

course of action, act, omission error, or negligence if such Board member or officer acted in good faith within the scope of his duties.

Section 14.31. Un-segregated Real Property Taxes.

Until such time as real property taxes have been segregated by the County Assessor of Kootenai County for the Condominium Storage Units, the taxes shall be paid by the Association on behalf of the Owners. In connection with such payment, the proportionate share of such tax or installment thereof for a particular Condominium Storage Unit shall be determined by multiplying the tax or installments in question by the respective percentage interest of such Condominium Storage Unit in the Common Elements. The Association may levy a special Assessment against any Owner who fails to pay his share of any real property taxes pursuant to this Section. In the event such special Assessment is not paid within thirty (30) days of its due date, the Board may resort to all remedies of the Association for the collection thereof.

Section 14.32. Use of Funds Collected by the Association.

All funds collected by the Association, including Assessments and contributions to the Association paid by Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for non-profit purposes of the Association in managing, maintaining, caring for, and preserving the Common Elements and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner, other than as a result of the Association managing, maintaining, caring for, and preserving the Common Elements and other than as a result of expenditures made for the other permitted purposes as set forth in the Declaration.

Section 14.33. Notification of Sale and Transfer Fee.

Concurrently with the consummation of the sale or other transfer of any Condominium Storage Unit and concurrent with the close of escrow by any escrow company handling transfer of title of any Condominium Storage Unit, or within fourteen (14) days after the date of such transfer, if such transfer is not performed by an escrow company, any transferee shall notify the Association in writing of such transfer and shall accompany such written notice with a non-refundable transfer fee to cover Association documentation and processing. The transfer fee shall be \$500.00. The written notice shall set forth the name of the transferee and his transferor, the Condominium Storage Unit number of the Condominium Storage Unit purchased or acquired by the transferee, the transferee's mailing address, the date of the sale or transfer, and the name and address of the transferee's Lender, if any. Prior to the receipt of such written notice, all notices required or permitted to be given by the Association to the Owner shall be deemed to be duly made or given to the transferee if duly and timely made and given to the transferee's predecessor in interest. The transfer fee shall be the personal obligation of the new Owner and shall be secured by the lien provided for herein. Notwithstanding

the other provisions hereof this section shall not apply to a Lender who becomes an Owner by foreclosure proceeding or any deed of assignment in lieu of foreclosure.

Section 14.34. Emergency Vehicles and Personnel.

Emergency vehicles and/or personnel shall have the right to access to all Common Areas herein described when on the premises in response to any emergency or in the abatement of a public nuisance.

Section 14.35. Annexation/Addition of Phases of Project.

Phases may be annexed to this declaration and become part of this Condominium and subject to this Declaration by either of the following methods:

Section 14.36. Unilateral Addition.

Declarant may add an additional phase to the Condominium by constructing the new building(s) on the common area described as the Property herein, without the assent of the Owners on condition that:

14.36.1. Any addition pursuant to this subparagraph shall be made within thirty (30) years from the date of recordation of this Declaration; and

14.36.2. An amendment of this Declaration and the Condominium plat is recorded prior to any sales of any of the condominium units in the new phase.

Section 14.37 Annexation By Approval.

Upon the vote or written assent of Declarant (while Declarant owns any lot in Development) and Fifty Percent 50% of the Owners other than Declarant, the Owner of the property outside of the Development who desires to add it to the scheme of this Declaration, may record an amended Declaration in the manner described in the preceding subparagraph. Upon the vote or written assent of Declarant (while Declarant owns any lot in Development) and Fifty Percent 50% of the Owners other than Declarant, the real estate outside of the Development may be made subject to the jurisdiction of this Declaration.

**ARTICLE XV
MISCELLANEOUS**

Section 15.1. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof

shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with the Act or as covenants affect the common plan.

Section 15.2. Effective Date.

This Declaration shall take effect upon recording.

Section 15.3. Reference to Survey Map and Plans.

The Survey Map and Plans of the Condominium referred to herein were filed with the Kootenai County Recorder simultaneously with the recording of this Declaration, and by this reference is incorporated herein.

Section 15.4. Variance.

It is the intent of the drafters of the Declaration and Rules and Regulations to create a flexible system for the protection of the Owners of Condominium Units. It is anticipated that there may be situations, which arise in which the characteristics of a Condominium Unit, the existence of alternatives or the unfairness of the strict technical rule or regulation may demonstrate a need to vary the restrictions. In those types of circumstances, the Board may allow alternative methods to be submitted and approved in accordance with the process set forth herein to vary the restrictions of the Declaration and the Rules and Regulations. If the Board determines that a variance is appropriate, given the criteria set forth herein, the Board may grant a variance from any rule or regulation set forth herein.

Section 15.5. Variance Procedure and Standard for Granting Variance.

The procedure for granting a variance shall be the same as an original submittal and approval as set forth in this Declaration or the adopted Rules and Regulations. The request for the variance may be made with the original submittal or may be made subsequent following a conditional approval or denial of an original submittal. A variance may be granted only when the applicant has demonstrated that all of the following conditions are present:

15.5.1. that there is undue hardship caused to the party requesting the variance,

15.5.2. that the variance is not in conflict with the general community interest of Project.

15.5.3. that the granting of the variance will not be materially detrimental to the neighboring property Owners, and

15.5.4. that the granting of the variance does not appear to be contrary to the general goals and policies of the Declaration and the Rules and Regulations.

Section 15.6. Variance - Not a Waiver.

The granting of a variance to an Owner is not to be construed as a waiver for other Owners.

Section 15.8. Guide for Common Interpretations.

The Board shall attempt to interpret the Declaration, Bylaws and Rules and Regulations consistently giving the words their definitions appended, but strictly interpreting the words to enforce the purpose of the Declaration. The Board may, in a separate minute book, tabulate and summarize interpretations and decisions as to approvals in order to encourage consistency. Future Boards should review prior determinations in the attempt to keep interpretations consistent in the application of the Declaration.

DATED this 4th day of November 2004.

"DECLARANT"

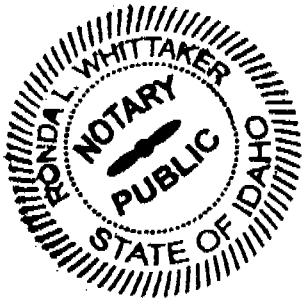
WATERFORD PARK HOMES, LLC


Robert O. Holland, Managing Member

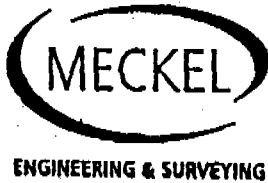
STATE OF IDAHO)
)ss
COUNTY OF KOOTENAI)

On this 4th day of November 2004, before me, a Notary Public in and for said State, personally appeared Robert O. Holland, known or identified to me to be the Managing Member of Waterford Park Homes, LLC, that he executed the within instrument on behalf of said limited liability company and acknowledged to me that such company executed the same.


NOTARY PUBLIC for the State of Idaho
My Commission Expires: 7/01/08



1913334



MECKEL ENGINEERING & SURVEYING
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Scott M. Rasch
8/17/04

August 17, 2004

Sec.25, T52N, R4W

EXHIBIT "A"

**LEGAL DESCRIPTION
FOR THE BOUNDARY OF HAYDEN LAKE EXECUTIVE RV & BOAT
CONDOMINIUMS**

A part of the N 1/2 NW 1/4, Section 25, Township 52 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; more particularly described as follows:

Commencing at the corner to Sections 23, 24, 25 and 26, monumented with an iron pipe, 2 inches diameter in a monument case, according to the Corner Perpetuation and Filing Record recorded as Instrument Number 1870159, from which the 1/4 section corner common to Sections 24 and 25 bears North 88°50'13" East, 2643.88 feet, monumented with an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4905 in a monument case, according to the Corner Perpetuation and Filing Record recorded as Instrument Number 1612511;

thence North 88°50'13" East, a distance of 60.00 feet along the North line of said Section 25 to the POINT OF BEGINNING;

thence continuing North 88°50'13" East, a distance of 1271.88 feet along the North line of said Section 25;

thence South 01°11'00" East, a distance of 29.74 feet (of record as South 01°09'47" East, a distance of 30.00 feet) to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4565;

thence South 32°28'51" West, a distance of 203.83 feet (of record as South 32°31'01" West, a distance of 203.53 feet) along the Southeasterly line of Tax Number 20110 to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374, set to replace a railroad spike in top of a tree stump;

thence South 34°41'32" West, a distance of 259.44 feet (of record as South 34°41'28" West, a distance of 259.31 feet) to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked PLS 6374, set to replace an existing iron rod, 1/2 inch diameter, with no cap;

thence South 34°40'17" West, a distance of 338.74 feet (of record as South 34°41'28" West, a distance of 336.86 feet) along the Southeasterly line of Tax Number 20110 to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374;



thence South $34^{\circ}40'17''$ West, a distance of 324.82 feet (of record as South $34^{\circ}41'28''$ West, a distance of 324.93 feet) along the southeasterly line of Tax Number 15395 to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 3814;

thence North $37^{\circ}58'04''$ West, a distance of 1035.03 feet (of record as North $37^{\circ}57'21''$ West, a distance of 1034.96 feet) along the Southwesterly line of Tax Number 15395 to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 5078;

thence North $0^{\circ}26'31''$ West, a distance of 88.79 feet (of record as North $0^{\circ}25'43''$ West, a distance of 88.77 feet) to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4565, on the South right-of-way line of Garwood Road;

thence North $0^{\circ}20'19''$ West, a distance of 30.17 feet to the POINT OF BEGINNING, containing 15.000 acres, more or less.

Subject to the easements granted to Lakes Highway District for Garwood Road along the North 45.00 feet and to all other rights-of-way, easements, covenants, conditions, rights, reservations, restrictions or encumbrances of record or in view.

1913334

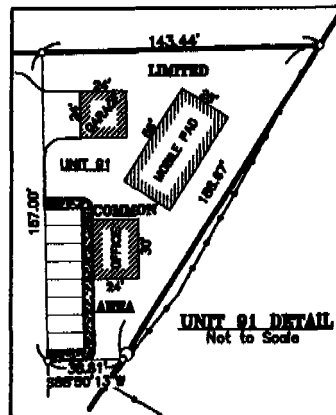
HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS

A PART OF THE N 1/2 NW 1/4,
SEC. 25, T.52N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

UNIT	BUILDING	PAD	UNIT FLOOR AREA	FLOOR ELEVATION	CEILING ELEVATION	Undivided Interest in Common Area
101**	* Building 1	Pad E	718 Sq. Ft. (Typical)	2309.70	Varies See Details	1/91
102		Pad E	733 Sq. Ft. (Typical)	2309.70	Varies See Details	1/91
103		Pad E	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
104		Pad E	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
105		Pad E	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
106		Pad E	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
107		Pad D	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
108		Pad D	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
109		Pad D	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
110		Pad D	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
111		Pad D	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
112		Pad D	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
113		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
114		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
115		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
116	Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
117	Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
118	Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
119	Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
120	Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
121	Pad B	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91	
122	Pad B	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91	
123	Pad B	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91	
124	Pad B	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91	
125	Pad A	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91	
126**	Pad A	718 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91	
127**	Pad A	718 Sq. Ft. (Typical)	2309.70	Varies See Details	1/91	
128	Pad A	733 Sq. Ft. (Typical)	2309.70	Varies See Details	1/91	
129	Pad B	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91	
130	Pad B	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91	
131	Pad B	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91	
132	Pad B	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91	
133	Pad B	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91	
134	Pad B	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91	
135	Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91	
136	Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91	
137	Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91	
138	Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91	
139	Pad C	685 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91	
140	Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91	
141	Pad D	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
142	Pad D	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
143	Pad D	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
144	Pad D	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
145	Pad D	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
146	Pad D	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
147	Pad E	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91	
148	Pad E	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91	
149	Pad E	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91	
150	Pad E	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91	
151	Pad E	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91	
152**	Pad E	718 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91	

UNIT	BUILDING	PAD	UNIT FLOOR AREA	FLOOR ELEVATION	CEILING ELEVATION	Undivided Interest in Common Area
201**	* Building 2	Pad C	718 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
202		Pad C	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
203		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
204		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
205		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
206		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
207		Pad C	685 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
208		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
209		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
210		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
211		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
212		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
213		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
214		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
215		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
216		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
217		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
218		Pad A	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
219**		Pad A	718 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
220**		Pad A	718 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
221		Pad A	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
222		Pad B	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
223		Pad B	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
224		Pad B	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
225		Pad B	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
226		Pad B	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
227		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
228		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
229		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
230		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
231		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
232		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
233		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
234	Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
235	Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
236	Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
237	Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	
238**	Pad C	718 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91	

*Building 2 - Mechanical Room = 48 Sq. Ft.
 **Building 2 - Pad A - Units 219 & 220 are 718 Sq. Ft. due to the thickness of outer wall.
 **Building 2 - Pad C - Units 201 & 238 are 718 Sq. Ft. due to the thickness of outer wall.
 *These undivided interests will be amended upon the recording of Phase II plat & declaration.



*Building 1 - Mechanical Room = 48 Sq. Ft.
 **Building 1 - Pad A - Units 126 & 127 are 718 Sq. Ft. due to the thickness of outer wall.
 **Building 1 - Pad E - Units 101 & 152 are 718 Sq. Ft. due to the thickness of outer wall.
 *These undivided interests will be amended upon the recording of Phase II plat & declaration.

DATE NOV. 2, 2004
 DRAWING NO. & JWH
 CHECKED:
 OWNER: CWF & DSD

MECKEL ENGINEERING & SURVEYING
 200 S. SHILOH ST. SUITE 100
 COEUR D'ALENE, IDAHO 83814
 PHONE: 208-665-1111
 FAX: 208-665-1112
 WWW.MECKEL-ENGINEERING.COM

HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS
 A PART OF THE N 1/4 NW 1/4,
 SEC. 25, T.52N., R.4W., B.M.,
 KOOTENAI COUNTY, IDAHO

RECORDED AT THE REQUEST OF:
(Please Return a Copy to:)

Brent G. Schlotthauer
Vasseur & Schlotthauer, PLLC
PO Box 808
Coeur d' Alene, Idaho 83816-0808

CLIFFORD T. HAYES 3P 2437269000
KOOTENAI COUNTY RECORDER Page 1 of 3
SJC Date 11/19/2013 Time 01:42:58
REQ OF VASSEUR AND SCHLOTTHAUER
RECORDING FEE: \$16.00



2437269000 SC

(This Space for Recorder's Use Only)

**NOTICE OF
2013
AMENDMENT TO
CONDOMINIUM DECLARATION AND CONDOMINIUM PLAT
OF
HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS**

Notice is hereby given that the Declaration of Covenants, Conditions and Restrictions for the Hayden Lake Executive RV & Boat Condominiums (herein the "CC&Rs") are amended in the manner set forth herein.

WHEREAS, the CC&Rs were previously recorded with the Kootenai County Recorder on November 17, 2004 as Instrument No. 1913334;

WHEREAS, the CC&Rs were subsequently amended on or about February 23, 2006 and a notice of amendment was recorded on or about February 24, 2006 as Kootenai County Instrument No. 2015316;

WHEREAS, the Bylaws of the Hayden Lake Executive RV & Boat Condo Owner's Association, Inc. (herein the "Corporation") are attached to the CC&Rs as Exhibit "C" thereto;

WHEREAS, the Bylaws of the Association, at Article V thereof, provide that the affairs of the Corporation shall be initially managed by a Board of three (3) Directors, but may be converted to a larger number if so decided by the Board;

WHEREAS, the Corporation's Board of Directors, met on August 28, 2013, and by the affirmative vote of a majority of the Directors decided to recommend an amendment to the Corporation's Bylaws whereby the Board of Directors would be increased to nine (9) directors to serve with equal staggered terms; and

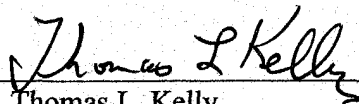
WHEREAS; the Members of the Corporation met on September 17, 2013, and by the affirmative vote of a majority of the Members present, accepted the Board of Director's recommendation and approved an amendment to the Corporation's Bylaws whereby the Board of Directors shall be increased to nine (9) directors to serve with equal staggered terms; **NOW THEREFORE;**

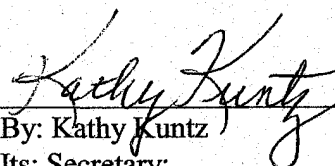
IT IS RESOLVED THAT, Article V (*Board of Directors*), Section 5.1 (*Terms of Directors*), of the Exhibit "C" Bylaws shall be deleted in its entirety and is hereby completely amended and restated as follows:

5.1 *Terms of Directors.* *The Board of Directors shall consist of nine (9) directors. The directors shall hold office for a term of three (3) years or until their successors are duly elected and qualified. Directors shall serve staggered terms so as to elect an equal number of Directors each year. All Directors must be members of the Association.*

DATED this 19 day of November, 2013.

**HAYDEN LAKE EXECUTIVE RV & BOAT
CONDO OWNERS' ASSOCIATION, INC.**


By: Thomas L. Kelly
Its: President


By: Kathy Kuntz
Its: Secretary:

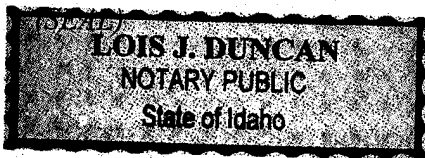
STATE OF IDAHO)

ss.

County of Kootenai)

On this 19 day of November, 2013, before me personally appeared **THOMAS L. KELLY**, who by me being personally sworn, declared that he is the President of **HAYDEN LAKE EXECUTIVE RV & BOAT CONDO OWNERS' ASSOCIATION, INC.**, and that he signed the foregoing document in his duly authorized capacity as President, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.



Lois Duncan
Notary Public in and for the State of Idaho
Residing At: Coeur d'Alene
My Commission Expires: 05-24-16

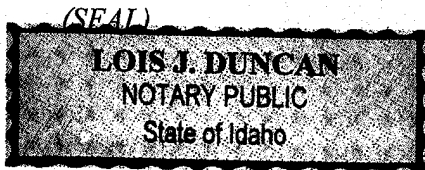
STATE OF IDAHO)

ss.

County of Kootenai)

On this 19 day of November, 2013, before me personally appeared **KATHY KUNTZ**, who by me being personally sworn, declared that she is the Secretary of **HAYDEN LAKE EXECUTIVE RV & BOAT CONDO OWNERS' ASSOCIATION, INC.**, and that she signed the foregoing document in her duly authorized capacity as Secretary, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.



Lois Duncan
Notary Public in and for the State of Idaho
Residing At: Coeur d'Alene
My Commission Expires: 05-24-16

2017071

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF _____
WETZEL & WETZEL, PLLC
2006 MAR -6 A 11: 06
DANIEL J. ENGLISH
DEPUTY *DJ*
FEES _____ **53.40**

**AMENDMENT TO CONDOMINIUM DECLARATION
INSTRUMENT # 1913334
AND CONDOMINIUM PLAT PAGE 102 IN BOOK J OF PLATS INSTRUMENT
NO.1913335
OF HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS
TO EXCLUDE PARCEL 3**

On this 23rd day of February, 2006, notice is hereby given that the Owners of condominium units of Hayden Lake Executive RV & Boat Condominiums and members of the Hayden Lake Executive RV & Boat Condo Owners' Association, Inc., (hereinafter referred to as "Condominium Owners") amended the Condominium Declaration and Condominium Plat as described herein.

RECITALS:

- A. There exists a recorded Condominium Declaration, recorded in the County of Kootenai, State of Idaho, as Instrument No. 1913334 ("Declaration").
- B. There exists Plat for Hayden Lake Executive RV & Boat Condominiums, recorded in the County of Kootenai, State of Idaho, on Page 102 in Book J of Plats as Instrument No.1913335 ("Plat").
- C. Section 14.22 of the Condominium Declaration states in part:
- [T]he Declaration, including the Plat, may be amended only by a vote of the Condominium Storage Unit Owners to which at least a majority of the votes in the Association are allocated ... Any amendment adopted by the Condominium Storage Unit Owners shall be signed by the President or vice-president of the Association and shall be recorded. Any such amendment shall certify that the amendment has been approved.
- D. Idaho Code § 55-1510 allows removal of property from the Condominium Property Act and common ownership thereunder, if two thirds of the condominium owners by vote consent to such actions.

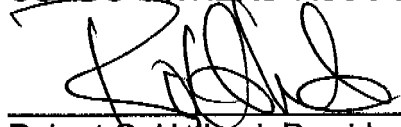
NOW THEREFORE, the Condominium Owners, in accordance with Section 14.22 of Condominium Declaration and Idaho Code § 55-1510, amended the Condominium Declaration and Condominium Plat by a vote of the owners of storage unit condominiums. The owners, by a vote of 64 in favor and 1 opposed at a meeting duly noticed and held on February 23, 2006, adopted the following amendment:

First Amendment: The legal description of the Condominium Declaration, **Exhibit "A,"** recorded in the records of Kootenai County, as Instrument No. 1913334 is hereby amended and replaced by the new **Exhibit "A"** attached hereto and incorporated herein.

Second Amendment: The Plat page, recorded in the records of Kootenai County, Book of Plats, Book J, Page102, is hereby amended. The pages that have been amended are entitled "Amended" to remove the "Parcel 3" from the Hayden Lake Executive RV & Boat Condominiums. A copy of the entire restated and amended Plat is attached hereto as **Exhibit "B"** hereto and incorporated herein.

DATED this 23 day of February, 2006.

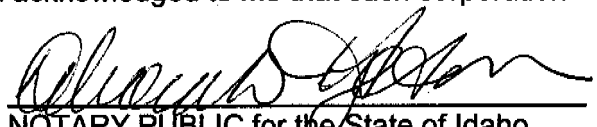
"HAYDEN LAKE EXECUTIVE RV & BOAT CONDO OWNERS' ASSOCIATION, INC."



Robert O. Holland, President

STATE OF IDAHO)
)ss
COUNTY OF KOOTENAI)

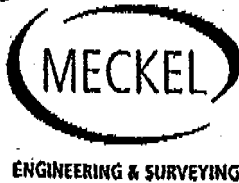
On this 23 day of February 2006, before me, a Notary Public in and for said State, personally appeared Robert O. Holland, known or identified to me to be the President of Hayden Lake Executive RV & Boat Owners' Association, Inc., that executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.



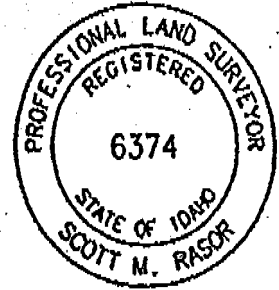
NOTARY PUBLIC for the State of Idaho
My Commission Expires: 07-26-06



2017071



MECKEL ENGINEERING & SURVEYING
 3906 N. Schreiber Way
 Coeur d'Alene, ID 83815
 Office 208-667-4638 • Fax 208-664-3347
www.meckel.com



Scott M. Rasor
 2/15/06

February 15, 2006

Sec.25, T52N, R4W

LEGAL DESCRIPTION
AMENDED PLAT BOUNDARY OF HAYDEN LAKE EXECUTIVE RV & BOAT
CONDOMINIUMS

A part of the North-Half of the Northwest Quarter, Section 25, Township 52 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; more particularly described as follows:

Commencing at the corner to Sections 23, 24, 25 and 26, monumented with an iron pipe, 2 inches diameter in a monument case, according to the Corner Perpetuation and Filing Record recorded as Instrument Number 1870159, from which the 1/4 section corner common to Sections 24 and 25 bears North 88°50'13" East, 2643.88 feet, monumented with an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4905 in a monument case, according to the Corner Perpetuation and Filing Record recorded as Instrument Number 1612511;

thence North 88°50'13" East, a distance of 60.00 feet along the North line of said Section 25 to the POINT OF BEGINNING;

thence continuing North 88°50'13" East, a distance of 1271.88 feet along the North line of said Section 25;

thence South 01°11'00" East, a distance of 29.74 feet (of record as South 01°09'47" East, a distance of 30.00 feet) to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4565;

thence South 32°28'51" West, a distance of 203.83 feet (of record as South 32°31'01" West, a distance of 203.53 feet) along the Southeasterly line of Tax Number 20110 to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374, set to replace a railroad spike in top of a tree stump;

thence South 34°41'32" West, a distance of 259.44 feet (of record as South 34°41'28" West, a distance of 259.31 feet) to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked PLS 6374, set to replace an existing iron rod, 1/2 inch diameter, with no cap;

thence South 34°40'17" West, a distance of 338.74 feet (of record as South 34°41'28" West, a distance of 336.86 feet) along the Southeasterly line of Tax Number 20110 to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374;

EXHIBIT "A"

(Replacing Exhibit "A" of the Declaration for Hayden Lake Executive RV & Boat Condominiums, Recorded on 11-17-2004, Kootenai Records as Inst. # 1913334)

2017071

Amended Plat Boundary Legal Desc.
Page 2 of 3

thence South 34°40'17" West, a distance of 324.82 feet (of record as South 34°41'28" West, a distance of 324.93 feet) along the southeasterly line of Tax Number 15395 to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 3814;

thence North 37°58'04" West, a distance of 1035.03 feet (of record as North 37°57'21" West, a distance of 1034.96 feet) along the Southwesterly line of Tax Number 15395 to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 5078;

thence North 0°26'31" West, a distance of 88.79 feet (of record as North 0°25'43" West, a distance of 88.77 feet) to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4565, on the South right-of-way line of Garwood Road;

thence North 0°20'19" West, a distance of 30.17 feet to the POINT OF BEGINNING, containing 15.000 acres, more or less.

Subject to the easements granted to Lakes Highway District for Garwood Road along the North 45.00 feet and to all other rights-of-way, easements, covenants, conditions, rights, reservations, restrictions or encumbrances of record or in view.

EXCEPTING THEREFROM:

The parcel described on the Deed of Trust recorded under Instrument Number 1899814 in a portion of the Northwest Quarter of Section 25, Township 52 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Commencing at the Northwest corner of said Section 25;

thence North 88°50'13" East, along the North line of said Section 25 and the centerline of the County Road, 60.00 feet, to the Point of Beginning for this description;

thence continuing along said North line, North 88°50'13" East, 165.00 feet to a point;

thence South 00°25'31" East, 30.00 feet to an iron pin on the South right-of-way of the County Road;

thence continuing South 00°25'31" East, 116.16 feet to an iron pin;

thence South 51°21'07" East, 824.80 feet to an iron pin on the northwesterly air strip right-of-way;

thence continuing South 51°21'07" East, 15.57 feet to an iron pin;

2017071

Amended Plat Boundary Legal Desc.
Page 3 of 3

thence South 34°41'28" West, 238.21 feet to an iron pin on the northwesterly air strip right-of-way;

thence continuing South 34°41'28" West, 86.72 feet to an iron pin;

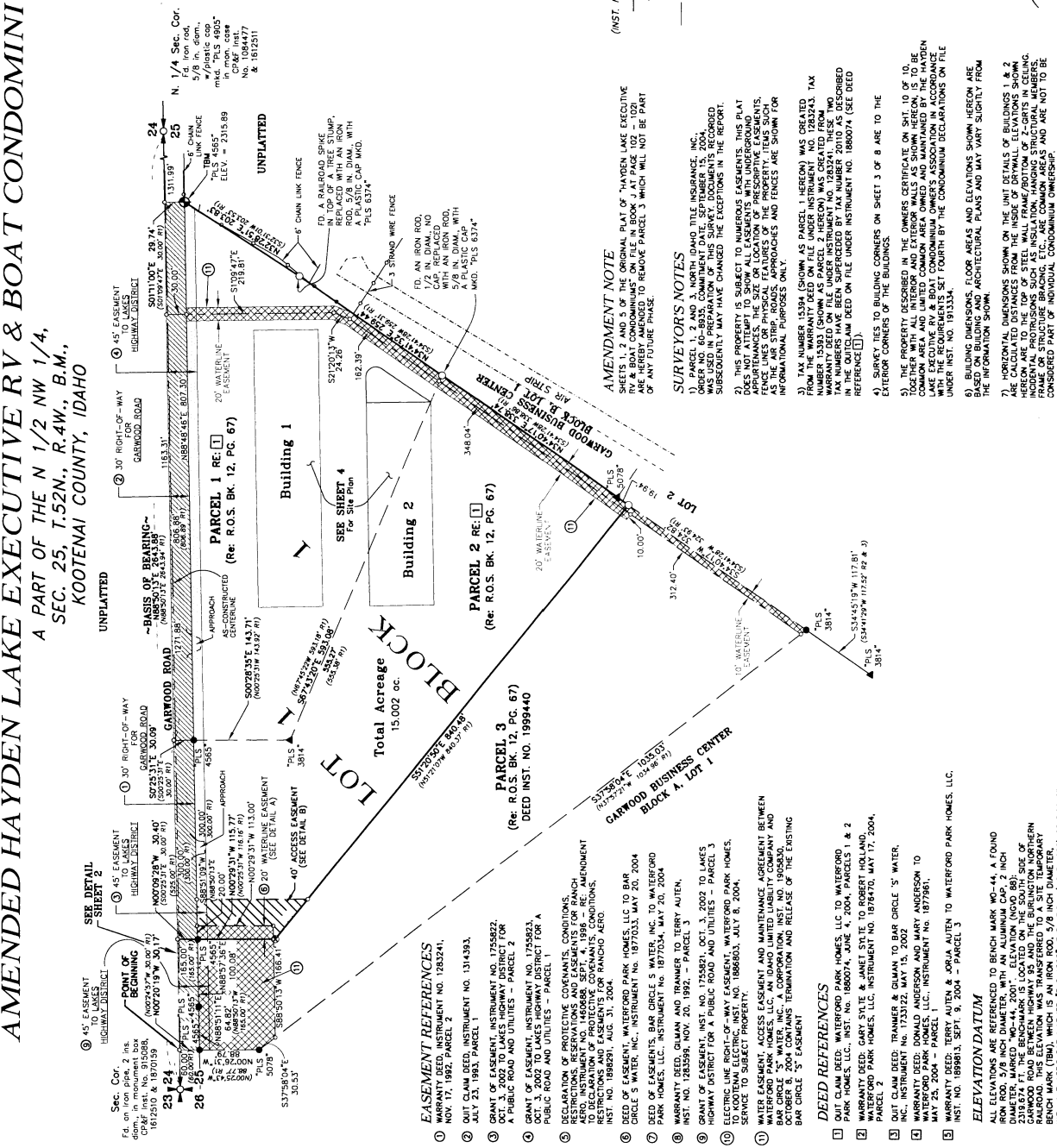
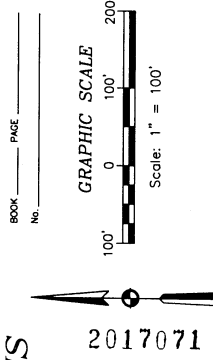
thence North 37°57'21" West, 1,034.96 feet to an iron pin;

thence North 00°25'43" West, 88.77 feet to an iron pin on the South right-of-way of said County Road;

thence North 00°24'57" West, 30.00 feet to the Point of Beginning.

AMENDED HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS

A PART OF THE N 1/2 NW 1/4,
SEC. 25, T.52N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO



- Sec. Cor.**
Fd. on iron pipe, 2 in. dia., in monument box
101220 & 181019
- POINT OF BEGINNING**
N 06°29'19" W 30.00'
S 89°50'19" W 117.81'
S 89°50'19" W 117.81'
N 06°29'19" W 30.00'
- SEC. 25**
S 37°50'07" W 30.35'
S 89°50'19" W 117.81'
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- SEC. 24**
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- SEC. 23**
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- SEC. 22**
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- SEC. 21**
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- SEC. 20**
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- SEC. 19**
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- SEC. 18**
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- SEC. 17**
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- SEC. 16**
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- SEC. 15**
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- SEC. 14**
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- SEC. 13**
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- SEC. 12**
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- SEC. 11**
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- SEC. 10**
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- SEC. 9**
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- SEC. 8**
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- SEC. 7**
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- SEC. 6**
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- SEC. 5**
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- SEC. 4**
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N 06°29'19" W 30.00'
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N 06°29'19" W 30.00'
- SEC. 3**
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N 06°29'19" W 30.00'
- SEC. 2**
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- SEC. 1**
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S 89°50'19" W 117.81'
N 06°29'19" W 30.00'
- EASEMENT REFERENCES**
- WARRANTY DEED, INSTRUMENT NO. 1283241, NOV. 17, 1992, PARCEL 2.
 - QUIT CLAIM DEED, INSTRUMENT NO. 1314933, JULY 23, 1993, PARCEL 1.
 - GRANT OF EASEMENT, INSTRUMENT NO. 1755822, JULY 23, 1993, PARCEL 1 FOR A PUBLIC ROAD AND UTILITIES - PARCEL 2.
 - GRANT OF EASEMENT, INSTRUMENT NO. 1745833, OCT. 3, 2002 TO LAKES HIGHWAY DISTRICT FOR A PUBLIC ROAD AND UTILITIES - PARCEL 1.
 - DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, NO. 1000000, SET-ASIDE OF RANCH, INSTRUMENT NO. 1000000, SET-ASIDE OF RANCH, INSTRUMENT NO. 1000000, SET-ASIDE OF RANCH, INSTR. NO. 1882801, AUG. 31, 2004.
 - DEED OF EASEMENT, WATERFORD PARK HOMES, LLC TO BAR CIRCLE 5 WATER, INC., INSTRUMENT NO. 1877033, MAY 20, 2004.
 - DEED OF EASEMENTS, BAR CIRCLE 5 WATER, INC. TO WATERFORD PARK HOMES, LLC, INSTRUMENT NO. 1877034, MAY 20, 2004.
 - WARRANTY DEED, GULMAN AND TRAMMER TO TERRY AUTEN, INSTR. NO. 1283599, NOV. 20, 1992, - PARCEL 3.
 - GRANT OF EASEMENT, INSTR. NO. 1755851, OCT. 3, 2002 TO LAKES HIGHWAY DISTRICT FOR A PUBLIC ROAD AND UTILITIES - PARCEL 3.
 - ELECTRIC LINE RIGHT-OF-WAY EASEMENT, WATERFORD PARK HOMES, LLC TO SUBJECT PROPERTY, 1886804, JULY 8, 2004.
 - WATER EASEMENT, ACCESS EASEMENT AND MAINTENANCE AGREEMENT BETWEEN WATERFORD PARK HOMES, LLC, AN IDAHO LIMITED LIABILITY COMPANY AND TERRY AUTEN & JORJA AUTEN, OCTOBER 18, 2004, CONTAINS TERMINATION AND RELEASE OF THE EXISTING BAR CIRCLE 5' EASEMENT.
- DEED REFERENCES**
- QUIT CLAIM DEED, WATERFORD PARK HOMES, LLC TO WATERFORD PARK HOMES, LLC, INSTRUMENT NO. 1886804, JULY 8, 2004.
 - WARRANTY DEED, BAR CIRCLE 5 WATER, INC. TO WATERFORD PARK HOMES, LLC, INSTRUMENT NO. 1878470, MAY 17, 2004, PARCEL 2.
 - QUIT CLAIM DEED, TRAMMER & GULMAN TO BAR CIRCLE 5 WATER, INC., INSTRUMENT NO. 1757222, MAY 13, 2002.
 - WARRANTY DEED, TERRY AUTEN & JORJA AUTEN TO WATERFORD PARK HOMES, LLC, INSTRUMENT NO. 1877961, MAY 23, 2004 - PARCEL 1.
 - WARRANTY DEED, TERRY AUTEN & JORJA AUTEN TO WATERFORD PARK HOMES, LLC, INSTR. NO. 1889910, SEPT. 9, 2004 - PARCEL 3.
- ELEVATION DATUM**
- ALL ELEVATIONS ARE REFERENCED TO BENCH MARK NO. 44, A FOUND IRON ROD, 5/8 INCH DIAMETER, WITH AN ALUMINUM CAP, 2 INCH DIA., 2318.674 FT. THE BENCHMARK IS LOCATED ON THE SOUTH SIDE OF GARWOOD ROAD BETWEEN HIGHWAYS 85 AND 86, AND THE BURLINGTON-NORTHERN RAILROAD TRACKS. THE BENCHMARK IS A 1/2 INCH DIAMETER BENCH MARK (B.M.), WHICH IS AN IRON ROD, 2/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED "PLS 4565". ELEVATION: (NOV 1988) 2315.88 FT.

AMENDED HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS
A PART OF THE N 1/2 NW 1/4,
SEC. 25, T.52N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

MECKEL ENGINEERING & SURVEYING
3906 S. SORBERER HWY. CORP. P. BLVD. DANA, IDAHO 83403-4538 (208)684-3347

MECKEL

JOB NO. WFO04337
DWG FILE: WFO04337AME01.DWG
CREW: CWF & DEG

SCALE: 1" = 100'
DATE: DEC. 29, 2005

DRAWN: JAH
CHECKED: JAH

SHEET 1 OF 10

PROFESSIONAL LAND SURVEYOR
KOOTENAI COUNTY, IDAHO
6374
SCOTT M. RASOR
DATE: 12/29/05

SCOTT M. RASOR, PLS 6374

SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR NO. 6374 IN THE STATE OF IDAHO, HEREBY CERTIFY THAT THE SURVEY, SUBDIVISION AND PLATTED "AMENDED HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS", MORE PARTICULARLY DESCRIBED IN THE OWNER'S CERTIFICATE ON SHEET 6 OF THIS PLAT, I DIRECTLY SUPERVISED THE SURVEY. THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE IDAHO CODES RELATING TO PLATS AND SUBDIVISIONS.

SURVEYORS OF RECORD & PRIOR SURVEYS

- J. W. STILINGER PLS 5078 JAN. 1993 BK. 12 PG. 87
- J. W. STILINGER PLS 5078 FEB. 1994 BK. 14 PG. 119
- J. W. STILINGER PLS 5078 SEPT. 1995 BK. 5, PG. 290-290A RANCH AERO ESTATES
- J. W. STILINGER PLS 5078 NOV. 1997 GARWOOD BUSINESS CENTER REMONUMENTATION
- E. WARNER PLS 4585
- D. MARKSON PLS 1031 SEPT. 1982 BK. 3, PG. 272
- P. S. 832 AUG. 2004 BK. 22, PG. 454
- J. W. HOME PLS 6374 NOV. 2004 BK. 7, PG. 027 - 028 HAYDEN LAKE RESORTS, RV & BOAT CONDOMINIUMS

OTHERS AS NOTED

FENCE - TYPE & SIZE AS NOTED
TEMPORARY BENCHMARK - AN IRON ROD, 5/8 IN. DIAMETER, WITH A PLASTIC CAP MARKED "PLS 4565"
CENTERLINE GARWOOD ROAD (AS CONSTRUCTED)

AMENDMENT NOTE

SHEETS 1, 2 AND 3 OF THE ORIGINAL PLAT OF "HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS" ON FILE IN BOOK J AT PAGE 102 - 1021 TO REMOVE PARCEL 3 WHICH WILL NOT BE PART OF ANY FUTURE PHASE.

SURVEYOR'S NOTES

- PARCEL 1, 2 AND 3, NORTH IDAHO TITLE INSURANCE, INC. ORDER NO. 60-8932, COMMITMENT DATE, SEPTEMBER 15, 2004. PARCELS 1, 2 AND 3, WHICH WERE NOT SHOWN ON THE RECORD, SUBSEQUENTLY MAY HAVE CHANGED THE EXCEPTIONS IN THE REPORT.
- THIS PROPERTY IS SUBJECT TO UNRECORDED EASEMENTS. THIS PLAT DOES NOT ATTEMPT TO SHOW ALL EASEMENTS WITH UNDERGROUND APPURTENANCES, THE SIZE OR LOCATION OF PRESCRIPTIVE EASEMENTS, AS THE AIR STRIP, ROADS, APPROACHES AND FENCES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- TAX NUMBER 15394 (SHOWN AS PARCEL 1) WAS OBTAINED FROM THE WARRANTY DEED ON FILE UNDER INSTRUMENT NO. 1283243, TAX NUMBER 15394 (SHOWN AS PARCEL 2) WAS OBTAINED FROM THE WARRANTY DEED ON FILE UNDER INSTRUMENT NO. 1283241, THESE TWO TAX NUMBERS HAVE BEEN SUPERSEDED BY TAX NUMBER 20110 AS DESCRIBED IN REFERENCE (1).
- PARCELS 1, 2 AND 3, NORTH IDAHO TITLE INSURANCE, INC. EXTERIOR CORNERS OF THE BUILDINGS ON SHEET 3 OF 8 ARE TO BE THE EXTERIOR CORNERS OF THE BUILDINGS.
- THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE ON SHEET 10 OF THIS PLAT, TOGETHER WITH ALL INTERIOR AND EXTERIOR WALLS AS SHOWN HEREON IS TO BE COMMON AREA AND LIMITED COMMON AREA OWNED AND MAINTAINED BY THE HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS ASSOCIATION IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH BY THE CONDOMINIUM DECLARATIONS ON FILE UNDER INSTR. NO. 1913334.
- BUILDING DIMENSIONS, FLOOR AREAS AND ELEVATIONS SHOWN HEREON ARE BASED ON BUILDING AND ARCHITECTURAL PLANS AND MAY VARY SLIGHTLY FROM THE INFORMATION SHOWN.
- HORIZONTAL DIMENSIONS SHOWN ON THE UNIT DETAILS OF BUILDINGS 1 & 2 ARE BASED ON THE DIMENSIONS OF THE BUILDINGS AS SHOWN ON THE PLANS. INCIDENTAL PROFESSIONALS SUCH AS INSULATION, HANGING STRUCTURAL MEMBERS, ETC. ARE NOT SHOWN ON THESE PLANS. THESE DIMENSIONS ARE NOT TO BE CONSIDERED PART OF INDIVIDUAL CONDOMINIUM OWNERSHIP.

AMENDED HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS

A PART OF THE N 1/2 NW 1/4,
SEC. 25, T.52N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
No. _____

2017071



BASIS OF BEARING

BASES OF BEARING - NORTH 85°50'13" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25, ACCORDING TO BOOK 12, PAGE 67, BETWEEN A FOUND IRON PIPE, MONUMENTING THE NORTHWEST CORNER OF SAID SECTION 25, ACCORDING TO CORNER AND PLAS 4965*, MONUMENTING THE NORTH QUARTER CORNER OF SAID SECTION 25, AND A FOUND IRON ROD, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED "PLS 4965*", MONUMENTING THE NORTH QUARTER CORNER OF SAID SECTION 25, TO CORNER PERPETUATION AND FILING RECORD, INSTRUMENT NO. 1672511.

AMENDMENT NOTE

SHEETS 2 AND 3 OF THE ORIGINAL PLAT OF "HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS" ARE HEREBY AMENDED TO REMOVE PARCEL 3 WHICH WILL NOT BE PART OF ANY FUTURE PHASE.

LEGEND - See Sheet 1 of 3

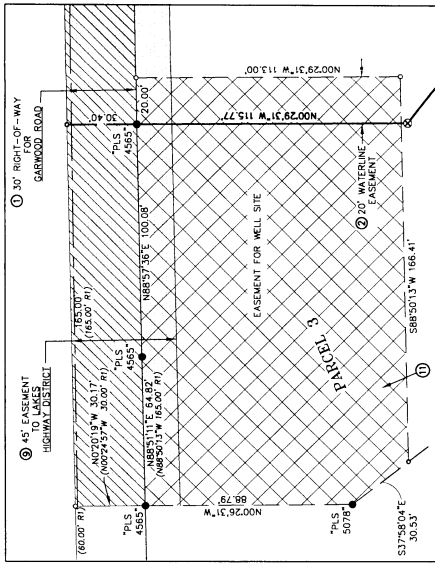
EASEMENT LEGEND



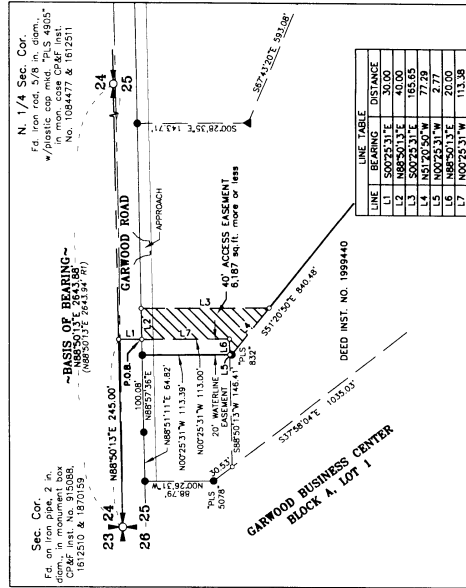
30 FT. RIGHT-OF-WAY FOR GARWOOD ROAD ACCORDING TO PARCEL 1, TAX NO. 15394, ACCORDING TO DEED INSTRUMENT NO. 128324, DATED NOVEMBER 14, 1992, FOR PARCEL 2, TAX NO. 15394, ACCORDING TO DEED INSTRUMENT NO. 128324, DATED NOVEMBER 20, 1992 FOR PARCEL 3, TAX NO. 15395.

45 FT. EASEMENT TO LAKES HIGHWAY DISTRICT ACCORDING TO PARCEL 1, TAX NO. 15394, ACCORDING TO INSTR. NO. 175582, DATED OCTOBER 31, 2002 FOR PARCEL 2, TAX NO. 15393, AND PARCEL 3, TAX NO. 15395, DATED OCTOBER 3, 2002.

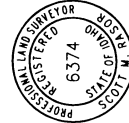
WATER EASEMENT, ACCESS EASEMENT AND MAINTENANCE AGREEMENT BETWEEN GARWOOD BUSINESS CENTER AND BAR CIRCLE 'S' WATER, INC., A CORPORATION, INST. NO. 1905820, DATED OCTOBER 8, 2004 CONTAINS TERMINATION AND RELEASE OF THE EXISTING BAR CIRCLE 'S' EASEMENT.



DETAIL A
NOT TO SCALE



DETAIL B
NOT TO SCALE



Scott M. Rasbor
SCOTT M. RASBOR, PLS 8374 C DATE

SHEET 2 OF 10

AMENDED HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS
A PART OF THE N 1/4 NW 1/4,
SEC. 25, T.52N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

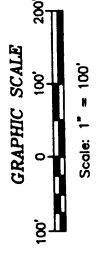
MECKEL ENGINEERING
& SURVEYING
JOB # SCREBBY MT. GROUP 07 MECH. DATA, 8815 FRANKLIN AVE. (2006-04-14)



SCALE: NONE
DATE: DEC. 29, 2005
DRAWN: JAH
CHECKED: [Signature]
JOB NO. WPA05337
DWG FILE: WPA05337A.MXD_C3
CREW: CTF & DEC

25

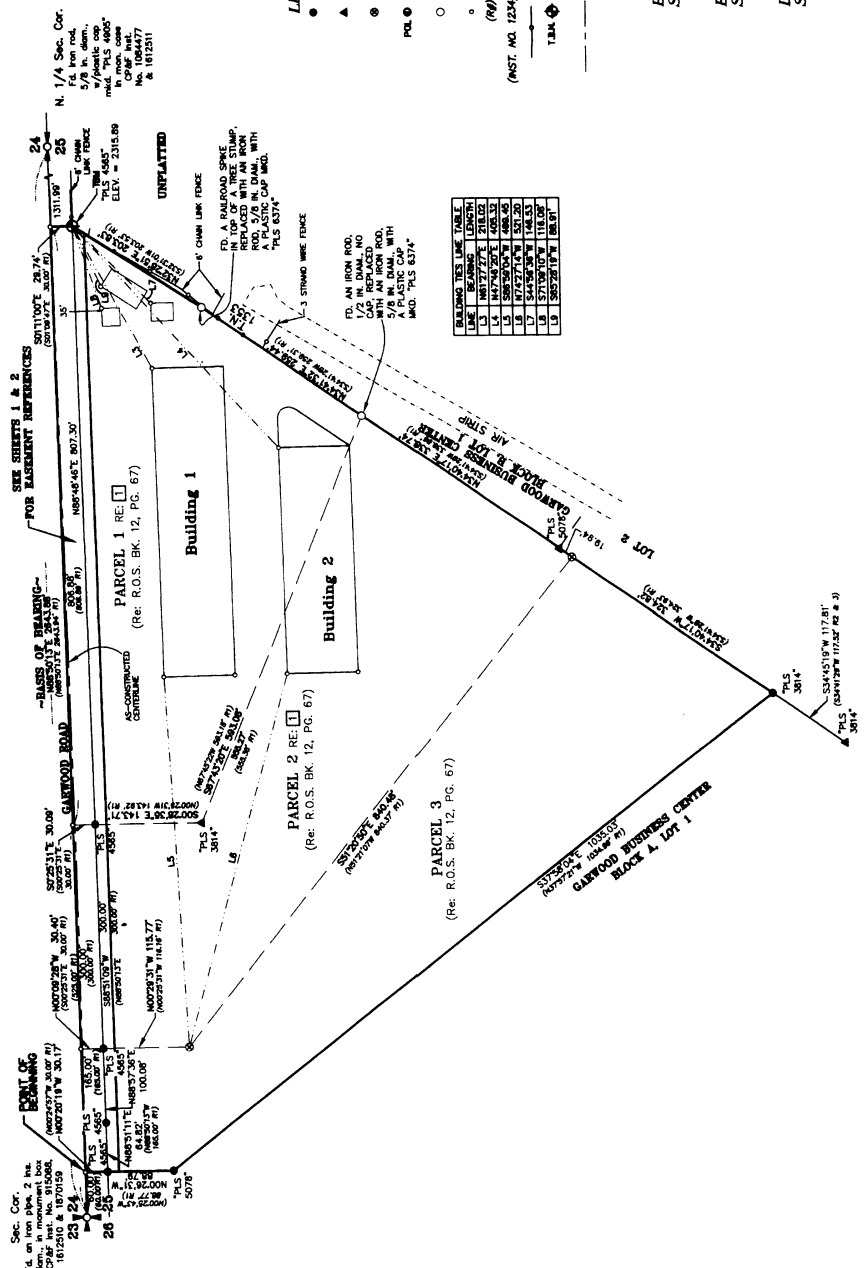
BOOK 3 PAGE 1913335



2017071

HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS

A PART OF THE N 1/2 NW 1/4,
SEC. 25, T.52N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO



LINE	BEARING	LENGTH
L1	N87°44'20"E	425.33
L2	S89°20'00"W	168.45
L3	S74°52'15"W	121.35
L4	S71°08'10"W	118.00
L5	S85°25'18"W	188.01

LEGEND

- FOUND AN IRON ROD, 5/8 IN. DIAMETER, WITH PLASTIC CAP, MARKED AS SHOWN.
- ▲ FOUND AN IRON ROD, 1/2 IN. DIAMETER, WITH PLASTIC CAP, MARKED AS SHOWN, EXCEPT AS NOTED.
- FOUND AN IRON ROD, 5/8 IN. LONG, 5/8 IN. DIAMETER, WITH A PLASTIC CAP MARKED "PLS 6374".
- FOUND AN IRON ROD, 1/2 IN. LONG, 1/2 IN. DIAMETER, WITH A PLASTIC CAP MARKED "PLS 6374".
- FOUND AN IRON ROD, 3/8 IN. LONG, 3/8 IN. DIAMETER, WITH A PLASTIC CAP MARKED "PLS 6374".
- MEASUREMENT POINT/CALCULATED POINT (NOTHING FOUND OR SET)
- SURVEYS OF RECORD AND PRIOR SURVEYS (INST. NO. 1234) INSTRUMENT NUMBER
- FOUR - TYPE & SIZE AS NOTED
- TEMPORARY MONUMENT: AN IRON ROD, 5/8 IN. DIAMETER, WITH A PLASTIC CAP MARKED "PLS 6374"
- CENTRALISED CHANNED ROAD (AS CONSTRUCTED)
- OTHERS AS NOTED

EASEMENTS -
See Sheets 1 & 2 of 10

EASEMENT REFERENCES -
See Sheets 1 & 2 of 10

DEED REFERENCES -
See Sheets 1 & 2 of 10



Scott M. Rasmussen
DATE

SHEET 3 OF 10

HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS
A PART OF THE N 1/4 NW 1/4,
SEC. 25, T.52N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

MECKEL ENGINEERING & SURVEYING
308 E. BROADWAY, SUITE 200, BOZEMAN, MONTANA 59717

SCOTT M. RASMUSSEN
STATE OF IDAHO
LICENSED PROFESSIONAL ENGINEER
NO. 6374

DATE: NOV. 2, 2004

CHECKED: *[Signature]*

DRAWN: SAQ & AH
DWG FILE: HOLA2004P1.DWG

CREW: OF & DEG

SCALE: 1" = 100'

DATE: NOV. 2, 2004

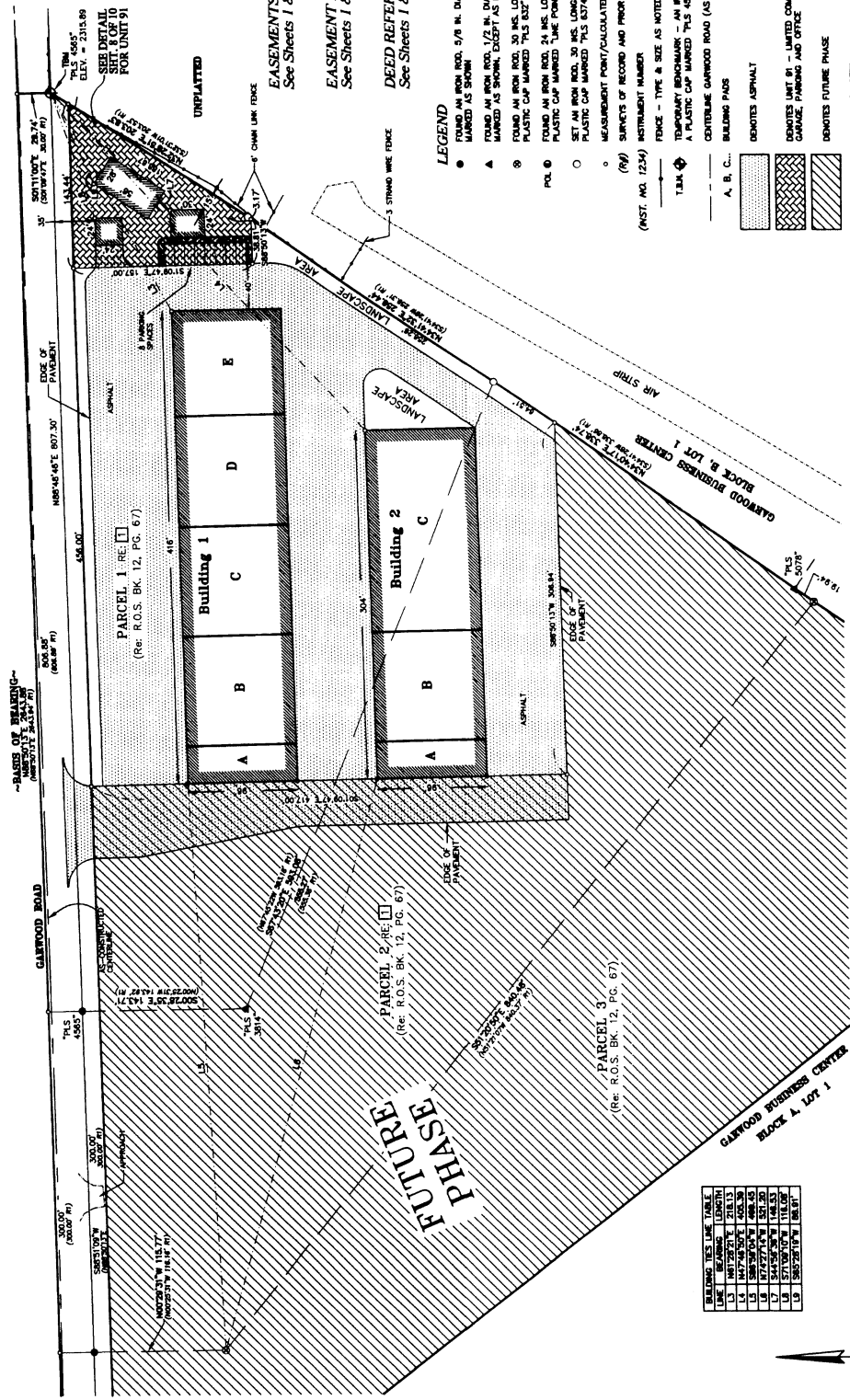
CREW: OF & DEG

BOOK 3 PAGE 103-C
 No. 193325

2017071

HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS

A PART OF THE N 1/2 NW 1/4,
 SEC. 25, T.52N., R.4W., B.M.,
 KOOTENAI COUNTY, IDAHO



UNPLATTED
 5' DRIVEWAY EASEMENT
 5' UTILITY EASEMENT
 5' CHAIN LINK FENCE
 5' STAND WIRE FENCE

EASEMENTS -
 See Sheets 1 & 2 of 10

EASEMENT REFERENCES -
 See Sheets 1 & 2 of 10

DEED REFERENCES -
 See Sheets 1 & 2 of 10

LEGEND

- FOUND AN IRON ROD, 5/8" IN. DIAMETER, WITH PLASTIC CAP, MARKED AS SHOWN
- ▲ FOUND AN IRON ROD, 1/2" IN. DIAMETER, WITH PLASTIC CAP, MARKED AS SHOWN, EXCEPT AS NOTED
- FOUND AN IRON ROD, 3/8" IN. DIAMETER, WITH A PLASTIC CAP MARKED "P.L.S. 6374"
- FOUND AN IRON ROD, 24 IN. LONG, 1/2" IN. DIAMETER, WITH A PLASTIC CAP MARKED "P.L.S. 6374"
- SET AN IRON ROD, 30 IN. LONG, 5/8" IN. DIAMETER, WITH A PLASTIC CAP MARKED "P.L.S. 6374"
- MEASUREMENT POINT/CALCULATED POINT (NOTHING FOUND OR SET)
- (INST. NO. 1234) SURVEYS OF RECORD AND PRIOR SURVEYS
- (INST. NO. 1234) INSTRUMENT NUMBER
- FENCE - TYPE & SIZE AS NOTED
- ▲ TEMPORARY BENCHMARK - AN IRON ROD, 5/8" IN. DIAMETER, WITH A PLASTIC CAP MARKED "P.L.S. 6374"
- CENTERLINE GARWOOD ROAD (AS CONSTRUCTED)
- BUILDING PAD
- DENOTES ASPHALT
- DENOTES UNIT #1 - LIMITED COMMON AREA WITH MOBILE PAD, GARAGE, PARKING AND OFFICE
- DENOTES FUTURE PHASE
- OTHERS AS NOTED



Scott W. Rasmussen 11/24/14
 DATE
 SCOTT W. RASMUSSEN, P.L.S. 6374

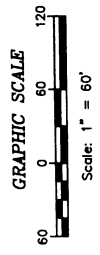
SHEET 4 OF 10

HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS
 A PART OF THE N 1/2 NW 1/4,
 SEC. 25, T.52N., R.4W., B.M.,
 KOOTENAI COUNTY, IDAHO

MECKEL ENGINEERING & SURVEYING
 200 S. GARDNER ST. COBOLENE, IDAHO 83414
 (208) 765-1111
 MECKEL

DATE: NOV. 2, 2004
 CHECKED: [Signature]
 DRAWN: SHQ & JAH
 DATE: [Signature]
 CHECKED: [Signature]

SCALE: 1" = 60'
 DATE: NOV. 2, 2004



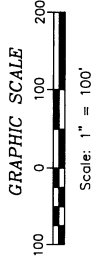
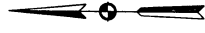
BUILDING UNIT TABLE	
UNIT #1	100
UNIT #2	101
UNIT #3	102
UNIT #4	103
UNIT #5	104
UNIT #6	105
UNIT #7	106
UNIT #8	107
UNIT #9	108
UNIT #10	109
UNIT #11	110
UNIT #12	111
UNIT #13	112
UNIT #14	113
UNIT #15	114
UNIT #16	115
UNIT #17	116
UNIT #18	117
UNIT #19	118
UNIT #20	119
UNIT #21	120
UNIT #22	121
UNIT #23	122
UNIT #24	123
UNIT #25	124
UNIT #26	125
UNIT #27	126
UNIT #28	127
UNIT #29	128
UNIT #30	129
UNIT #31	130
UNIT #32	131
UNIT #33	132
UNIT #34	133
UNIT #35	134
UNIT #36	135
UNIT #37	136
UNIT #38	137
UNIT #39	138
UNIT #40	139
UNIT #41	140
UNIT #42	141
UNIT #43	142
UNIT #44	143
UNIT #45	144
UNIT #46	145
UNIT #47	146
UNIT #48	147
UNIT #49	148
UNIT #50	149
UNIT #51	150
UNIT #52	151
UNIT #53	152
UNIT #54	153
UNIT #55	154
UNIT #56	155
UNIT #57	156
UNIT #58	157
UNIT #59	158
UNIT #60	159
UNIT #61	160
UNIT #62	161
UNIT #63	162
UNIT #64	163
UNIT #65	164
UNIT #66	165
UNIT #67	166
UNIT #68	167
UNIT #69	168
UNIT #70	169
UNIT #71	170
UNIT #72	171
UNIT #73	172
UNIT #74	173
UNIT #75	174
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UNIT #77	176
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UNIT #83	182
UNIT #84	183
UNIT #85	184
UNIT #86	185
UNIT #87	186
UNIT #88	187
UNIT #89	188
UNIT #90	189
UNIT #91	190
UNIT #92	191
UNIT #93	192
UNIT #94	193
UNIT #95	194
UNIT #96	195
UNIT #97	196
UNIT #98	197
UNIT #99	198
UNIT #100	199
UNIT #101	200

AMENDED HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS

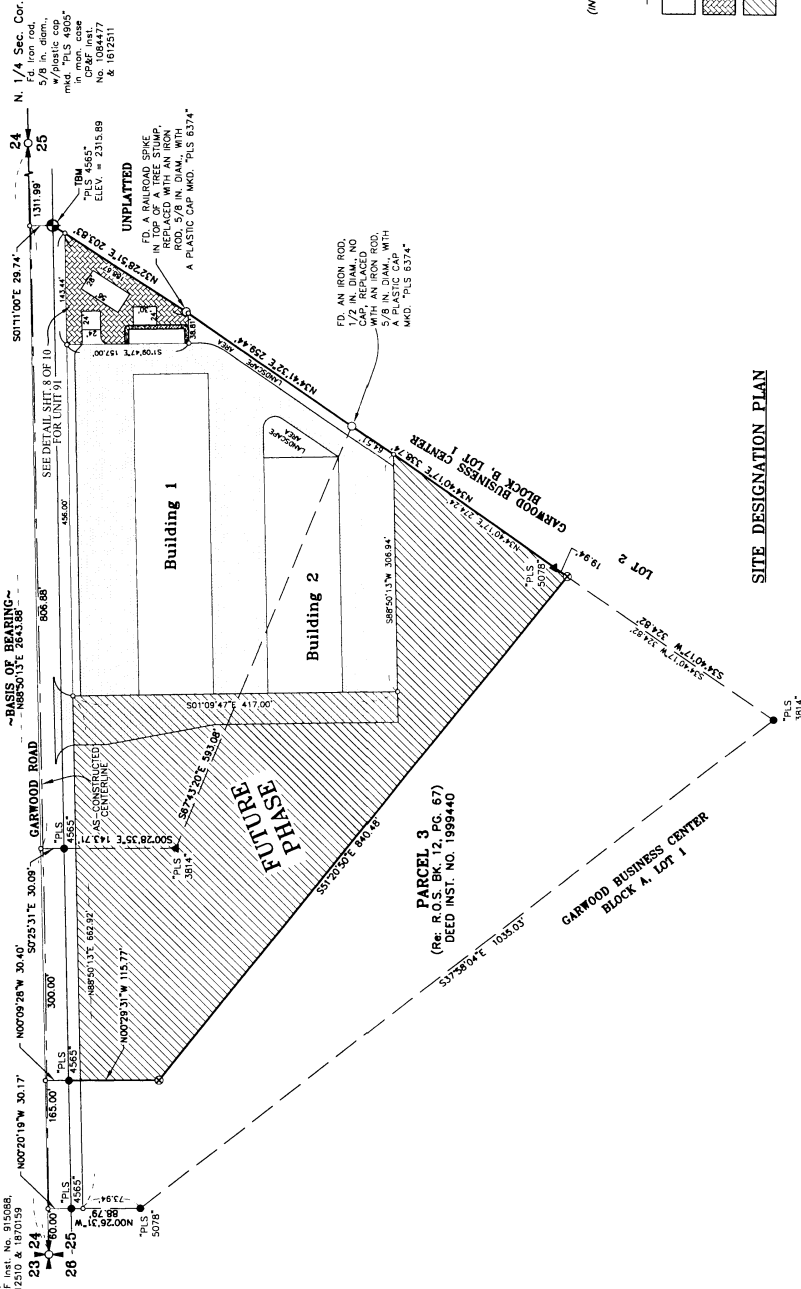
A PART OF THE N 1/2 NW 1/4,
 SEC. 25, T.52N., R.4W., B.M.,
 KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
 No. _____

2017071



Sec. Cor. 2
 E.L. of monument
 diam. in monument box
 C&P Inst. No. 915088,
 167510 & 1670159



EASEMENTS -
 See Sheets 1 & 2 of 10

EASEMENT REFERENCES -
 See Sheets 1 & 2 of 10

DEED REFERENCES -
 See Sheets 1 & 2 of 10

AMENDMENT NOTE
 SHEETS 1, 2 AND 5 OF THE ORIGINAL PLAT OF "HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS" ON FILE IN BOOK J AT PAGE 102 - 103, BEING AMENDED TO REPEAL PARCEL 3 WHICH WILL NOT BE PART OF ANY FUTURE PHASE.

LEGEND

- FOUND AN IRON ROD, 5/8 IN. DIAMETER, WITH PLASTIC CAP, MARKED AS SHOWN
- ▲ FOUND AN IRON ROD, 1/2 IN. DIAMETER, WITH PLASTIC CAP, MARKED AS SHOWN, EXCEPT AS NOTED
- ⊗ FOUND AN IRON ROD, 3/8 IN. LONG, 5/8 IN. DIAMETER, WITH A PLASTIC CAP MARKED "PLS 832"
- SET AN IRON ROD, 3/8 IN. LONG, 5/8 IN. DIAMETER, WITH A PLASTIC CAP MARKED "PLS 834"
- MEASUREMENT POINT/CALCULATED POINT (NOTHING FOUND OR SET)
- (9) SURVEYS OF RECORD AND PRIOR SURVEYS
- (INST. NO. 1224) INSTRUMENT NUMBER
- T.B.M. TEMPORARY BENCHMARK - AN IRON ROD, 2/8 IN. DIAMETER, WITH A PLASTIC CAP MARKED "PLS 4555"
- CENTERLINE GARWOOD ROAD (AS CONSTRUCTED)
- ▨ DENOTES ASPHALT
- ▨ DENOTES UNIT 01 - LIMITED COMMON AREA WITH MOBILE PAD, GARAGE, PARKING AND OFFICE
- ▨ DENOTES FUTURE PHASE
- OTHERS AS NOTED

SITE DESIGNATION PLAN



Scott M. Rasdor
 SCOTT M. RASDOR, PLS 6374 DATE _____

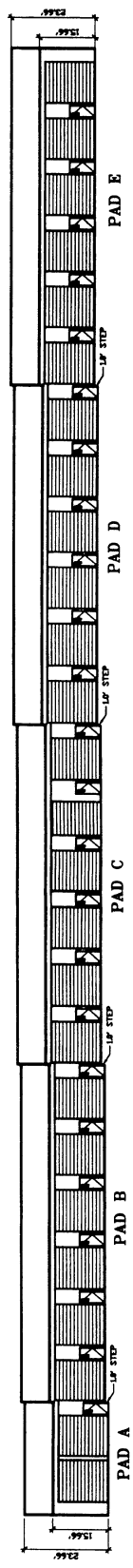
 MECKEL ENGINEERING & SURVEYING <small>3008 N. SPOKANE WAY, COEUR D'ALENE, IDAHO 83815 (208)657-6838 FAX (208)684-1347</small>	USGS NAD 83 NAD 83 STATE FILE: WFO033277AMEND.CP CREW: CVT & DEG	SCALE: 1" = 100' DATE: DEC. 29, 2005 DRAWN: JMH CHECKED: <i>JMH</i>	SHEET 5 OF 10
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HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS

A PART OF THE N 1/2 NW 1/4,
SEC. 25, T.52N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

BOOK J PAGE 10A-E
NO. 1913335

2017071



FRONT ELEVATION

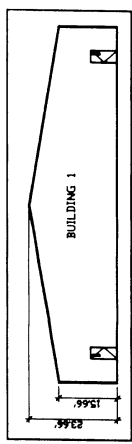
Building 1

UNIT	FLOOR	CEILING	FLOOR	UNIT FLOOR	UNIT	PAD	BUILDING
UNIT 127	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	127	Pad A	Building 1
UNIT 128	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	128	Pad A	Building 1
UNIT 129	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	129	Pad A	Building 1
UNIT 130	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	130	Pad A	Building 1
UNIT 131	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	131	Pad A	Building 1
UNIT 132	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	132	Pad A	Building 1
UNIT 133	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	133	Pad A	Building 1
UNIT 134	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	134	Pad A	Building 1
UNIT 135	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	135	Pad A	Building 1
UNIT 136	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	136	Pad A	Building 1
UNIT 137	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	137	Pad A	Building 1
UNIT 138	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	138	Pad A	Building 1
UNIT 139	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	139	Pad A	Building 1
UNIT 140	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	140	Pad A	Building 1
UNIT 141	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	141	Pad A	Building 1
UNIT 142	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	142	Pad A	Building 1
UNIT 143	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	143	Pad A	Building 1
UNIT 144	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	144	Pad A	Building 1
UNIT 145	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	145	Pad A	Building 1
UNIT 146	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	146	Pad A	Building 1
UNIT 147	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	147	Pad A	Building 1
UNIT 148	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	148	Pad A	Building 1
UNIT 149	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	149	Pad A	Building 1
UNIT 150	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	150	Pad A	Building 1
UNIT 151	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	151	Pad A	Building 1
UNIT 152	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	152	Pad A	Building 1
UNIT 153	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	153	Pad A	Building 1
UNIT 154	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	154	Pad A	Building 1
UNIT 155	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	155	Pad A	Building 1
UNIT 156	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	156	Pad A	Building 1
UNIT 157	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	157	Pad A	Building 1
UNIT 158	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	158	Pad A	Building 1
UNIT 159	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	159	Pad A	Building 1
UNIT 160	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	160	Pad A	Building 1
UNIT 161	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	161	Pad A	Building 1
UNIT 162	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	162	Pad A	Building 1
UNIT 163	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	163	Pad A	Building 1
UNIT 164	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	164	Pad A	Building 1
UNIT 165	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	165	Pad A	Building 1
UNIT 166	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	166	Pad A	Building 1
UNIT 167	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	167	Pad A	Building 1
UNIT 168	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	168	Pad A	Building 1
UNIT 169	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	169	Pad A	Building 1
UNIT 170	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	170	Pad A	Building 1
UNIT 171	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	171	Pad A	Building 1
UNIT 172	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	172	Pad A	Building 1
UNIT 173	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	173	Pad A	Building 1
UNIT 174	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	174	Pad A	Building 1
UNIT 175	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	175	Pad A	Building 1
UNIT 176	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	176	Pad A	Building 1
UNIT 177	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	177	Pad A	Building 1
UNIT 178	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	178	Pad A	Building 1
UNIT 179	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	179	Pad A	Building 1
UNIT 180	15'0" (Ground)	15'0" (Ground)	2069.70	71 Sq. Ft. (Optional)	180	Pad A	Building 1

PLAN VIEW

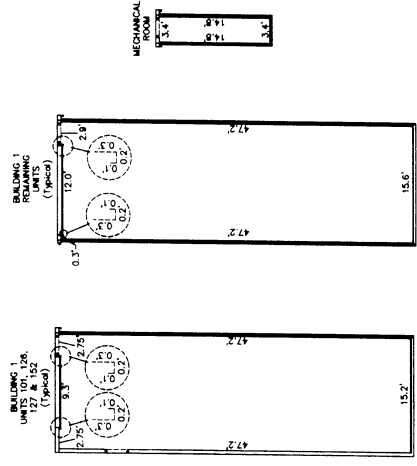
BUILDING	PAD	UNIT	UNIT FLOOR	FLOOR ELEVATION	CEILING ELEVATION	Underside Inseam in Common Area
Building 1	Pad A	127 & 128	71 Sq. Ft. (Optional)	2069.70	See Details	191
		129 & 130	71 Sq. Ft. (Optional)	2069.70	See Details	191
		131 & 132	71 Sq. Ft. (Optional)	2069.70	See Details	191
		133 & 134	71 Sq. Ft. (Optional)	2069.70	See Details	191
Building 1	Pad B	107 - 112	68 Sq. Ft.	211.70	See Details	191
		113 - 118	73 Sq. Ft. (Optional)	211.70	See Details	191
Building 1	Pad C	101 & 102	71 Sq. Ft. (Optional)	211.70	See Details	191
		103 & 104	71 Sq. Ft. (Optional)	211.70	See Details	191
Building 1	Pad D	105 & 106	71 Sq. Ft. (Optional)	211.70	See Details	191
		107 & 108	71 Sq. Ft. (Optional)	211.70	See Details	191
Building 1	Pad E	109 & 110	71 Sq. Ft. (Optional)	211.70	See Details	191
		111 & 112	71 Sq. Ft. (Optional)	211.70	See Details	191

* Building 1 - Mechanical Room - 48 Sq. Ft.
 ** Building 1 - Pad A - Units 126 & 127 are 711 Sq. Ft. due to the thickness of corner wall.
 *** Building 1 - Pad A - Units 128 & 129 are 711 Sq. Ft. due to the thickness of corner wall.
 **** Building 1 - Pad A - Units 130 & 131 are 711 Sq. Ft. due to the thickness of corner wall.
 ***** Building 1 - Pad A - Units 132 & 133 are 711 Sq. Ft. due to the thickness of corner wall.
 ***** SEE SHEET 8 OF 10 FOR INDIVIDUAL UNIT AREAS.



SIDE ELEVATION

REBAR MARKS: ALL REBAR NO. 5/8 DIAMETER WITH A PLASTIC CAP MARKED
 REBAR MARKS SET ON THE NORTH-EAST CORNER OF THE SITE.
 ELEV. = 2313.80
 NOTE:
 SEE SHEET 9 OF 10 FOR SECTION DETAILS.



Scott W. Masor
 DATE 11/2/04
 SCOTT W. MASOR, PLS 8374

SHEET 8 OF 10

MECKEL ENGINEERING & SURVEYING
 JAMES A. SCHMIDT, INC. OWNER 7141 E. 10TH AVENUE, SUITE 100, BOZEMAN, MONTANA 59717

HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS
 SEC. 25, T.52N., R.4W., B.M.,
 KOOTENAI COUNTY, IDAHO

SCALE: 1" = 20'
 DATE: NOV. 2, 2004

DRAWN: SAQ & JMH
 CHECKED: [Signature]

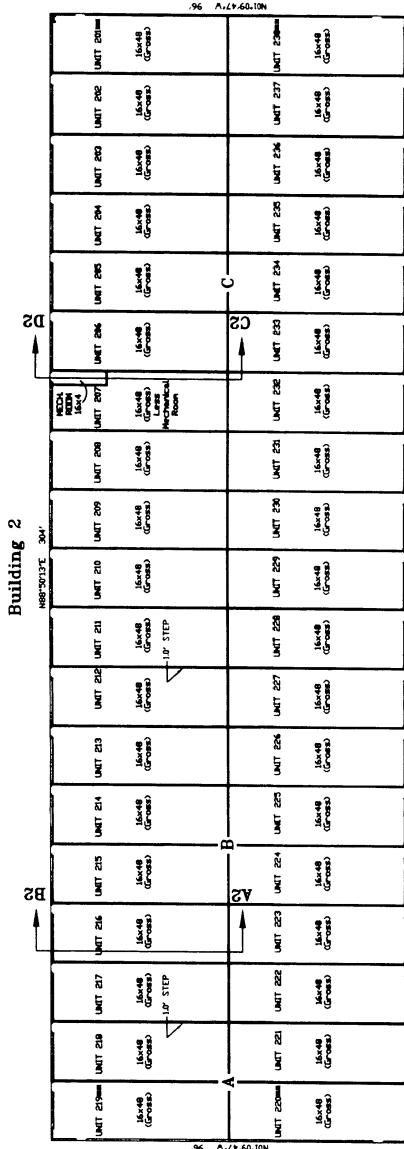
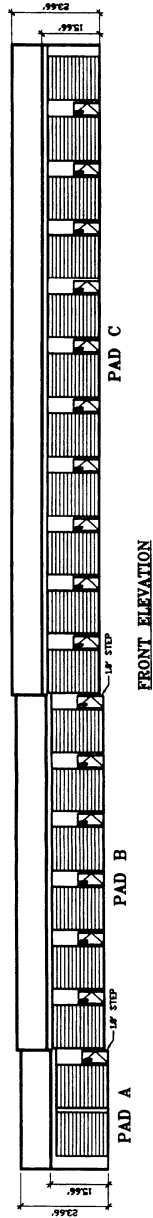
FOR USE ONLY
 DRAW FILE: HAYDENCONC.DWG
 CREDIT: CWF & DEG

HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS

A PART OF THE N 1/2 NW 1/4,
SEC. 25, T.52N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

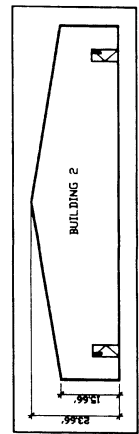
BOOK 0 PAGE 08-F
No. 1913335

2017071



BUILDING	PAD	UNIT	UNIT FLOOR AREA	FLOOR ELEVATION	CEILING ELEVATION	Undivided Interest in Common Area
Building 2	Pad A	219 & 220	718 Sq. Ft. (Typical)	2310.70	Varies	191
		218 & 221	733 Sq. Ft. (Typical)	2310.70	Varies	191
		212 - 217 & 218	733 Sq. Ft. (Typical)	2311.70	Varies	191
	Pad B	201 & 202	718 Sq. Ft. (Typical)	2312.70	Varies	191
		202 - 206	733 Sq. Ft. (Typical)	2312.70	Varies	191
		207 & 208	728 Sq. Ft. (Typical)	2312.70	Varies	191
	Pad C	207	683 Sq. Ft. (Typical)	2312.70	Varies	191
		208	683 Sq. Ft. (Typical)	2312.70	Varies	191
		209	683 Sq. Ft. (Typical)	2312.70	Varies	191

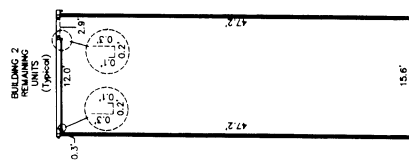
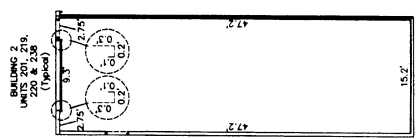
* Building 2 - Mechanical Rooms = 48 Sq. Ft.
 * Building 2 - Pad A - Units 219 & 220 = 718 Sq. Ft. and the thickness of concrete wall.
 * Building 2 - Pad B - Units 201 & 202 = 718 Sq. Ft. and the thickness of concrete wall.
 * Building 2 - Pad C - Units 207 & 208 = 728 Sq. Ft. and the thickness of concrete wall.
 * These undivided interests will be memorialized upon the recording of Phase II plat & declaration.
 * SEE SHEET 9 OF 10 FOR INDIVIDUAL UNIT AREAS.



SIDE ELEVATION

BENCHMARK: AN IRON ROD, 5/8\"/>

NOTE: SEE SHEET 9 OF 10 FOR SECTION DETAILS.



DATE: 11/21/17
 SOUTH M. HASSER, PLS 6374

SHEET 7 OF 10

HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS
 A PART OF THE N 1/2 NW 1/4,
 SEC. 25, T.52N., R.4W., B.M.,
 KOOTENAI COUNTY, IDAHO

MECKEL ENGINEERING & SURVEYING
 300 N. GARDNER AVE. COEUR D'ALENE, IDAHO 83814-1007
 MECKEL
 DESIGN: CHV & BGS

DATE: NOV. 2, 2004
 CHECKED: [Signature]
 DRAWN: SAQ & JAH
 JOB NO. 04.024
 DWG FILE: HOLA024COP.DWG

SCALE: 1" = 20'
 DATE: NOV. 2, 2004
 CHECKED: [Signature]
 DRAWN: SAQ & JAH
 JOB NO. 04.024
 DWG FILE: HOLA024COP.DWG

2017071

BOOK J PAGE 102-6
No. 1913335

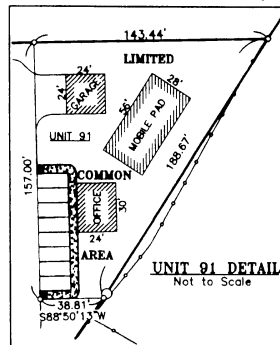
HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS

A PART OF THE N 1/2 NW 1/4,
SEC. 25, T.52N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

UNIT	BUILDING	PAD	UNIT FLOOR AREA	FLOOR ELEVATION	CEILING ELEVATION	Undivided Interest in Common Area
101**	* Building 1	Pad E	718 Sq. Ft. (Typical)	2309.70	Varies See Details	1/91
102		Pad E	733 Sq. Ft. (Typical)	2309.70	Varies See Details	1/91
103		Pad E	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
104		Pad E	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
105		Pad E	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
106		Pad E	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
107		Pad D	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
108		Pad D	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
109		Pad D	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
110		Pad D	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
111		Pad D	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
112		Pad D	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
113		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
114		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
115		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
116		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
117		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
118		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
119		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
120		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
121		Pad B	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91
122		Pad B	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91
123		Pad B	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91
124		Pad B	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91
125		Pad A	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91
126**		Pad A	718 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91
127**		Pad A	718 Sq. Ft. (Typical)	2309.70	Varies See Details	1/91
128		Pad A	733 Sq. Ft. (Typical)	2309.70	Varies See Details	1/91
129		Pad B	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
130		Pad B	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
131		Pad B	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
132		Pad B	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
133		Pad B	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
134		Pad B	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
135		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
136		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
137		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
138		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
139		Pad C	665 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
140		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
141		Pad D	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
142		Pad D	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
143		Pad D	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
144		Pad D	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
145		Pad D	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
146		Pad D	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
147		Pad E	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91
148		Pad E	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91
149		Pad E	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91
150		Pad E	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91
151		Pad E	733 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91
152**		Pad E	718 Sq. Ft. (Typical)	2313.70	Varies See Details	1/91

UNIT	BUILDING	PAD	UNIT FLOOR AREA	FLOOR ELEVATION	CEILING ELEVATION	Undivided Interest in Common Area
201**	* Building 2	Pad C	718 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
202		Pad C	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
203		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
204		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
205		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
206		Pad C	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
207		Pad C	665 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
208		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
209		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
210		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
211		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
212		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
213		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
214		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
215		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
216		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
217		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
218		Pad A	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
219**		Pad A	718 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
220**		Pad A	718 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
221		Pad A	733 Sq. Ft. (Typical)	2310.70	Varies See Details	1/91
222		Pad B	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
223		Pad B	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
224		Pad B	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
225		Pad B	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
226		Pad B	733 Sq. Ft. (Typical)	2311.70	Varies See Details	1/91
227		Pad B	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
228		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
229		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
230		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
231		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
232		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
233		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
234		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
235		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
236		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
237		Pad C	733 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91
238**		Pad C	718 Sq. Ft. (Typical)	2312.70	Varies See Details	1/91

*Building 2-Mechanical Room = 48 Sq. Ft.
**Building 2- Pad A - Units 219 & 220 are 718 Sq. Ft. due to the thickness of outer wall.
**Building 2- Pad C - Units 201 & 238 are 718 Sq. Ft. due to the thickness of outer wall.
*These undivided interests will be amended upon the recording of Phase II plat & declaration.



Book J Page 102-6
1913335



Scott M. Rasor 11/2/09
SCOTT M. RASOR, PLS 6374 DATE

SHEET 8 OF 10

SCALE: NONE DRAWN: SAQ & JAH JOB NO: 04-024 DWG FILE: H042024CP.DWG DATE: NOV. 2, 2004 CHECKED: [Signature] CREW: CVF & DEG



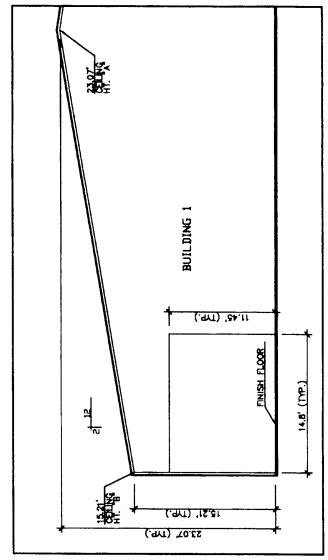
MECKEL ENGINEERING & SURVEYING
3008 N. SCHUBERT HWY, COEUR D'ALENE, IDAHO, 83413 (208)477-4638 FAX: (208)477-4347

HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS
A PART OF THE N 1/4 NW 1/4,
SEC. 25, T.52N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

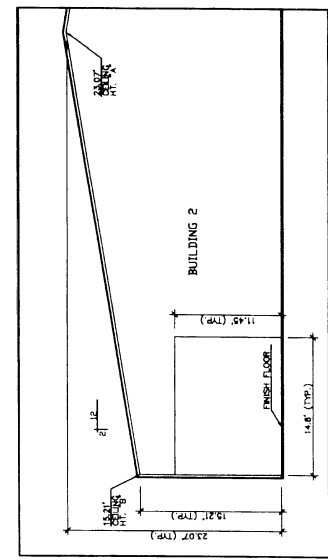
HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS

A PART OF THE N 1/2 NW 1/4,
 SEC. 25, T.52N., R.4W., B.M.,
 KOOTENAI COUNTY, IDAHO

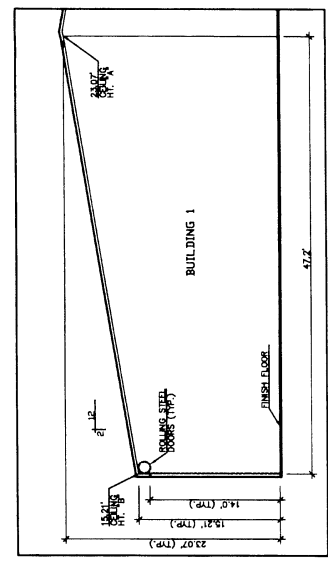
2017071



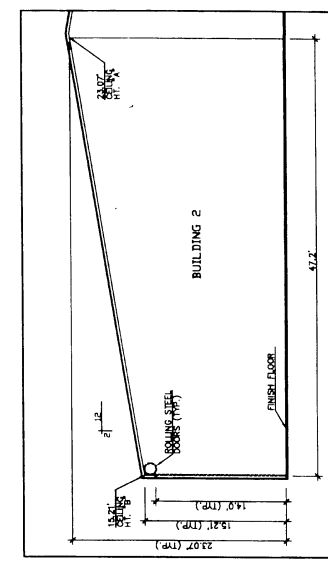
SECTION DETAIL C1-D1
 NOT TO SCALE



SECTION DETAIL C2-D2
 NOT TO SCALE



SECTION DETAIL A1-B1
 NOT TO SCALE



SECTION DETAIL A2-B2
 NOT TO SCALE



Scott M. Rason
 SCOTT M. RASON, P.L.S. 6374 DATE

HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS
 A PART OF THE N 1/4 NW 1/4,
 SEC. 25, T.52N., R.4W., B.M.,
 KOOTENAI COUNTY, IDAHO

MECKEL ENGINEERING
 MECKEL, RASSON & COMPANY INC.
 200 S. MAIN ST. SUITE 100
 COEUR D'ALENE, IDAHO 83814

JOB NO. 04224
 DWG FILE: HLD04224P.DWG
 CHECK: DVF & DEG

DRAWN: SQU & JAH
 CHECKED: *MM*

SCALE: NONE
 DATE: NOV. 2, 2004

1	2	3	4	5	6	7	8	9	10
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HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS

A PART OF THE N 1/2 NW 1/4,
SEC. 25, T.52N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

BOOK 0 PAGE 102-I
NO. 1913335

2017071

OWNER'S CERTIFICATE

I KNOW ALL MEN BY THESE PRESENTS THAT WATERFORD PARK HOMES, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT IS THE RECORD OWNER AND HAS THE RIGHT TO RECORD THIS INSTRUMENT IN KOOTENAI COUNTY, IDAHO. THE INSTRUMENT IS NOT SUBJECT TO ANY OTHER UNRECORDED INTERESTS AND IS NOT BEING RECORDED IN A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 52 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, STATE OF IDAHO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER TO SECTIONS 23, 24, 25 AND 26, MONUMENTED WITH AN IRON PIPE, 2 INCHES DIAMETER IN A MONUMENT CASE, ACCORDING TO THE CORNER REPERCUSSION AND PLUMB RECORD, RECORDED AS INSTRUMENT NUMBER 1870158, FROM WHICH THE 1/4 SECTION CORNER, COMMON TO SECTIONS 24 AND 25, BEARS NORTH 89°50'15" WEST, A DISTANCE OF 204.44 FEET TO A PLASTIC CAP MARKED "PLS 6374" IN A MONUMENT CASE, ACCORDING TO THE CORNER REPERCUSSION AND PLUMB RECORD RECORDED AS INSTRUMENT NUMBER 1812511;

THENCE NORTH 89°50'15" EAST, A DISTANCE OF 60.00 FEET ALONG THE NORTH LINE OF SAID SECTION 25 TO THE CORNER OF BEGINNING;

THENCE CONTINUING NORTH 89°50'15" EAST, A DISTANCE OF 1271.58 FEET ALONG THE NORTH LINE OF SAID SECTION 25;

THENCE SOUTH 01°10'07" EAST, A DISTANCE OF 24.74 FEET (OF RECORD AS SOUTH 01°09'47" EAST, A DISTANCE OF 30.00 FEET) TO AN IRON ROD, 5/8" DIAMETER, WITH A PLASTIC CAP MARKED "PLS 4985";

THENCE SOUTH 32°28'31" WEST, A DISTANCE OF 203.63 FEET (OF RECORD AS SOUTH 32°31'01" WEST, A DISTANCE OF 203.63 FEET) ALONG THE SOUTHEASTERLY LINE OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN THE DEED RECORDED AS INSTRUMENT NO. 1314383 TO AN IRON ROD, 3/8" DIAMETER, WITH A PLASTIC CAP MARKED "PLS 6374"; SET TO BEASURE A PERPENDICULAR SPUR, IN 10' OF RECORD AS INSTRUMENT NO. 1314383, SOUTH 34°11'32" WEST, A DISTANCE OF 204.44 FEET TO A PLASTIC CAP MARKED "PLS 6374" SET TO BEASURE AN EXISTING IRON ROD, 1/2" DIAMETER, WITH NO CAP;

THENCE SOUTH 34°40'17" WEST, A DISTANCE OF 338.74 FEET (OF RECORD AS SOUTH 34°41'28" WEST, A DISTANCE OF 338.68 FEET) ALONG THE SOUTHEASTERLY LINE OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN THE DEED RECORDED AS INSTRUMENT NO. 1283241 TO AN IRON ROD, 5/8" DIAMETER, WITH A PLASTIC CAP MARKED "PLS 6374";

THENCE SOUTH 34°40'17" WEST, A DISTANCE OF 324.82 FEET (OF RECORD AS SOUTH 34°41'28" WEST, A DISTANCE OF 324.83 FEET) ALONG THE SOUTHEASTERLY LINE OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN THE DEED RECORDED AS INSTRUMENT NO. 1283241 TO AN IRON ROD, 5/8" DIAMETER, WITH A PLASTIC CAP MARKED "PLS 6374";

THENCE SOUTH 70°50'47" WEST, A DISTANCE OF 1035.03 FEET (OF RECORD AS NORTH 70°50'47" WEST, A DISTANCE OF 1034.95 FEET) ALONG THE SOUTHWESTERLY LINE OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN THE DEED RECORDED AS INSTRUMENT NO. 1283241 TO AN IRON ROD, 5/8" DIAMETER, WITH A PLASTIC CAP MARKED "PLS 6374";

THENCE NORTH 02°51'31" WEST, A DISTANCE OF 88.70 FEET (OF RECORD AS NORTH 02°51'31" WEST, A DISTANCE OF 88.77 FEET) TO AN IRON ROD, 5/8" DIAMETER, WITH A PLASTIC CAP MARKED "PLS 4985"; ON THE SOUTH RIGHT-OF-WAY LINE OF CARWOOD ROAD;

THENCE NORTH 07°01'19" WEST, A DISTANCE OF 30.17 FEET (OF RECORD AS NORTH 07°01'37" WEST, 30.00 FEET) TO THE CORNER OF BEGINNING, CONTAINING 15,000 ACRES OF LAND, MORE OR LESS;

SUBJECT TO:

ANY EASEMENTS GRANTED TO LAKES HIGHWAY DISTRICT FOR CARWOOD ROAD ALONG THE NORTH 45.00 FEET AND TO ALL OTHER RIGHTS-OF-WAY, EASEMENTS, COVENANTS, CONDITIONS, RIGHTS, RESERVATIONS, RESTRICTIONS OR ENCUMBRANCES OF RECORD ON IN VENUE;

EASEMENTS, AS SHOWN, ARE RESERVED FOR THE RIGHT AND USE AND PURPOSE SET FORTH AND NO STRUCTURES OTHER THAN THOSE FOR SUCH PURPOSES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS;

DOMESTIC WATER WILL BE PROVIDED TO THE PROJECT BY THE BAR CIRCLE "S" RANCH WATER SYSTEM.

SANITARY SEWER WILL BE BY A SEPTIC TANK & DRAINFIELD SYSTEM FOR UNIT R1 ACCORDING TO PERMIT NO. SP 04-26-11283.

IN WITNESS WHEREOF, ON THIS 15th DAY OF November, 2004, I, THE UNDERSIGNED MANAGER/MEMBER HAVE AFFIXED MY SIGNATURE.

BY: Robert T. Hollan
MANAGER/MEMBER

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF KOOTENAI

ON THIS 15th DAY OF November, 2004, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF KOOTENAI, IDAHO, ROBERT T. HOLLAN, MANAGER/MEMBER OF WATERFORD PARK HOMES, LLC, AN IDAHO LIMITED LIABILITY COMPANY, THE COMPANY THAT EXECUTED THE WITHIN OWNERS CERTIFICATE, AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED IT AS SUCH.

WITNESSES MY HAND AND SEAL OF OFFICE AT Waterford Park Homes, LLC
RESIDING AT 1125/108

COMMISSION EXPIRES 7/15/08

DATE

NOTARY PUBLIC
STATE OF IDAHO
SHIRLEY SMITH

SCALE: NONE
DRAWN: SAQ & JMH
DATE: NOV. 2, 2004
CHECKED: JMH

JOB NO. 04-0424
DWG FILE: H040424CP.DWG
CREW: CVF & DEG

VICINITY MAP
NOT TO SCALE

MECKEL ENGINEERING
300 S. GARDNER BLVD., SUITE 101, LAKE WAUWATAMAN, WI 53096-1407

KOOTENAI COUNTY BOARD OF COMMISSIONERS
THIS PLAN HAS BEEN APPROVED BY THE COUNTY COMMISSIONERS OF KOOTENAI COUNTY, IDAHO AND IS HEREBY ACCEPTED FOR FILING, DATED THIS 15th DAY OF November, 2004.

Robert T. Hollan
CHAIRMAN, BOARD OF COMMISSIONERS
KOOTENAI COUNTY, IDAHO

PANHANDLE HEALTH DISTRICT

A SANITARY RESTRICTION ACCORDING TO IDAHO CODE 50-1329 IS IMPOSED ON THIS PLAT. NO BUILDING, DWELLING, OR SHELTER SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

THIS PLAT APPROVED THIS 15th DAY OF November, 2004.

Ed Kite
PANHANDLE HEALTH DISTRICT 1

SANITARY RESTRICTIONS SATISFIED AND LIFTED THIS 15th DAY OF November, 2004.

COUNTY SURVEYOR

I HEREBY CERTIFY THAT ON THIS 15th DAY OF November, 2004, THAT THE REQUIRED TAXES ON THIS PLAT AND THAT THE ACCURACY THEREOF COMPLIES WITH THE REQUIREMENTS OF IDAHO STATE CODE.

Robert T. Hollan
KOOTENAI COUNTY SURVEYOR

COUNTY TREASURER

I HEREBY CERTIFY THIS 15th DAY OF November, 2004, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH 11/15/04.

Robert T. Hollan
KOOTENAI COUNTY TREASURER

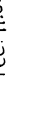
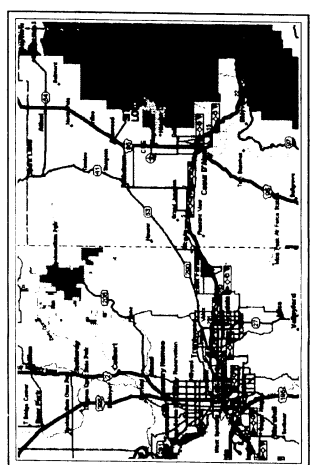
COUNTY RECORDER

I HEREBY CERTIFY THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF THIS 15th DAY OF November, 2004, AT 10:04 P.M., AND DULY RECORDED IN PLAT BOOK 3, PAGE 102-I, INSTRUMENT NO. 1913335.

Robert T. Hollan
KOOTENAI COUNTY RECORDER

Waterford Park Homes, LLC
Fee: 11.00

102-D
102-E
102-F
102-G
102-H
102-I



DATE: 11/15/04

DATE

DATE

DATE

DATE

DATE

DATE

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DATE

SHEET 10 OF 10

HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS
A PART OF THE N 1/4 NW 1/4,
SEC. 25, T.52N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

AGREEMENT
ASSIGNING DECLARANT RIGHTS
(HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS)

This Agreement is entered into this 14 day of April, 2010, between WATERFORD PARK HOMES, LLC, an Idaho limited liability company, as Assignor, and GARWOOD ENTERPRISES, LLC, an Idaho limited liability company, as Assignee. Assignor and Assignee also collectively referred to as the Parties.

RECITALS:

- A. Assignor is the Declarant named in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS, recorded in the records of Kootenai County, Idaho at instrument number 1913334, (hereinafter "Hayden Lake Executive" and/or the "Project")
- B. Assignor, as Declarant of Hayden Lake Executive, has reserved and is entitled to certain rights, privileges and property ownership in connection with the Project, including but not limited to rights to construct and sell additional units on the Project.
- C. Assignor wishes to transfer to Assignee all of Assignor's rights, privileges, property ownership and interests provided to and reserved for Declarant in Hayden Lake Executive, and Assignee desires to acquire the same, on the terms and conditions stated herein.
- D. The Parties desire that Assignor remain liable for all claims accruing against Declarant of the Project up to execution of this Agreement and that Assignee become liable for all claims accruing after execution of this Agreement.

NOW THEREFORE, in consideration of \$60,000.00 and other good and valuable consideration, the Parties agree as follows:

1. The Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor's rights, title, privileges, property ownership and interest contained in or provided by Hayden Lake Executive to and for the Declarant.
2. The Assignor hereby confirms and agrees that Assignor shall remain and continue to be liable for all claims accruing against Declarant for actions or inactions of Declarant of the Project up to execution of this Agreement, including but not limited to all construction and improvement activities, any and all governmental compliance requirements, financial and operational duties, etc., and agrees to indemnify the Assignee against any costs or damages incurred for same.
3. The Assignee hereby confirms and agrees that Assignee shall be liable for all claims accruing against Declarant for actions or inactions of Declarant of the Project

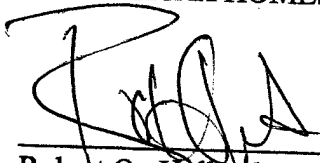
which may pertain to any new construction, development, or operations having to do with such new construction or development after the date of execution of this Agreement, and agrees to indemnify the Assignor against any costs or damages incurred on account of same.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

“Assignor”

WATERFORD PARK HOMES, LLC

By:



Robert O. Holland
Managing member

“Assignee”

GARWOOD ENTERPRISES, LLC

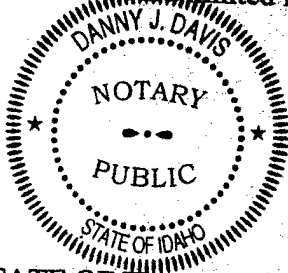
By:

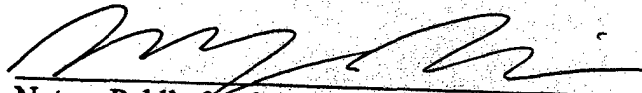


Carol Johnson, Managing Member

STATE OF Idaho)
) ss.
County of Kootenai)

On this 14 day of April 2010, before me, a Notary Public, for the State of Idaho personally appeared, Robert O. Holland, who first being duly sworn, declared that he is the Managing Member of Waterford Park Homes, L.L.C. and the person who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

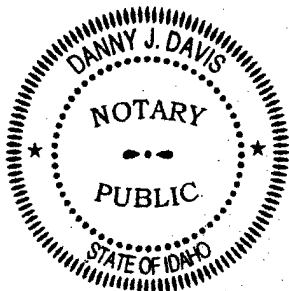




Notary Public for the State of Idaho
Commission Expires: August 31, 2015

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 13 day of April, 2010, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared Carol Johnson, who first being duly sworn, declared that she is the Managing Member of Garwood Enterprises, L.L.C. and the person who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that she executed the same in said limited liability company's name.

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




Notary Public in and for the State of Idaho
My Commission Expires: August 31, 2015

s:\files\Wholland 2002015.0003 hayden area\hayden lake executive rv and boat condos\agreement assigning declarant's rights 4-9-10.doc

Sale of Declarant Rights of the
Hayden Lake Executive RV & Boat Condominiums

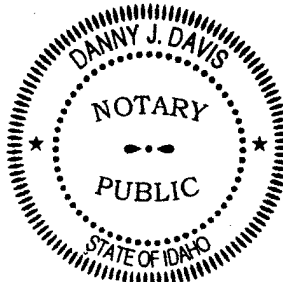
Seller's Closing Statement
(as of April 14, 2010)

	<u>Charges</u>	<u>Credits</u>
Purchase Price		\$ 169,000
Recording Costs & Expenses	\$ 0	
Real Estate Commissions	\$ 10,000	
Promissory Note from Buyer	\$ 100,000	
Interest Due	\$ 9,000	
	<hr/>	<hr/>
	<u>\$ 119,000</u>	<u>\$ 169,000</u>
Total Due to SELLER at Closing		<u>\$ 50,000</u>

WATERFORD PARK HOMES, LLC




By: Bob Holland
Its: President



Buyer's Initials _____

Subscribed and sworn to before me in my Presence, this 14th day of April, 2010, a Notary Public in and for the County of Kootenai State of Idaho


(Signature) Notary Public

My commission expires August 31, 2015

Sale of Declarant Rights of the
Hayden Lake Executive RV & Boat Condominiums

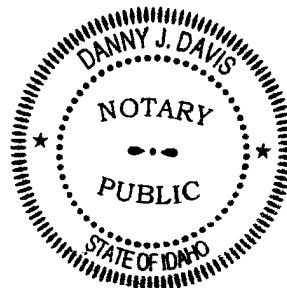
Buyer's Closing Statement
(as of April 14, 2010)

	<u>Charges</u>	<u>Credits</u>
Purchase Price	\$ 169,000	
Recording Costs & Expenses	\$ 1,000	
Real Estate Commissions	\$ 0	
Promissory Note from Buyer		\$ 100,000
Interest Due		\$ 9,000
	<hr/>	<hr/>
	<u>\$ 170,000</u>	<u>\$ 109,000</u>
Total Due from BUYER at Closing		<u>\$ 61,000</u>

GARWOOD ENTERPRISES, LLC

Carol Johnson

By: Carol Johnson
Its: President




Seller's Initials _____

Subscribed and sworn to before me in my Presence, this
14th day of April, 2010, a Notary Public in and for the
County of Kootenai State of Idaho

[Signature]

(Signature) Notary Public

My commission expires August 31, 2015

<p>RECORDED AT THE REQUEST OF: <i>(Please Return a Copy to:)</i></p> <p>Brent G. Schlotthauer Vasseur & Schlotthauer, PLLC PO Box 808 Coeur d' Alene, Idaho 83816-0808</p>	<p>JIM BRANNON 3 P 2569081000 KOOTENAI COUNTY RECORDER CMK Date 10/27/2016 11:48 AM REQ OF VASSEUR AND SCHLOTTHAUER</p> <p>RECORDING FEE: \$16.00 SC</p>  <p><i>(This Space for Recorder's Use Only)</i></p>
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**NOTICE OF
2016
AMENDMENT TO
CONDOMINIUM DECLARATION AND CONDOMINIUM PLAT
OF
HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS**

Notice is hereby given that the Declaration of Covenants, Conditions and Restrictions for the Hayden Lake Executive RV & Boat Condominiums (herein the "CC&Rs") are amended in the manner set forth herein.

WHEREAS, the CC&Rs were previously recorded with the Kootenai County Recorder on November 17, 2004 as Instrument No. 1913334;

WHEREAS, the CC&Rs were subsequently amended on or about February 23, 2006 and a notice of amendment was recorded on or about February 24, 2006 as Kootenai County Instrument No. 2015316;

WHEREAS, the CC&Rs were subsequently amended on or about November 19, 2013 and a notice of amendment was recorded on or about November 19, 2013 as Kootenai County Instrument No. 2437269000;

WHEREAS, the Bylaws of the Hayden Lake Executive RV & Boat Condo Owner's Association, Inc. (herein the "Corporation") are attached to the CC&Rs as Exhibit "C" thereto;

WHEREAS, the Bylaws of the Association, at Article V thereof, provide that the affairs of the Corporation shall be initially managed by a Board of three (3) Directors, but may be converted to a larger number if so decided by the Board;

WHEREAS, the Corporation's Board of Directors, met on August 23, 2016, and by the affirmative vote of a majority of the Directors decided to recommend an amendment to the Corporation's Bylaws whereby the Board of Directors would be decreased to seven (7) directors to serve with equal staggered terms; and

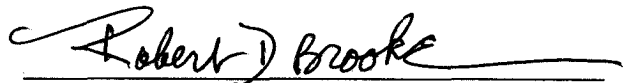
WHEREAS; the Members of the Corporation met on September 29, 2016, and by the affirmative vote of a majority of the Members present, accepted the Board of Director's recommendation and approved an amendment to the Corporation's Bylaws whereby the Board of Directors shall be decreased to seven (7) directors to serve with equal staggered terms; **NOW THEREFORE**;

IT IS RESOLVED THAT, Article V (*Board of Directors*), Section 5.1 (*Terms of Directors*), of the Exhibit "C" Bylaws shall be deleted in its entirety and is hereby completely amended and restated as follows:

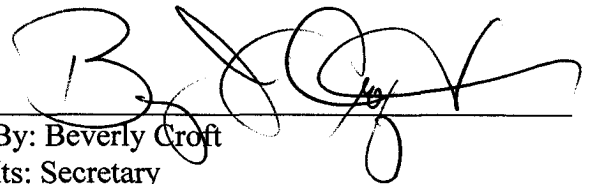
5.1 Terms of Directors. The Board of Directors shall consist of seven (7) directors. The directors shall hold office for a term of three (3) years or until their successors are duly elected and qualified. Directors shall serve staggered terms so as to elect an equal number of Directors each year. All Directors must be members of the Association.

DATED this 21ST day of October, 2016.

**HAYDEN LAKE EXECUTIVE RV & BOAT
CONDO OWNERS' ASSOCIATION, INC.**



By: Bob Brooke
Its: President



By: Beverly Croft
Its: Secretary

STATE OF IDAHO)

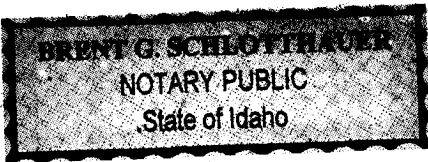
ss.

County of Kootenai)

On this 21st day of October, 2016, before me personally appeared **BOB BROOKE**, who by me being personally sworn, declared that he is the President of **HAYDEN LAKE EXECUTIVE RV & BOAT CONDO OWNERS' ASSOCIATION, INC.**, and that he signed the foregoing document in such duly authorized capacity as President, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.

(SEAL)



Notary Public in and for the State of Idaho

Residing At: CDA-ID

My Commission Expires: 01/06/18

STATE OF IDAHO)

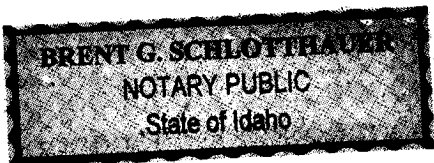
ss.

County of Kootenai)

On this 21st day of October, 2016, before me personally appeared **BEVERLY CROFT** who by me being personally sworn, declared that she is the Secretary of **HAYDEN LAKE EXECUTIVE RV & BOAT CONDO OWNERS' ASSOCIATION, INC.**, and that she signed the foregoing document in such duly authorized capacity as Secretary, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.

(SEAL)



Notary Public in and for the State of Idaho

Residing At: CDA-ID

My Commission Expires: 01/06/18

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STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
~~WETZEL & WETZEL, PLLC~~

2006 FEB 24 A 10: 01

DANIEL J. ENGLISH *DB*

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**NOTICE OF
2006
AMENDMENT TO
CONDOMINIUM DECLARATION AND CONDOMINIUM PLAT
OF
HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS
TO ADD INADVERTENTLY OMITTED
ADDRESS, ARTICLES, AND BYLAWS**

On this *23rd* day of *February*, 2006, notice is hereby given that the Owners of condominium units of Hayden Lake Executive RV & Boat Condominiums and members of the Hayden Lake Executive RV & Boat Condo Owners' Association, Inc., hereinafter referred to as ("Condominium Owners") amended the Condominium Declaration and Condominium Plat as described herein.

RECITALS:

A. There exists a recorded Condominium Declaration, recorded in the County of Kootenai, State of Idaho, as Instrument No. 1913334 ("Declaration").

B. There exists Plat for Hayden Lake Executive RV & Boat Condominiums, recorded in the County of Kootenai, State of Idaho, on Page 102 in Book J of Plats as Instrument No. 1913335 ("Plat").

C. Section 14.22 of the Condominium Declaration states in part:

[T]he Declaration, including the Plat, may be amended only by a vote of the Condominium Storage Unit Owners to which at least a majority of the votes in the Association are allocated ... Any amendment adopted by the Condominium Storage Unit Owners shall be signed by the President or vice-president of the Association and shall be recorded. Any such amendment shall certify that the amendment has been approved.

D. The Declaration recorded, erroneously lacked the address for the Association and the Articles of Incorporation and Bylaws respectively referred to in the Declaration as Exhibits "B" and "C".

NOW THEREFORE, the Condominium Owners, in accordance with Section 14.22 of Condominium Declaration, amended the Condominium Declaration and Condominium Plat by a vote of the owners of storage unit condominiums. The owners, by a vote of *65* in favor and *0* opposed at a meeting duly noticed and held on February 23, 2006, adopted the following amendment:

1. First Amendment: Section 14.27 regarding Notices is hereby amended as follows:

14.27 Notices:

Any notice to be given to an Owner or the Association under the provisions of this Declaration shall be in writing. Notices to Association shall be sent to:

Hayden Lake Executive RV & Boat Condo Owners' Association
374 W Garwood Rd.
Rathdrum, ID 83835

Any Notice to an Owner shall be mailed to the address of their storage shed.


2. Second Amendment: The Condominium Declaration, recorded in the records of Kootenai County, as Instrument No. 1913334 at shall be amended to include the Articles of Incorporation of Hayden Executive RV & Boat Condo Owners' Association, Inc., attached hereto and incorporated herein and in the Declaration as **Exhibit "B"**.

3. Third Amendment: The Condominium Declaration, recorded in the records of Kootenai County, as Instrument No. 1913334, shall be amended to include the Bylaws of Hayden Executive RV & Boat Condo Owners' Association, Inc., attached hereto and incorporated herein and in the Declaration as **Exhibit "C"**.

DATED this 23rd day of February, 2006.

Declarant:

"WATERFORD PARK HOMES, L.L.C."


By: Robert O. Holland, Managing Member

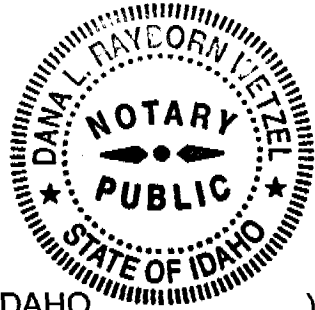
"HAYDEN LAKE EXECUTIVE RV & BOAT
CONDO OWNERS' ASSOCIATION, INC."


Robert O. Holland, President

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STATE OF IDAHO)
)ss
COUNTY OF KOOTENAI)

On this 23rd day of February 2006, before me, a Notary Public in and for said State, personally appeared Robert O. Holland, known or identified to me to be the Managing Member of Waterford Park Homes, L.L.C., that executed the within instrument on behalf of said company and acknowledged to me that such company executed the same.



[Signature]
NOTARY PUBLIC for the State of Idaho
My Commission Expires: 10/8/2010

STATE OF IDAHO)
)ss
COUNTY OF KOOTENAI)

On this 23rd day of February 2006, before me, a Notary Public in and for said State, personally appeared Robert O. Holland, known or identified to me to be the President of Hayden Lake Executive RV & Boat Owners' Association, Inc., that executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.



[Signature]
NOTARY PUBLIC for the State of Idaho
My Commission Expires: 10/8/2010

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FILED EFFECTIVE

ARTICLES OF INCORPORATION

OF

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SECRETARY OF STATE
STATE OF IDAHO

HAYDEN LAKE EXECUTIVE RV & BOAT CONDO OWNERS' ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS that STEVEN C. WETZEL, being over the age of eighteen years, and for the purposes of forming a corporation under the Idaho Nonprofit Corporation Act, hereby certify and adopt, in duplicate, the following Articles of Incorporation.

ARTICLE I
NAME

The name of the corporation (hereinafter called "the Corporation") is Hayden Lake Executive RV & Boat Condo Owners' Association, Inc.

ARTICLE II
NONPROFIT STATUS

The Corporation is a nonprofit corporation.

ARTICLE III
DURATION

The duration of the Corporation shall be perpetual.

ARTICLE IV
INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Corporation shall be 1322 Kathleen Ave., Suite 2, Coeur d'Alene, Idaho, 83815, and the name of its initial registered agent is: Steven C. Wetzel.

ARTICLE V
PURPOSES AND POWERS

The Corporation is not organized for profit and no part of gains or earnings shall inure to its members. The specific primary purposes for which it is organized shall provide for the acquisition, construction, management, operations, and administration of the Corporation.



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maintenance, repair, improvement, preservation, and architectural control of the HAYDEN LAKE EXECUTIVE RV & BOAT CONDO, in Kootenai County, Idaho, and to promote the health, safety and welfare of all property owners within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of the Corporation for such purposes, according to that certain Declaration of Condominium and Covenants, Conditions and Restrictions Hayden Lake Executive Rv & Boat Condo (the "Declaration") recorded or to be recorded with respect to said property in the office of the County Recorder of Kootenai County, Idaho. All definitions contained in the Declaration shall be applicable to these Articles and the Bylaws of this Corporation.

In furtherance of said purposes, and subject to the approval of members as required by law, the Declaration, or the Bylaws, the Corporation shall have power to:

- (a) Perform all of the duties and obligations of the Corporation as set forth in the Declaration;
- (b) Fix, levy, collect, and enforce assessments and fines as set forth in the Declaration or Bylaws, in a fair and equitable fashion and secure the payment of assessments through liens upon real property as allowed under Idaho law;
- (c) Pay all expenses and obligations incurred by the Corporation in the conduct of its business, including, without limitation, all licenses, taxes or governmental charges levied or imposed against the Corporation's property;
- (d) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, exchange, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
- (e) Make contracts and incur liabilities, borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (f) Dedicate, sell, transfer, or grant easements over all or part of any of the corporation's property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members;
- (g) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional property to the property managed by the Corporation;
- (h) Litigate, mediate, arbitrate any and/or all corporate rights and obligations specified in law and/or by the Articles and Bylaws of the Corporation and/or Declaration. This Corporation in addition to other provisions, may provide

2015316

for the qualification of members, the terms and conditions of admission, the time, mode, conditions and effect of expulsion or withdraw from the restoration of membership, admission fees, charges and assessments; and for reimbursement for services rendered to and expenses incurred on behalf of the Corporation by any member or officer of the Corporation, and such other rules and regulations as are not repugnant to the laws of the State of Idaho; and

(i) Have and exercise any and all powers, rights, and privileges which a corporation organized under the Idaho Nonprofit Corporation Act law, which exists now or hereafter.

ARTICLE VI LIMITATIONS

No part of the net earnings or the assets of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article V hereof. No substantial part of the activities of the Corporation shall be for the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time.

ARTICLE VII MEMBERS AND MEMBERSHIP

1. Non-Stock Corporation. Participation in management and ownership of the Corporation shall be by membership only. The Corporation shall issue no stock and shall have no shareholders.

2. Membership. The Owner of a Condominium Unit, as that phrase is defined in the Declaration of Condominium and Covenants, Conditions and Restrictions for Hayden Lake Executive RV & Boat Condo Owners' Association, Inc. (hereinafter Condominium unit") in HAYDEN LAKE EXECUTIVE RV & BOAT CONDO OWNERS' ASSOCIATION, INC. and its additions shall automatically, upon becoming an owner of real property located in HAYDEN LAKE EXECUTIVE RV & BOAT CONDO OWNERS' ASSOCIATION, INC. of Kootenai County, Idaho, and the additions thereto ("the Project"), be a member of the Corporation, and shall remain a member thereof until such time as his/her ownership ceases for any reason, at which time his/her membership in the Corporation shall automatically cease or in the event membership is

2015316

suspended or terminated. Membership shall be in accordance with these Articles of Incorporation and the Bylaws of the Corporation.

3. Transferred Membership. Membership in the Corporation shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of a condominium unit in HAYDEN LAKE EXECUTIVE RV & BOAT CONDO OWNERS' ASSOCIATION, INC. or its additions to which it is appurtenant, and then only to the new owner. Any attempt to make a prohibited transfer is void. In the event the owner of any condominium unit should fail or refuse to transfer the membership registered in his/her name to the purchaser of his/her condominium unit, the Corporation shall have the right and authority to transfer to the purchaser and to record the transfer upon the books; thereupon the old membership outstanding in the name of the seller shall be null and void.

4. Classes of Membership. The Corporation shall have one class of voting membership, each member being entitled to one (1) vote for each condominium unit owned, and if a condominium unit is owned by more than one person, each such person shall be a member of the Corporation, but there shall be no more than one (1) vote for each condominium unit, multiple owners having joint rights and obligations, all such rights subject and inferior to the rights of Declarant as described in the Declaration of Condominium and Covenants, Conditions and Restrictions for Hayden Lake Executive RV & Boat Condo, particularly during the Period of Declarant Control, as that phrase is defined in the Declaration of Condominium and Covenants, Conditions and Restrictions for Hayden Lake Executive RV & Boat Condo.

Additional Classes of Membership. If the Corporation desires to add additional classes of membership, it may do so through the corporate Bylaws. Nothing in these Articles shall prohibit the institution of additional classes.

5. Voting Requirements. Except where otherwise expressly provided in the Declaration, these Articles of Incorporation or the Bylaws, any action by the Corporation which must have the approval of the Corporation membership before being undertaken, shall require the vote or written assent of the prescribed percentage of the total power of the Corporation.

6. Limitation of Payment to Dissenting Member. Membership in the Corporation is appurtenant to and cannot be segregated from ownership of a Condominium unit within the jurisdiction of the Corporation. Upon dissolution of the Corporation, a dissenting member shall not be entitled to any return of any contribution or other interest in the Corporation.

ARTICLE VIII BOARD OF DIRECTORS

The affairs of the Corporation shall initially be managed by a Board of three (3) Directors, but may be converted to a larger number in accordance with the Bylaws. The

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number of directors may be increased by amendment of the Bylaws of the Corporation. The names and addresses of the initial directors of the Corporation until the election of their successors, are:

<u>NAME</u>	<u>ADDRESS</u>
Robert Holland	9702 N. Ramsey Road Hayden, Idaho 83835
Robert Hough	9702 N. Ramsey Road Hayden, Idaho 83835
Floyd Richmond	9702 N. Ramsey Road Hayden, Idaho 83835

ARTICLE IX
DISTRIBUTION ON DISSOLUTION

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, distribute all the assets of the Corporation consistent with the purposes of the Corporation. Any such assets not so distributed shall be distributed by the district court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organizations, as such court shall determine to be consistent with the purposes of the Corporation.

ARTICLE X
INCORPORATORS

The name and address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Steven C. Wetzel	1322 W. Kathleen Avenue Coeur d'Alene, Idaho 83815

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ARTICLE XI
AMENDMENT OF ARTICLES

These Articles shall be amended only by the vote or written assent of members representing at least two-thirds (2/3) of a quorum of the total voting power of the Corporation; provided, however, that the percentage of the voting power necessary to amend a specific clause or provision herein shall not be less than the percentage of affirmative votes prescribed for action to be taken under said clause or provision, subject to the Period of Declarant Control described above.

ARTICLE XII
BYLAWS

Provisions for the regulation of the internal affairs of the Corporation shall be set forth in the Bylaws. The Board of Directors of the Corporation shall be authorized to amend the Corporation's Bylaws at a properly noticed special or regular meeting of the Board of Directors.

For the purposes of forming the Corporation the undersigned, the incorporators of the Corporation, has executed these Articles of Incorporation on the 4th day of September, 2004.



STEVEN C. WETZEL

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BYLAWS
OF
HAYDEN LAKE EXECUTIVE RV & BOAT CONDO OWNERS'
ASSOCIATION, INC.
(Referred to as "Association" or "Corporation")

ARTICLE I.
PRINCIPAL OFFICE

1.1. Offices. The principal office and place of business of this nonprofit corporation in the State of Idaho shall be in the County of Kootenai, State of Idaho. Mailing address will be as specified in the Articles of Incorporation and as may be amended from time to time. The Association may have such other offices either within or without the State of Idaho, as the Board of Directors may designate from time to time.

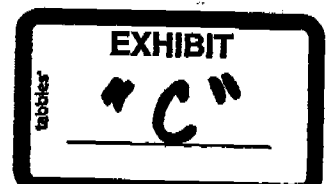
ARTICLE II.
MEMBERSHIP

2.1. Classes of Membership. There shall initially be one class of membership. See the Articles of Incorporation of Hayden Lake Executive RV & Boat Condo Owners' Association, Inc.

2.2. Voting Requirements. Except where otherwise expressly provided in the Declaration, the Articles of Incorporation or these Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken, shall require the vote or written assent of the prescribed percentage of the total power of the Association.

2.3. Joint Owner Disputes. The vote of a Condominium Storage Unit ("Storage Unit"), as that phrase is defined in the Declaration of Condominium and Covenants, Conditions and Restrictions of the Hayden Lake Executive RV & Boat Condo ("HLERB Condo") must be cast as a single vote, and the vote assigned to a particular Condominium Storage Unit shall not be fractionalized or split. If joint owners are unable to agree how their vote shall be cast, they shall lose their right to vote on the matter in question.

2.4. Suspension. A member may be suspended from the Association and the member's rights withdrawn for non-payment of fees or assessments. Said suspension shall occur as follows:



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2.4.1. A period of one (1) year's delinquency in payment of member's fees and assessments.

2.4.2. Notice from the Treasurer of the Association of failure to make payment;

2.4.3. A second notice for failure to make payment and mailing of a notice of suspension hearing (all notices mailed by regular mail to Condominium Storage Unit address or to the Owner's address according to the tax records of Kootenai County, or posted on the Storage Unit, are deemed received);

2.4.4. A determination of suspension from membership by two-thirds (2/3) of the Board of Directors;

2.4.5. During suspension, a member shall lose all rights to vote, use of corporate facilities, or enjoyment of any of advantages of corporate membership; however, a suspended member is still responsible for fees and assessments and the mere suspension of membership shall not in any way prohibit any other legal remedy, including but not limited to, the filing of claim of lien and foreclosing on the same in order to assure full payment of fees and assessments.

2.5. Resignation. A member may resign by filing a written resignation with the Secretary, but neither resignation nor suspension shall relieve said member from the obligation to pay any dues, assessments or charges previously or subsequently accrued and unpaid.

2.6. Reinstatement. A membership which has been suspended may be reinstated upon the approval of two-thirds (2/3) vote of the Board, but only so long as fees and assessments have been brought current and the prospective member fulfills all of the requirements of general membership with these Bylaws. An application for reinstatement shall be made to the Treasurer accompanied by a non-refundable fee of Fifty Dollars (\$50.00) at least sixty (60) days prior to the annual meeting. Upon approval of two-thirds (2/3) vote of the Board of Directors, the membership shall be returned to good standing.

2.7. Transfer. Membership in the Association shall not be sold, assigned or transferred. However, when a member sells a Storage Unit, the seller's membership rights shall transfer to the new owner; however, the seller must notify the Treasurer of the Association of any such transfer. Purchase and seller members are jointly and severally liable for all unpaid assessments until transfer is complete on the corporate books. After completed transfer, the purchaser (new member) is solely liable.

**ARTICLE III.
MEETING OF MEMBERS**

3.1. Annual Meeting. The annual meeting of the members shall be held in Kootenai County, Idaho, at a time, place and location determined by the Board. If the Board shall fail to set another time and date, then the meeting shall occur on the second Saturday of September in each year, at the hour of 9:00 o'clock a.m., at a meeting place to be announced in the call of the meeting. The purpose of the meeting shall be to elect directors and for the transaction of such other business as may come before the meeting.

3.2. Special Meetings. Special meetings of the members may be called by the President, or by not less than twenty-five percent (25%) of the members, at any time with proper notice.

3.3. Meeting Place. The President or the members may designate any place in Kootenai County, Idaho, as a place for any special meeting.

3.4. Notice of Meeting. Written notice stating the place, day and hour of the annual meeting of members shall be mailed to all members, at the address on record with the Board and posted on the Association bulletin board, not less than ten (10) days nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or these Bylaws, the purposes for which the meeting is called shall be stated in the notice. If mailed, the notice shall be deemed delivered three (3) days after being deposited in the United States mail, postage prepaid, addressed to the member at members address as it appears on the records of the Association.

3.5. Quorum. Twenty percent (20%) of the voting power of the membership shall constitute a quorum for the conduct of regular business of the Association (including proxies). If the required quorum is not present, another meeting may be called subject to the same notice requirement; and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

3.6. Proxies. At any meeting of members, a member entitled to vote may vote by proxy, executed in writing by the member.

3.7. Regular Business. The regular business of the Association may be carried out by a simple majority of voting memberships present in person or by proxy at any annual, regular or special meeting, except as otherwise stated in these Bylaws. All parliamentary questions shall be ruled by Robert's Rule of Order (latest edition available at meeting).

3.8. Emergency Adjournment. In the absence of a quorum at a members meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than ten (10) days and not more than thirty (30) days from the original meeting date. Notice of the new meeting date shall be provided to all members in accordance with these Bylaws. Five percent (5%) of the voting power of the membership shall constitute a quorum for such a reconvened meeting.

ARTICLE IV. GOVERNING BODY

4.1. General Powers. The Board of Directors of the Association shall constitute the governing body of this Association.

ARTICLE V. BOARD OF DIRECTORS

5.1. Term of Directors. The initial Board of Directors shall consist of three (3) Directors which need not be members. The number of Directors shall change if so decided by the Board. The Directors shall hold office for a term of three (3) years with the Directors having staggered terms so as to elect a nearly equal amount of Directors each year. After the conclusion of the Period of Declarant Control all Directors must be members.

5.2. Election of Board of Directors. The Directors shall be elected at the annual meetings. The nominations for the election of the Board of Directors may be made at the floor of the annual meeting of this Association. Additionally, the Board may appoint a nominating committee of the members to serve until the close of such annual meeting which committee shall make as many nominations as Directors to be elected. Such nominating committee shall be appointed at least ninety (90) days prior to each annual meeting.

5.3. Removal. Any Director may be removed, in accordance with Idaho law, by the members whenever, in their judgment, the best interests of the Association would be served thereby.

5.4. Disqualification. Any Director may lose his or her position as Director by disqualification for the following reasons:

5.4.1. Loss of membership in the Association;

5.4.2. Absence from three (3) consecutive Board of Director's meetings without just cause; or

5.4.3. Continuing conflict of interest between outside interests and duties as a Director.

The final determination of disqualification based on the reasons set forth in Section 5.4.1 through 5.4.3 above, shall be made by the Board of Directors by a three-fourths (3/4) affirmative vote of the Directors. Upon such an affirmative determination of disqualification, that position shall be considered vacant.

5.5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the remaining members of the Board of Directors, or by the members for the unexpired term.

5.6. Quorum. The presence in person of the majority of the Directors at any meeting of the Board shall constitute a quorum. The vote of the majority of the quorum actually present at any meeting shall constitute an action of the Board of Directors.

5.7. Regular Meetings. Regular meetings of the Board of Directors shall be conducted at least quarterly at a time and a place as may be fixed by the Board. Notice of the time and the place of the regular meetings shall be given to each Director personally, by mail, by telephone or telegraph at least three (3) days prior to the day named for the meeting.

5.8. Special Meetings. A special meeting of the Board of Directors may be called by written notice signed by the President or by any one-half (1/2) of the Directors other than the President. Notice shall be provided to all Directors. The notice shall include a description and the nature of any special business to be considered by the Board.

5.9. Waiver of Notice. Before or at any meeting of the Board, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to giving a notice to that Director. Attendance by a Director at any meeting of the Board shall be a waiver of notice to that Director of the time and the place of the meeting, except where such attendance is for the limited and expressed purpose of objecting to the transaction of any business because the meeting is allegedly unlawful.

5.10. Action By Consent of Directors. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all of the Board of Directors shall individually or collectively consent in writing to such action. Said consent may occur by electronic communication and may later be ratified in writing.

5.11. Board Meetings Open to Members. Regular and special meetings of the Board shall be open to all members of the Association, provided however that members who are not on the Board may not participate in any deliberation or any discussion unless expressly so authorized by vote of a majority of the quorum of the Board.

5.12. Executive Session. The Board may, with the approval of two-thirds (2/3) of the quorum of the Directors, adjourn the meeting and reconvene in executive session to discuss and vote upon sensitive matters. The nature of any and all business to be considered in executive session shall first be announced in open session.

5.13. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration and management of the affairs of the Association to the full extent allowed under law.

5.14. Designation of Committee With Authority of Board. The Board may, by majority vote of the Directors, designate one (1) or more committees authorizing such committee or committees to act with the authority of the Board. The delegation of the duty or duties shall be specific, limited in scope, time and type of authority. Each committee shall have three (3) or more members, the majority of which must be Directors.

ARTICLE VI. OFFICERS OF ASSOCIATION

6.1. Titles and Appointments of Power. The officers of the Association shall constitute the Board of Directors of the Association. The officers shall consist of a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors shall elect the officers. The Board of Directors may also appoint such other officers as they may deem desirable. Such officers shall have the authority and perform the duties prescribed from time to time by the Board of Directors. One individual may hold more than one office except the offices of Secretary and President.

6.2. Election and Term. The election of officers shall take place at the first meeting of the Board of Directors following the annual meeting of the members. The term for the officers shall be one (1) year unless said officers shall resign or shall be removed or otherwise disqualified to serve.

6.3. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

6.4. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He/she shall preside at all meetings; shall sign, with the Secretary, or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors have authorized to be executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors.

6.5. Vice-President. The Vice-President shall perform the duties of the President in the President's absence or in the event of death, inability or refusal to act, and when so acting shall have all of the powers and be subject to all of the restrictions placed upon the President.

6.6. Treasurer. The Treasurer shall have charge of and be responsible for all funds and securities of the Association; receive and give receipts for monies paid to the Association from any source whatsoever; deposit all such monies in the name of the Association in such banks, trust companies or other depositories; and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or the members. Initially, while the board is only three (3) persons, the Secretary and Treasure position will be shared by one Director.

6.7. Secretary. The Secretary shall keep the minutes of the meetings of the members and director in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the Corporate records and of the Seal of the Association and keep a register of the post office addresses of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary. Initially, while the board is only three (3) persons, the Secretary and Treasure position will be shared by one Director.

6.8. Compensation. The officers of the Association shall not be entitled to remuneration, except as authorized by the Board for: (a) labor performed for and on behalf of the Association if such labor is of the type that would require the employment of individuals at an hourly wage to perform the same service or labor; or (b) reimbursement of actual expenses incurred on behalf of the Association as authorized by the members or an officer of the Association.

ARTICLE VII. RECEIPT OF NON-CORPORATE ASSETS

7.1. Gifts. The membership or the Board of Directors of the Association may accept on behalf of the Association any contribution, gift, bequest or devise for general purposes or for any special purpose of the Association.

ARTICLE VIII. BOOKS AND RECORDS

8.1. Books and Records. The Association shall keep correct and complete books and records of account and shall also keep Minutes of the proceedings of its Board of Directors, committees having any of the authority of the Association, and of its members; and shall keep at its principal office a record giving the names and

addresses of the members entitled to vote. All books and records of the Association may be inspected by any member or member's agent or attorney for any proper purpose at any reasonable time.

8.2. Rules and Regulations. The Board shall have the right and power to make rules and regulations for the general welfare of the Project. The Board shall keep and maintain a record of adoption, amendment, interpretation and compliance approvals in regard to the Declaration.

ARTICLE IX. FISCAL YEAR

9.1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

ARTICLE X. BUDGET, ASSESSMENTS AND CHARGES

10.1. Preparation of Budget. Not less than thirty (30) days before the end of the fiscal year, the Board shall prepare a budget for the Association for the coming year. In preparing its budget, the Board shall estimate the common expenses of the Association to be paid during the year, make suitable provision for accumulation of reserves, and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association. If, during the year the budget proves to be inadequate for any reason, including nonpayment of any owner's assessment, the Board may prepare a supplemental budget for the remainder of the year.

10.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the property owners; protect the value of property located in the development; and improvement and maintenance of common areas and for the common good of the Development. The following assessments may be charged in accordance with the restrictions and requirements herein. Those assessments include:

1. Regular assessments;
2. Special assessments;
3. Extraordinary assessments;
4. Correction assessments; and
5. Fine assessments.

Each such assessment together with any collection costs, including but not limited to any interest, costs, or attorney's fees, shall be a personal obligation of the owner and/or person whose name is on the assessment rolls for that particular Condominium Storage Unit. Assessments may be secured by a lien against the non-paying member's Condominium Storage Unit and any and all assessments shall be a

constructive real covenant affecting title of real property of each member. No member is exempt from any liability because of waiver of use or enjoyment by abandonment of any premises or Condominium Storage Unit, unless specifically set forth herein.

10.3. Regular Assessment. The Board shall be empowered to assess each Storage Unit, annually without a majority approval of the members. Regular assessments shall be used for maintenance and improvements to the project and any common areas of the Association and/or any other necessary and desirable purposes for the benefit of the Association and its members.

10.4. Special Assessment. In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of litigation, arbitration, mediation, defraying (in whole or in part) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto or other special needs that may arise, provided that any such assessment shall have the assent of majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

10.5.1. Payments and Modifications. All special assessments shall be due at a time specified by the Board with approval of the majority of members served and may be enforced in the same manner as other assessments, or in addition the Board may withhold the special use for non-payment of an assessment. All special assessments shall be spent exclusively for the reason set forth in the Board resolution, approved by the members as set out herein. Any modification of special assessments shall require a majority vote of all special assessment members and a majority of the Board.

10.6. Emergency Assessments. In addition to the regular and special assessments, the Board shall have emergency powers to assess an emergency assessment on Storage Units. The emergency assessment may be imposed with the consent of a majority of the members or by a vote of two-thirds (2/3) of the Board; however, any emergency assessment made by the Board of Directors shall not exceed fifty percent (50%) of the annual regular assessment per Condominium Storage Unit in any one (1) year. Further, the power of the Board to assess emergency assessments shall only occur in the case of a bona fide emergency. Such an emergency shall be defined as an event which meets all four (4) of the following:

10.6.1. Was not foreseeable at the date of the last annual meeting of the membership;

10.6.2. Must relate in whole or in part to reconstruction, repair or replacement of a capital improvement on which the Development and/or additions thereto depend or relate to the defense or protection of Corporate Property, title or imminent liability;

10.6.3. Must require immediate action (expenditure of funds within thirty (30) days or less); and

10.6.4. A majority of the Board must doubt the existence of sufficient Corporate funds to meet the requirements of the emergency and the regular costs of operations of the Association.

10.7. Correction Assessments. In the event any Condominium Storage Unit Owner, except Declarant, violates the Declaration and is given proper notice as per the Declaration, yet fails to correct the violation in accordance with the Declaration, then this assessment shall become effective. The Board may place a charge or correction assessment and record an assessment lien as follows:

10.7.1. Majority of Board declares existence of violation of Declaration.

10.7.2. Board evidences in Minutes of Association that proper notices have been mailed as required by the Declaration.

10.7.3. Board hires, at a reasonable price, an appropriate individual contractor to carry out work, to bring Condominium Storage Unit or premises into conformity with Declaration, and have work completed.

10.7.4. Record claim of lien for all costs, including but not limited to, labor, materials, interest, and attorney's fees according to Idaho law. If not paid in full within reasonable notice to the violating property owner, Board may foreclose on the lien according to Idaho law.

10.8. Fine Assessment. In the event that an owner violates the Declaration, the Bylaws or any properly adopted Rule or Regulation of the project on more than two (2) occasions following written notice of the violation, then a fine may be assessed against the owner for each future similar violation. Fine assessment must be approved by two-third (2/3) of the Board and shall be a reasonable amount to discourage future violations.

10.9. Assessment on Declarant's Real Estate. The grantors-dedicators-Declarant of the Development, and any future additions, are entitled to membership in, and/or control of the Association as outlined in the Declaration of Executive RV & Boat Condo; particularly the section setting out the Period of Declarant Control. Declarant shall also be responsible for payment of assessments as set out in the Declaration of Hayden Lake Executive RV & Boat Condo; particularly the section setting out the Period of Declarant Control. Other members owning more than one (1) are required to pay full amount of assessments levied against each Condominium Storage Unit owned by such member, whether developed or vacant.

10.10. Payment of Assessments. All assessments shall be paid to the treasurer of the Association within sixty (60) days of notice of assessment. Any

assessment not paid within sixty (60) days from notice shall be delinquent and subject to late charges, interest charges and collection procedures.

10.11. Certificate of Unpaid Assessments. Upon the request of any owner or mortgagee of a particular Storage Unit, the Board will furnish a certificate in recordable form stating the amount, if any, of unpaid assessments charged to that Storage Unit. The certificate shall be conclusively determined by the Board and the Association as to the amount of such indebtedness as of the date of the certificate, and may be relied upon by purchasers and mortgagees of such Storage Unit. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

10.12. Transfer of Condominium Storage Unit By Sale or Foreclosure. The sale or transfer of any Condominium Storage Unit shall not affect the assessment or assessment lien. However, the sale or transfer of any Condominium Storage Unit pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). No sale or transfer shall relieve such Condominium Storage Unit from liability for any assessments thereafter becoming due or from the lien thereof. Where the mortgagee of the first mortgage of record obtains title to a Condominium Storage Unit as a result of foreclosure, such mortgagee shall not be liable for the unpaid dues or charges of the Association chargeable to such Condominium Storage Unit which accrued prior to the acquisition of title or possession of such by such mortgagee. In a voluntary conveyance of a Storage Unit, the grantee of the Condominium Storage Unit shall be liable for all unpaid assessments due the Association. See also Section 2.7 regarding Transfer of Membership.

10.13. Late Fee For Failure to Pay. If any part of any assessment is not paid and received by the Association or its designated agent within fifteen (15) days after the due date, an automatic late charge of one and one half percent (1.5%) shall be assessed for each month until all late charges are paid. When a notice of default and demand to cure has been recorded, such assessment shall constitute a lien on the subject Condominium Storage Unit prior and superior to all other liens except: (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (2) the lien or charge of any first mortgage of record made in good faith and for value. Such lien may be enforced by foreclosure of the subject Condominium Storage Unit in accordance with Idaho law.

ARTICLE XI. ENFORCEMENT OF DECLARATION

11.1. Enforcement of Declaration. This Association shall be fully authorized to enforce the Declaration; however, nothing herein shall prohibit any interested owner from independently taking action to enforce the Declaration, and further, the Association shall not be required or in any way obligated to enforce the Declaration or other regulations or rules of the Hayden Lake Executive RV & Boat Condo. The

definitions, duties and rights specified in the Declaration shall guide the management of the Association and shall guide in the interpretation of either the Bylaws or Articles.

**ARTICLE XII.
SEAL**

12.1. Seal. The Board of Directors shall acquire a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of its incorporation and the words "Corporate Seal."

**ARTICLE XIII.
WAIVER OF NOTICE**

13.1. Waiver of Notice. Whenever any notice is required to be given under the statutes of the State of Idaho or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the legal equivalent to the giving of such notice.

**ARTICLE XIV.
INDEMNIFICATION**

14.1. Limited Indemnification of Directors, Committee Member, Officers, Declarant, and Managing Agent. Each director, committee member, association officer, the Declarant and the managing agent shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he or she holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties. In the event of a settlement, the indemnification shall apply only when the Board approves such settlement. The indemnification shall apply only when the Board also approves such settlement and reimbursement as being in the best interests of the Association.

**ARTICLE XV.
DEADLOCK**

15.1. Coin Toss and Arbitration. If the Directors are equally divided and cannot agree on any issue, or the Members are so divided that no Board can be elected, or internal dissension prevents the normal business of the Board, then the disagreement

shall be resolved by the toss of a two different sided coin. Each side of the deadlock shall be represented by a side of the coin, the corporate counsel shall toss the coin into the air and allow the coin to fall to a flat surface. Whichever side of the deadlock was represented by the upside of the coin shall be enacted by the corporate officers or stockholders as the case may be. In the event that the deadlock can not be separated into two sides of an issue, then the matter shall be resolved by compulsory and binding arbitration. In the event such a deadlock shall arise, any Director may call for arbitration by appointing an arbitrator, reasonably qualified to resolve the issue on which there is disagreement and/or deadlock. The party so appointing shall bear all costs associated with that arbitration. Within three (3) days of written notice of appointment, the other party shall then select an arbitrator who is similarly qualified and shall pay the expenses for that arbitrator. The two arbitrators so selected shall, within three (3) days, select a third arbitrator whose expenses shall be borne equally by the appointing Directors personally. The three arbitrators so selected shall settle the disagreement or deadlock within three (3) days from the appointment of the third arbitrator. In the event that either Director shall fail to appoint an arbitrator within three (3) days of notice of the appointment of the first arbitrator, or in the event the first two arbitrators shall fail to select a third arbitrator within three (3) days after they have been selected, then the unappointed arbitrator shall be appointed by the Senior District Court Judge of the First Judicial District of the State of Idaho, in and for the County of Kootenai.

ARTICLE XVI. AMENDMENTS TO BYLAWS

16.1. Amendments to Bylaws. The Bylaws of this nonprofit corporation, may be altered, amended, or new Bylaws adopted at any regular meeting or at any special meeting of the members thereof, by the affirmative vote of a majority of the total membership vote present at such meeting.

IN WITNESS WHEREOF, the undersigned certifies the above stated Bylaws were duly and lawfully accepted by the membership and Board of Directors of the Association.



ROBERT HOLLAND, Director

RECORDING FEE: \$25.00

SC



**FIFTH AMENDMENT TO CONDOMINIUM DECLARATION AND CONDOMINIUM PLAT
OF HAYDEN LAKE EXECUTIVE RV & BOAT CONDOMINIUMS TO INCLUDE PHASE 2
UNITS AND EXERCISE OF DEVELOPMENT RIGHTS PURSUANT TO SECTION 14.22 OF
THE CC&RS**

Notice is hereby given that the Declaration of Covenants, Conditions and Restrictions for the Hayden Lake Executive RV & Boat Condominiums (herein the "CC&Rs") are amended in the manner set forth herein.

WHEREAS, the CC&Rs were previously recorded with the Kootenai County, Idaho Recorder on November 17, 2004 as Instrument No. 1913334;

WHEREAS, the CC&Rs were subsequently amended on or about February 23, 2006 and a notice of amendment was recorded with the Kootenai County Recorder on or about February 24, 2006 as Kootenai County Instrument No. 2015316;

WHEREAS, the CC&Rs were amended by the recordation of instrument no. 2017071000 in the records of Kootenai County on or about March 6, 2006 to amend the plat area. The amended plat boundary was described therein as Exhibit "A."

WHEREAS, the CC&Rs were again amended on or about November 19, 2013 and a notice of amendment was recorded with the Kootenai County Recorder on or about November 19, 2013 as Kootenai County Instrument No. 2437269000;

WHEREAS, the CC&Rs were yet again amended on or about October 21, 2016 and a notice of amendment was recorded with the Kootenai County Recorder on or about October 27, 2016;

WHEREAS, the CC&Rs of the Hayden Lake Executive RV & Boat Condo Owner's Association, Inc. (herein the "Corporation") Instrument No. 1913334, Page 4, Paragraph (i) defines the Common Elements and provides for a change in the percentage of ownership once Phase 2 is added. Phase 1 percentage of ownership was 1/91. With the addition of Phase 2 (which includes an additional 78 units) and with the dedication of Unit 91 to the Corporation (which was formerly considered a Condominium Storage Unit, the percentage of ownership will be 1/168.

WHEREAS, the Bylaws of the Hayden Lake Executive RV & Boat Condo Owner's Association, Inc. (herein the "Corporation") are attached to the CC&Rs as Exhibit "C" thereto;

WHEREAS, the Bylaws of the Association, at Article X, Section 10.9 reserves to the Declarant the right of the Declarant to the development and addition of future phases, adding to membership in and/or control of the Association;

WHEREAS, Section 14.22 of the CC&Rs sets forth the right of the Declarant to execute amendments to the CC&Rs in furtherance of the Declarant's exercise of its development rights;

WHEREAS, the Bylaws of the Corporation are attached to the CC&Rs as Exhibit "C" (Kootenai County Instrument No. 2015316); and

WHEREAS, the Bylaws of the Association, in Article X, Section 10.9 reserves the right of the Declarant to develop and construct future additions and to add those future additions to membership of the Corporation.

NOW THEREFORE, in consideration of the foregoing, the below signed holder of the Declarant's rights hereby amends the CC&Rs and Bylaws of the Corporation as follows:

Section 1

Incorporation and Addition of Additional Condominium Storage Units

The seventy-eight units set forth in the Hayden Lake Executive RV & Boat Condominiums Project Amendment #5, recorded in the records of Kootenai County, Book of Plats, Book ____, Page(s)(2) _____, is hereby included and incorporated into the Corporation and each unit shall be a Condominium Storage Unit as that term is defined in the CC&Rs.

Section 2

Owner Interest in Common Area(s)

An Owner, as defined in the CC&Rs, shall have a 1/168 undivided interest per Condominium Storage Units in the Common Area(s) or Common Elements as identified on the Phase I (as amended by Phase II) and the Phase II plats.

Section 3

Assessments

Each owner of a Condominium Storage Unit shall be assessed pursuant to Article VI of the CC&Rs subject only to the following changes:

- (1) **Use of Assessments.** All assessments other than special assessments and replacement reserve assessments (see below) may be used for any lawful purpose of the Corporation. The foregoing notwithstanding, it is the intent that all aforementioned assessments shall be used for the regular operations of the Corporation. While All assessments other than special assessments and replacement reserve assessments may be used to make repairs or upgrades to Common Areas, it is the intent that construction, reconstruction, repair or replacement of a capital improvement upon Common Areas be paid for out of replacement reserves (acquired from replacement reserve assessments) or by special assessments. However, the foregoing does not limit, and shall not be construed as limiting, the Board from using general funds obtained through any assessments other than special assessments and replacement reserve assessments for repairs, replacements, or upgrades. Instead, it shall serve as a guide

to the Board in determining the amounts for any regular, replacement reserve, and/or special assessments.

- (2) Replacement Reserve Assessments & Accounts.** In addition to regular assessments, the Corporation may also regularly (at the same time and in the same manner as a regular assessment) assess a "Replacement Reserve Assessment." The intent is that regular assessments will be assessed and calculated to appropriately cover Corporation operating expenses (such as snow removal, insurance, electricity for common areas, etc.), while replacement reserve assessments shall be assessed and calculated to appropriately cover future estimated construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas so as to avoid the need for large, infrequent special assessments for such expenses (the imposition of a replacement reserve assessment does not affect in any way the Corporation's ability to assess a special assessment).

However, because there is a discrepancy between the condition of the Phase I Condominium Storage Units (which are approximately 20 years old at the time of this Fifth Amendment) and the Phase II Condominium Storage Units (which are brand new at the time of this Fifth Amendment) the replacement reserve assessment shall be divided and kept separate by and between the different phases. So, all replacement reserve assessments collected from Owners of Condominium Storage Units in Phase II shall be kept and accounted for separately from the replacement reserve assessments collected from Owners of Condominium Storage Units in Phase I. *Both replacement reserve assessments collected shall be kept and accounted for separately from the operating account, which account shall hold all other assessments.* That means that if regular assessments, and replacement reserve assessments are collected from both phases, the Corporation must maintain at least three separate and distinct bank accounts: one to hold regular assessments (and any other assessments collected); one to hold replacement reserve assessments from collected from Phase I Owners; and one to hold replacement reserve assessments collected from Phase II Owners.

Furthermore, replacement reserve amounts shall only be used for the repair, replacement, or capital improvements which directly benefits the Condominium Storage Units which are in the Phase from which the replacement reserves are collected. As an example, without limitation:

If the 2023 replacement reserve assessment is \$25 per month for Condominium Storage Units in Phase II, payments for said assessments shall be placed and accounted for in a separate replacement reserve account for Phase II Condominium Storage Units. The funds accumulated in said account may only be used for repairs, replacement, or capital improvements which directly benefits the Phase II Condominium Storage Units. So, while said Phase II replacement reserve funds would be available to replace damaged common roofing over Phase II Condominium Storage Units, damaged fencing around Common Areas,

and sealing and striping of paved surfaces, it would not be available to repair damaged common walls for Phase I Condominium Storage Units.

Additionally, if there are any repairs, replacements, or capital improvements which directly benefits the Condominium Storage Units which are in Phase I as well as the Condominium Storage Units which are in Phase II, the amounts withdrawn from the replacement reserve accounts must be proportionate to the number of units in each phase. For example, without limitation:

If there are 90 units in Phase I and 78 units in Phase II (168 units in total), and there is a \$10,000 asphalt repair bill, \$5,357.14 ($\$10,000 \times 90/168$) would be funded from the replacement reserve account for Phase I Condominium Storage Units and \$4,642.86 ($\$10,000 \times 78/168$) would be funded from the replacement reserve account for Phase II Condominium Storage Units. Alternatively, if, using the same aforementioned scenario, the replacement reserve account for the Phase I Condominium Storage Units only has \$2,000 available, the Corporation could (pursuant to the below) assess a special assessment against the Phase I Condominium Storage Units for \$3,357.14 and use the \$2,000 available from the Phase I Condominium Storage Units replacement reserve account, while also using \$4,642.86 from the Phase II Condominium Storage Units' replacement reserve account.

- (3) Uniform Rate of Assessment. Regular assessments must be fixed at a uniform rate for all Condominium Storage Units and may be collected on a monthly basis or upon such other basis as shall be determined by the Board of Directors.

Replacement reserve assessments & special assessments must be fixed at a uniform rate for all Condominium Storage Units in a particular phase (Phase I or Phase II). Said another way, all Phase I Condominium Storage Units replacement reserve and special assessments must be a fixed, uniform rate across all Condominium Storage Units *in Phase I*; and all Phase II Condominium Storage Units replacement reserve and special assessments must be a fixed, uniform rate across all Condominium Storage Units *in Phase II*. However, Phase I and Phase II rates do not have to be uniform unless otherwise specified in this Fifth Amendment.

The foregoing notwithstanding, special assessments which are for any purpose which *directly* furthers and benefits both the Phase I and Phase II Condominium Storage Units shall be a fixed, uniform rate. However, special assessments which directly or disproportionately benefits one phase over another, shall only be assessed against the phase receiving the direct or disproportionate benefit. As examples, without limitation:

If the bolts for roofing over Phase I Condominium Storage Units need replacing, and it will cost \$20,000, the association may only assess a special assessment against Phase I Condominium Storage Units. No special assessment may be

assessed against the Phase II Condominium Storage Units for that cost. However, the special assessment must be fixed at a uniform rate for all Phase I Condominium Storage Units.

If the Corporation decides to install a security system with cameras throughout the Common Areas, the Corporation may assess a special assessment against all Condominium Storage Units at a fixed, uniform rate.

Without limitation, landscaping and surface maintenance (such as asphalt maintenance, repairs, and sealing) shall be deemed in all respects to directly benefit both Phase I and Phase II no matter where the repair, sealing, or maintenance is located and/or being performed.

Section 4 *Electricity*

At present, all electricity used by the Corporation and all individual Condominium Storage Units, is paid for by the Corporation. However, an Owner may not use excessive electricity (as that term may be defined or determined from time to time by the Board of Directors). If the Corporation, by a majority vote of the Board, in its sole discretion believes that a particular Condominium Storage Unit is consuming excessive electricity, the Board may separately meter the electricity usage of that Condominium Storage Unit. The Owner of that particular Condominium Storage Unit shall be responsible for paying all costs associated with the installation and maintenance of meter(s) deemed necessary by the Corporation. Additionally, the Owner of any Condominium Storage Unit which is separately metered shall be responsible for reimbursing the Corporation at then prevailing rates for the amount of electricity which is used by said Condominium Storage Unit.

The cost of the installation of the meter and determination of its necessity shall be determined and treated as a Correction Assessment. Notice that the Corporation has determined that the Owner is using excessive electricity, as required under section 6.7 of the CC&Rs shall be sent and all other requirements thereunder shall be followed. However, the reimbursement by the Owner to the Corporation for the cost of electricity used shall be treated as a regular assessment, except that it shall not be subject to any requirement that it be uniform or fixed.

Without limitation, excessive use of electricity may be found if an Owner regularly or frequently charges an electric vehicle at the Condominium Storage Unit, maintains an electric heating or air conditioning (or related HVAC) system in the Condominium Storage Unit, or regularly or frequently operates tools/equipment which consume substantial amounts of electricity.

The Board of Directors may, in its discretion, provide a discount or deduction on a regular assessment to an Owner of a Condominium Storage Unit which is being separately metered for electricity. This paragraph shall supersede any requirement that a regular assessment be uniform and fixed.

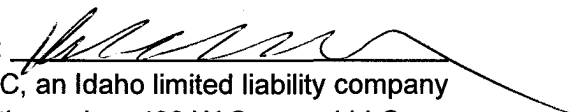
Section 5

Date of Commencement of Assessments for Phase II Condominium Storage Units

No assessments shall commence as to any Condominium Storage Unit in Phase II until close of escrow for the sale or the conveyance of the Condominium Storage Unit from the holder of the Declarant's development rights to an Owner. The first regular assessment shall be adjusted according to the number of days remaining in the calendar year. All other terms in Section 6.4 of the CC&Rs shall continue in effect.

DATED this 21st Day of June, 2023.

498 W. Garwood LLC, Declarant

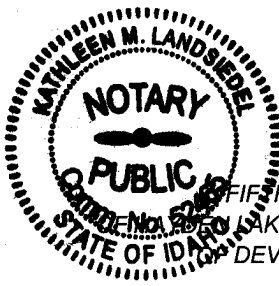
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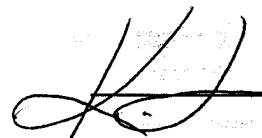
Kristina Nixon, Member, Sozo Investment Group LLC, an Idaho limited liability company that is authorized to act as the constituent entity of the maker, 498 W Garwood LLC, an Idaho limited liability company
Its: Sole Member

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of June, 2023, before me the undersigned, a Notary Public in and for the said State, personally appeared **Kristina Nixon** (the "signer"), known or identified to me (or proven to me under oath) to be a Member of **Sozo Investment Group LLC, an Idaho Limited Liability Company** (the "constituent entity") and who acknowledged to me that said constituent entity is the authorized representative of **498 W Garwood LLC, and Idaho Limited Liability Company** (the "maker") and that the signer executed the within instrument as the authorized agent of said constituent entity and that said constituent entity is authorized to act on behalf of said maker and that the signer subscribed said constituent entity's name to the foregoing instrument, and acknowledged to me that the signer executed the within instrument on behalf of said constituent entity and that said constituent entity executed the same in said maker's name.

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




Notary Signature

Commission Expires: July 6, 2023 Residing at: Post Falls