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SUMMARY OF DECLARATION

1. Provides fee simple ownership of units.
2. Defines terms used throughout the Declaration.
3. States that all provisions of the Declaration are to run with the title to the properties.
4. States that units may be owned by individuals, trusts, partnerships, or corporations, and that ownership in the common area is undivided and partition of the common area is not permitted. Use of common area is limited to owners and guests, non-exclusively. Units shall be separately taxed. Owners are responsible for interior maintenance including exterior doors and windows. Association is responsible to maintain unit exteriors and roofs. No exterior additions or alterations may be made without approval of the Association or its Board of Directors.
5. Presents form for legal description of each Unit.
6. Deals with Mechanics Liens.
7. Establishes the Association and defines the rights and obligations of members, including voting rights.
8. Defines rights and obligations of the Association, its directors and managers. States that the Association may own personal property for common use by its members.
9. Describes assessments, how they are levied and paid and penalties for non-compliance. This includes both normal monthly dues and special assessments.
10. Tells how units may be used. Commercial uses are prohibited. Animals are permitted or limited by a vote of the Association. Units may be rented for short or long terms.
11. Details the Association's responsibility to provide adequate fire, casualty and liability insurance.
12. Details what happens in case of loss or damage from any

cause.

13. Details what happens in case of Condemnation of all or part of the property.
14. Defines method of amending the Declaration.
15. Ownership shall continue as described until Declaration is terminated by the method provided for.
16. Compliance requirements, mailing address registration, etc.

BIRDIE GLEN TOWNHOMES DECLARATION

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CONDOMINIUM DECLARATION
OF
BIRDIE GLEN TOWNHOMES

RECITALS

A. Andre Fernand and Paulette Fernand, husband and wife, hereafter referred to as "Declarants", are the owners of that certain parcel of real property in Valley, County, Idaho, hereafter referred to as "Birdie Glen Townhomes" and more particularly described as:

a parcel of land situate in the SW4 of the NW4 of Section 10, T. 18 N., R. 3 E., B.M., being all of Lot 52, Timberlost VI, as shown on the official plat thereof on file in the office of the Recorder of Valley County, Idaho, in Book 8, on Page 19 of Plats, City of McCall, Valley County, Idaho, more particularly described as follows:

Commencing at a $\frac{5}{8}$ " rebar marking the North West $1/16$ Corner of said Section 10; thence S. $00^{\circ} 09' 08''$ W., 216.21 feet to a $\frac{5}{8}$ " rebar marking the north east corner of Lot 52, said Timberlost VI, the REAL POINT OF BEGINNING:

Thence, continuing S. $00^{\circ} 09' 08''$ W., 346.84 feet to a $\frac{1}{2}$ " rebar marking the south east corner of said Lot 52,
thence, N. $89^{\circ} 50' 52''$ W., 188.72 feet to a $\frac{1}{2}$ " rebar marking the south west corner of said Lot 52,
thence, N. $00^{\circ} 07' 00''$ E., 182.00 feet to a $\frac{5}{8}$ " rebar on the west boundary of said Lot 52,
thence, N. $03^{\circ} 25' 00''$ E. 164.99 feet to $\frac{5}{8}$ " rebar marking the north west corner of said Lot 52,
thence, S. $89^{\circ} 53' 00''$ E., 179.44 feet to the Point of Beginning, containing 1.486 acres, more or less;

Bearings based in the Plat of Timberlost VI.

B. It is the Declarants desire and intent to create residential townhomes oriented toward vacation and recreational use (but nothing herein shall prevent use of any or more townhome units as

a permanent residence) for the enjoyment and convenience of persons occupying such project.

C. Declarants desire to create a townhome project that will provide a reasonable quality of living and amenities consistent with acceptable and reasonable cost.

D. Declarants desire to provide for permanent ongoing maintenance of Birdie Glen Townhomes and desire to provide for an ongoing effective and efficient body providing for a cost efficient administration and management of Birdie Glen Townhomes.

E. Declarants desire to provide for controls and restrictions through the management body of the project upon any change in the design, architecture, construction or quality of improvements, including improvements located on Common Areas. Declarants will initially control the management and government of Birdie Glen Townhomes through a major portion of its development and will provide for take over of management functions by ultimate owners of Units within Birdie Glen Townhomes.

F. Declarants have determined this Declaration and its terms and conditions will promote, facilitate and preserve the property and the Project, and the use, development and administration thereof.

DECLARATION:

NOW, THEREFORE, Declarants hereby declare that the Project shall be held, conveyed, encumbered, leased, maintained and used subject to the following uniform covenants, conditions, restrictions and equitable servitudes in a furtherance of a plan for the creation of townhome Units, improvement and sale of individual Units within the Project, and to enhance the value, desirability and attractiveness of the Project. The restrictions set forth herein shall run with the real property included within the Project; shall be binding upon all persons having or acquiring any interest in such real property or any part thereof; shall inure to the benefit of every portion of such real property and any such interest therein and shall inure to the benefit of and be binding upon Declarants, their successors in interest, and may be enforced by Declarants, by any owner or his successors in interest, or by the Association.

This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or improvement by any owner (including Declarants) upon property within the Project, provided that when completed, such improvements will in all ways conform to the requirements of this Declaration. Specifically, no such construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles, or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that such construction is actively, efficiently and expeditiously pursued to completion.

Further this Declarants shall not be construed as to prevent or limit Declarants's right to post signs incidental of construction, sales or leasing, or to undertake other reasonable activities within the Project to facilitate sales of individual units.

ARTICLE 1

TYPE OF OWNERSHIP:

The planned development condominium is a means of ownership in fee simple of separate interest in Units and for co-ownership with others of Common Area, as those terms are herein defined.

ARTICLE 2

DEFINITIONS:

The following terms shall have the following meanings when used herein unless the context otherwise requires:

SECTION 2.1

ASSOCIATION:

"Association" shall mean Birdie Glen Townhomes Homeowners' Association, Inc., an Idaho corporation, not for profit, its successors and assigns, acting as the management body of the project.

SECTION 2.2

TOWNHOME:

"Townhome" means a portion of the buildings constructed on the real property pursuant to this Declaration.

SECTION 2.3

BUILDING SITE:

"Building Site" is defined as the land upon which a townhome is situated, or to be situated, consisting of two Units or two Townhomes.

SECTION 2.4

COMMON AREA:

"Common Area" means the entire Project excepting all units.

SECTION 2.5

CONDOMINIUM:

"Condominium is an estate consisting of (1) separate interest in real property, in an interest or interests in real property, , or any combination thereof, together with (2) an undivided interest in common in real property, in an interest or interests in real property or any combination thereof, expressed as a percentage of the entire ownership interest in the Common Area as set forth elsewhere in this Declaration.

SECTION 2.6

CONDOMINIUM MAP:

"Condominium Map" means the townhome map for Birdie Glen Townhomes to be filed for record in the office of the Valley County Recorder, consisting of a survey map of the surface of the grounds of the real property showing a survey and legal description thereof, the location of townhomes with respect to the boundaries of the real property, together with a diagrammatic floor plan of

the townhomes, and showing the boundaries of each Unit within the Project and dimensions of all boundaries of each Unit, Unit number, and identifying the Units, together with such other information as may be included thereon in the discretion of Declarants. A copy of said Map is attached hereto as Exhibit "A" and by this reference made a part hereof.

SECTION 2.7

MORTGAGE:

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

SECTION 2.8

MORTGAGEE:

"Mortgagee" means any person or any successor to the interest of such person named as the mortgagee, trust, beneficiary or creditor under any mortgage as defined in Article 2., Section 2.7, under which the interest of any Owner or successor to the interest of such Owner is encumbered.

SECTION 2.9

OWNER:

"Owner" means any person or entity, including Declarants, at any time owning a Unit; the term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any method in lieu of foreclosure.

SECTION 2.10

THE PROJECT:

The term "Project" shall collectively mean the real property and all buildings and other improvements located on the real property.

SECTION 2.11

SURVEY MAP:

"Survey Map" means the survey map for Birdie Glen Townhomes which is or shall be recorded.

SECTION 2.12

UNIT:

"Unit" means the separate interest in a condominium, in this instance consisting of one-half of the building site associated with a given unit and its adjoining unit, as well as the portion of the adjoining lands set forth on the Condominium map as part of each such unit; with respect to the Townhome the physical boundaries of the unit are (1) the exterior surfaces of the perimeter walls, roof, windows and doors thereof, and the unit includes both portions of the Townhome so described and the airspace so encompassed. The following are part of the unit: bearing walls, columns, floors, roofs, foundations, wires and other utility installations, wherever located. In interpreting the declaration, plat or plats, and deeds, the existing physical boundaries of the unit as originally constructed or reconstructed in lieu thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds express or depicted in the declaration, plat or plats, or deed, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown in the declaration, plat or plats, or deed, and the actual boundaries of units in the building and (2) the building site itself. A non-exclusive right of ingress, egress and support throughout the Common Area is appurtenant to each Unit and Common Area are subject to such rights. The term Townhome Unit may be used interchangeably with Unit as context requires.

SECTION 2.13

DECLARANTS:

"Declarants" mean Andre Fernand and Paulette Fernand, husband and wife who, upon execution hereof, signify their consent to its recordation.

ARTICLE 3

STATEMENT OF INTENTION AND PURPOSE:

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

ARTICLE 4

NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Area. The percentage of ownership interest in the Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514, Idaho Code and for purposes of liability for costs and other assessments as provided by Section 55-1515 shall be equal, Declarants having determined that each owner receives approximately equal benefits from the Common Area.

SECTION 4.2

TITLE:

Title to a condominium may be held or owned by any entity and in any manner in which title to any other real estate may be held or owned in the State of Idaho.

SECTION 4.3

INSEPARABILITY:

No part of a condominium or of the legal rights comprising ownership of a condominium may be separated from any other part thereof during the period of ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Unit or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Unit, together with all appurtenant rights, created by law or by this Declaration.

SECTION 4.4

PARTITION NOT PERMITTED:

The Common Area shall be owned in common by all Owners, and no owner may bring any action for partition thereof.

SECTION 4.5

OWNER'S RIGHTS TO COMMON AREA:

Subject to the limitations contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the Common Area.

SECTION 4.6

TAXES AND ASSESSMENTS:

Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of each Unit. If any taxes of special district or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefore as a maintenance expense.

SECTION 4.7

OWNER'S RIGHT WITH RESPECT TO INTERIORS:

Each Owner shall have the exclusive right to paint, repair, tile, wash, paper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceiling, floors, windows, and doors forming the interior boundaries of his townhome and all walls, ceilings, floors, windows and doors within such boundaries.

SECTION 4.8

OWNER'S RIGHT WITH RESPECT TO EXTERIOR:

While the Association shall be responsible for maintenance and upkeep of the roof and wood exterior portions of all townhomes the individual owners shall be responsible for maintenance and replacement, as necessary, of windows and doors. See section 4.14.

SECTION 4.9

EASEMENTS AND ENCROACHMENTS:

In interpreting this Declaration and the Condominium Map, the existing physical boundaries of the Unit as originally constructed or as reconstructed shall be conclusively presumed to be the boundaries of any one or more Units rather than the metes and bounds expressed or depicted in this Declaration and the Condominium Map regardless of settling or lateral movement of the buildings and regardless of minor variances between boundaries shown in this Declaration and the Map and the actual boundaries of any one or more Units as actually constructed. If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Units. Encroachments referred to therein include, but are not limited to, encroachments caused by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

SECTION 4.10

EASEMENTS FOR ACCESS FOR REPAIR, MAINTENANCE AND EMERGENCIES

Since each Unit is separate and free-standing, except for the common wall with its adjoining unit, each Owner shall fully responsible for maintaining every portion of the interior of his Unit which shall not be considered part of the Common Area. That notwithstanding, the Association or its Agent shall have access to each Unit as may be needed to take care of emergency situations that could from time to time occur which would threaten the Unit or its condition in any way.

SECTION 4.11

OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT:

Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit and such rights shall be appurtenant to and pass with the title to each Unit.

SECTION 4.12

ASSOCIATION'S RIGHT TO USE OF COMMON AREA:

The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

SECTION 4.13

DECLARANTS' RIGHT INCIDENT TO CONSTRUCTION:

Declarants, and persons they shall select, shall have the right to ingress and egress over, upon and across the Common Area, the right to store material thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project.

SECTION 4.14

ARCHITECTURAL CONTROL AND EXTERIOR MAINTENANCE:

No building, fence, wall or other structure shall be commenced, erected, altered or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until plans and specifications showing the nature, kind, color, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with. This article shall not affect or in any way be applicable to the Declarants, as Declarants shall initially construct all such facilities as Declarants deem appropriate. In order to preserve a uniform exterior appearance to the buildings, the Association may require and provide for the painting of the buildings, and Common Areas and prescribe the type and color of paint, and may prohibit, require or regulate any modification of decoration thereof undertaken or proposed by any Owner. This power of the Association extends to screens, doors, awnings, railing, or other visible portions of each Unit and all of the Buildings.

SECTION 4.15

EASEMENT DEEMED CREATED:

All conveyances of a Unit hereafter made, whether by the Declarants or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to all of the terms of this Declaration, including without limitation Sections 4.8, 4.9, 4.10, 4.11, and 4.12 above, even though no specific reference to those sections appear in any such conveyance.

ARTICLE 5

DESCRIPTION OF A UNIT:

Every contract for the sale of a Townhome Unit and every other instrument affecting the title to a Unit may describe that Unit by the number shown on the Map with appropriate reference to the Condominium Map and to this Declaration as each appears on the records of the County Recorder of Valley County, Idaho, in the following manner:

Townhome Unit _____, as shown on the Townhome Map for Birdie Glen Townhomes, appearing in the records of Valley County, Idaho, as Instrument No. _____, and as defined and described in that Condominium Declaration for Birdie Glen Townhomes recorded in the records of Valley County, Idaho as Instrument No. _____.

Such description will be construed to describe the Unit, together with appurtenant undivided interest in the Common Area and to incorporate all the rights incident to ownership of a Unit and all the limitations on such ownership as described in this Declaration.

ARTICLE 6

MECHANIC'S LIEN RIGHTS:

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Unit of any other Owner or against any part thereof or against any other property of any other Owner, unless such other Owners have expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Unit in the case of emergency repairs thereof. Labor performed or services or materials furnished for the Project duly authorized by the Association shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his Unit from a lien against two or more Townhome Units or any part thereof by payment to the holder of the lien of the

fraction of the total sum secured by such lien which is attributable to his Townhome Unit.

ARTICLE 7

THE ASSOCIATION:

SECTION 7.1

MEMBERSHIP:

Every Owner, including Declarants, shall be entitled and required to be a member of the Birdie Glen Townhomes Homeowners' Association. If title to a Townhome Unit is held by more than one person, the membership relating to that Townhome Unit shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Townhome Unit is held. An Owner shall be entitled to one membership for each Townhome Unit owned by him. No person or entity other than an Owner may be a member of the Association, and the Articles of Incorporation and Bylaws of the Association always shall so state and shall in addition state that the membership in the Association may not be transferred except in connection with the transfer of a Townhome Unit. Provided, however, that the rights of membership may be assigned to a mortgagee as further security for a loan secured by a lien on a Townhome Unit. In the event a Unit is owned by a corporation or partnership, said corporation or partnership shall state to the Association, an agent or managing partner upon whom notices may be served pursuant to this Declaration.

SECTION 7.2

VOTING RIGHTS:

The total number of votes which may be cast by all members of the Association shall be as set forth in the Articles of Incorporation and Bylaws of the Association and there shall be a maximum of one (1) vote per Unit. If a Unit is jointly owned by more than one party, a voting member shall be designated for that Unit.

SECTION 7.3

AMPLIFICATION :

The provisions of this article are amplified by the Articles of Incorporation of the Association and by the Bylaws of the Association; provided, however, that no present or future provision of such Articles of Incorporation or Bylaws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

SECTION 7.4

AGENT:

The agent for service of process for actions relating to Common Areas shall be the registered agent of the Association. The initial agent shall be PATRICK PHILLIPS whose address is 344 Carmen Drive, P. O. Box 1997, McCall, Idaho 83638. A letter of designation, together with written acceptance by the Agent, shall be filed with the County Auditor.

ARTICLE 8

CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION:

SECTION 8.1

THE MANAGEMENT BODY

The Association is hereby designated to be the "management body" as provided in Sections 55-1503 and 55-1506, Idaho Code and shall administer the project in accordance with the Condominium Property Act of such code, the Articles of Incorporation and Bylaws of the Association and the provisions of this Declaration.

SECTION 8.2

THE COMMON AREA:

The Association, subject to the rights of the Owners set forth in Article 4 hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements

thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be responsible for the maintenance and repair of exterior surfaces of buildings and improvements located on the Project, including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, and all other improvements or materials located within or used in connection with the Common Area, including, but not limited to, exterior lighting in the common areas (including the bulbs). The Association shall maintain in a proper manner all landscaping constituting part of the Common Area. The specification of duties of the Association with respect to a particular Common Area shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence of this Section. The cost of such management, maintenance and repair by the Association shall be borne as provided in Article 9.

SECTION 8.3

MISCELLANEOUS SERVICES:

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

SECTION 8.4

PERSONAL PROPERTY FOR COMMON USE:

The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the

Owners in the same proportion as their respective interest in the Common Area. Such interest shall not be transferrable except with the transfer of a Townhome Unit. A transfer of a Townhome Unit shall transfer to the transferee property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Townhome Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Townhome Unit.

SECTION 8.5

RULES AND REGULATIONS:

The Association may make reasonable rules and regulations governing the use of the Units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations permitted by law.

SECTION 8.6

IMPLIED RIGHTS:

The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles of the Association or its Bylaws and every other right or privilege implied from the existence of any right or privilege reasonably necessary to effectuate any such right or privilege.

ARTICLE 9

ASSESSMENTS:

SECTION 9.1

AGREEMENT TO PAY ASSESSMENT:

Declarants, for Townhome Units owned by them within the Project, and for and as the owner of the Project and every part thereof, hereby covenant, and each Owner of any Townhome Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay the Association annual assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this article. Assessments shall commence for the month a Unit is sold. Upon sale of a Unit, assessments shall be pro-rated based on those required for a calendar year.

SECTION 9.2

AMOUNT OF TOTAL ANNUAL ASSESSMENTS:

The total annual assessments against all Townhome Units shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all established expenses growing out of or connected with the maintenance and operation of the Common Area or furnishing other common services to each Unit, provided that until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the assessment shall be payable monthly and shall be in an amount determined by Declarants to be reasonably adequate to meet the expenses incurred in maintaining Common Areas. Such amount, multiplied by twelve (12), shall be the amount of the first yearly assessment unless otherwise determined by a majority of the Association members. Estimates may include, among other things, expenses of management, taxes and special assessments, until the Townhome Units are separately assessed as provided herein, premiums for all insurance which the Association is required or permitted to maintain pursuant hereto,

landscaping and care of grounds, repairs and maintenance, wages for Association employees, legal and accounting fees, any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus and/or sinking fund, and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

SECTION 9.3

APPORTIONMENT OF ANNUAL ASSESSMENTS:

Expenses attributable to the Common Area and to the Project as a whole shall be levied equally among all the Owners in proportion to the interest in the Common Area owned by each. Each Owner shall be determined to own an undivided one/twelfth interest in the Common Area.

SECTION 9.4

NOTICE OF ANNUAL ASSESSMENTS AND TIME FOR PAYMENT THEREOF:

Annual assessments shall be made on an annual basis, but shall be paid quarterly. The Association shall give notice to each Owner as to the amount of the annual assessments with respect to his Townhome Unit on or before January 1 of each year for the year commencing on such date. Such assessments shall be due and payable in equal quarterly installments on the first day of each calendar year quarter. Each annual assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Townhome Unit for such assessment, but the date when the payment shall become due in such case shall be deferred to a date thirty (30) days after such notice shall have been given.

SECTION 9.5

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized by this article, the Association may levy in any assessment year a special

assessment, payable over such a period as the Association may determine, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided by this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other sections hereof which shall make specific reference to this article. Any amounts shall be assessed to Owners in proportion to the interest in the Common Area owned by each. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it become due and payable if not paid with thirty (30) days after such date. Provided no special assessment shall be levied for capital improvements without an affirmative vote of at least seven (7) of the members. Said vote shall take place at a special or annual meeting as herein provided for.

SECTION 9.6

LIEN FOR ASSESSMENTS:

All sums assessed to any Owner pursuant to this article, together with interest thereon as provided herein, shall be secured by a lien on such Townhome Unit in favor of the Association.

To record a lien for the sum assessed pursuant to this article, the Association shall prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record Owners of the Townhome Unit and a description of the Unit. Such liens shall be effective for a period on one (1) year from the recordation thereof, which period may be extended for one (1) additional year by the Association by recording a written extension thereof. Such notice shall be signed by the Association and may be recorded in the office of the County Recorder of Valley County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale. At the election of the Association such sale may be conducted in

the manner permitted by law for the exercise of powers of sales in deeds of trust. In the alternative, at the election of the Association, the Association may commence an action to require such sale in accordance with an appropriate judicial order in the same manner as sales under writs of execution are conducted. On sale, whether by foreclosure as in the case of a deed of trust, or by judicial action, the Owner shall be required to pay all costs and expenses (including attorney's fees) of such proceeding, and all other reasonable costs and expenses incurred by the Association, it being the intent of this Declaration that the Association be fully reimbursed for all direct and indirect costs and expenses it incurs. The Owner shall also be required to pay to the Association any assessments against the Townhome Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the unit as the Owner thereof.

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

Any encumbrancer holding a lien on the Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien in like amount, including priority.

The Association shall report to any encumbrancer of a Unit any unpaid assessment remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance. Failure to furnish such report shall not affect the validity of the lien.

SECTION 9.7

PERSONAL OBLIGATION OF OWNER:

The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the

Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his Unit.

SECTION 9.8

STATEMENT OF ACCOUNT:

Upon payment of a reasonable fee not to exceed the sum of twenty-five dollars (\$25.00) and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Association shall issue a written statement setting forth the amount of the unpaid assessment, if any, with respect to such Unit, the amount of the current yearly assessment and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including but not limited to, an Owners's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

SECTION 9.9

ASSESSMENT OF DECLARANTS' UNITS:

Notwithstanding other provisions of this Declaration, Units owned by Declarants, and Declarants themselves, shall not be subject to assessment for a period eighteen (18) months from the recording of this Declaration, or until such Units are occupied, whichever occurs first.

ARTICLE 10

USE OF TOWNHOME:

SECTION 10.1

RESIDENTIAL:

Each Townhome Unit shall be used for residential purposes only and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for lodging or residential purposes shall

not be considered to be a violation of this covenant.

SECTION 10.2

USE OF COMMON AREA:

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

SECTION 10.3

PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES:

Without the prior written consent of the Association, nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Association, but for any such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however that any invitee of Declarants shall not under any circumstance be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project. Any proposal to place a propane tank must first obtain the written consent of the Association and shall not be granted unless the tank is underground and screened from view of the public.

SECTION 10.4

ANIMALS:

The Association may by rules or regulations prohibit or limit the raising, breeding or keeping of animals, livestock or poultry in any unit or on the Common Area or any part thereof.

SECTION 10.5

RULES AND REGULATIONS:

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

SECTION 10.6

MAINTENANCE OF INTERIORS:

Each Owner shall keep the interior of his Unit, including without limitation, interior walls, windows, glass, both interior and exterior, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition, and good state of repair, and shall keep the heating equipment and water heater serving his Unit exclusively, in a good state of maintenance and repair.

SECTION 10.7

STRUCTURAL ALTERATIONS:

No alterations to any Unit shall be made that would cause structural weakness or damage to any other unit, and no architectural changes, plumbing, electrical or similar work shall be done by any Owner without the prior written consent of the Association.

ARTICLE 11

INSURANCE:

SECTION 11.1

TYPES OF INSURANCE:

The Association shall obtain and keep in full force and effect at all times, as described in the following sections, insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this article shall not be construed to limit the power or authority of the Association to obtain and maintain other insurance coverage not required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

SECTION 11.2

GENERAL REQUIREMENTS:

The Board shall cause the Association to purchase and maintain at all times as a common expense, a policy or policies and bonds necessary to provide casualty insurance, comprehensive liability insurance, worker's compensation insurance to the extent required by applicable laws; insurance against loss of personal property of the Association by fire, theft or other causes with such deductible provisions as the Board deems advisable; insurance, if available, for the protection of the Association's directors, management of the Association's affairs; and such other insurance the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. The Association shall continuously maintain in effect, casualty and liability insurance for townhome projects established by the Federal National Mortgage Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Association so long as they are Mortgagees or Owners of a Unit within the Project, except to the extent such coverage is not available or has been waived in writing by any of the aforesaid entities which is a Mortgagee or Owner. All such insurance policies shall provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to any and all insureds named therein, including

Owners, Mortgagees and designated servicers of Mortgagees.

SECTION 11.3

CASUALTY INSURANCE:

The casualty insurance shall, at a minimum, consist of a standard form of fire insurance policy with extended coverage endorsement in an amount equal to the full replacement value (i.e. 100% of current replacement cost exclusive of land, foundation, excavation and other items normally excluded from coverage) of the Common Areas, Units and all fixtures and equipment belonging to the Association. The policy shall insure against such other risks as are customarily covered with respect to residential condominium projects of similar construction in the area in which the Project is located. In the event Declarants initially, or later thereafter the Association, indicate in writing to one or more Mortgagees that it will maintain any particular insurance coverage while such Mortgagees retains an interest in any one or more Units, then for such period of time the Declarants or Association shall maintain coverage as agreed or represented to such Mortgagee. The policy or policies shall provide for separate protection over each Unit to the full insurable replacement value thereof and a separate loss payable endorsement in favor of the Mortgagee or Mortgagees of each unit. The named insured under any such policy shall be the Association, as trustee for the use and benefit of the Unit Owners, or its authorized representative. The policy shall provide that notwithstanding any provision thereof which gives the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Association.

SECTION 11.4

COMPREHENSIVE PUBLIC LIABILITY INSURANCE:

The comprehensive policy of public liability insurance shall insure the Board, the Association, the Owners, Declarants and managing agent, and cover all the Common Areas and facilities in the Project with a "severability of interest endorsement" or equivalent coverage which would preclude the insurer from denying the claim of any Owner because of the negligent acts of the Association or of another Owner, and shall include protection

against water damage liability, liability for non-owned and hired automobile, liability for property of others, and such other risks as are customarily covered with respect to residential townhome projects of similar construction in the area in which the project of similar construction is located. The limits of liability shall be not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence.

SECTION 11.5

ADDITIONAL POLICY PROVISIONS:

The insurance obtained pursuant hereto shall contain the following provisions and limitations:

SECTION 11.5.1

In no event shall the insurance coverage be brought into contribution with insurance purchased by the Owners or their Mortgagees.

SECTION 11.5.2

Coverage shall not be prejudiced by (A) any act or neglect of an Owner when such act or neglect is not within the control of the Association or (B) failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control.

SECTION 11.5.3

A waiver of subrogation by the insurer as to any and all claims against the Association, the Owners, and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

SECTION 11.5.4

A standard mortgagee clause commonly accepted by private institutional mortgage investors on properties which are condominium units in the area in which the project is located.

SECTION 11.5.6

Each owner may obtain additional insurance on his Unit and its contents at his own expense but only if the Owner's insurance does not decrease the amount that the Association, on behalf of all the Owners, will realize under any insurance policy that the Association may have in force on the Project. Each Owner shall notify the Association of all improvements by the Owner of his Unit, the value of which is in excess of ONE THOUSAND DOLLARS (\$1,000.00). Any Owner who obtains individual insurance policies covering any portion of the Project other than personal property belonging to him shall file a copy of his individual policy or policies with the Association within thirty (30) days after he buys it.

ARTICLE 12

CASUALTY DAMAGE OR DESTRUCTION:

SECTION 12.1

AFFECTS TITLE:

Title to each Unit is hereby made subject to the terms and conditions hereof, which bind the Declarants and all Owners, whether or not it be so expressed in the deed by which any Owner acquires his Unit. Nothing herein shall indicate that other provisions of this Declaration are not similarly binding upon all Owners whether or not so expressed in any deed or other conveyance.

SECTION 12.2

ASSOCIATION AS AGENT:

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

SECTION 12.3

GENERAL AUTHORITY OF THE ASSOCIATION:

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

In the event any mortgagee should fail or refuse to agree not to rebuild, the Association shall have the option to purchase such mortgage by payment in full of the amount secured thereby if the Owners are in unanimous agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under Article 9 of this Declaration.

SECTION 12.4

ESTIMATE OF COSTS:

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

SECTION 12.5

REPAIR OR RECONSTRUCTION:

As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the

Owners, and the express consent of the Owners shall not be required. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event, the number of cubic feet and the number of square feet of any unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the buildings shall be substantially the same as prior to damage or destruction.

SECTION 12.6

FUNDS FOR RECONSTRUCTION:

The proceeds of any insurance collected shall be available to the Association for the purpose of repair and reconstruction, If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article 9 hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in that article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

SECTION 12.7

DISBURSEMENTS OF FUNDS FOR REPAIR OR RECONSTRUCTION:

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

SECTION 12.8

DECISION NOT TO REBUILD:

If all Owners and all holders of first mortgages on Units agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of condemnation of the Project under Article 13, Section 13.3 (Complete Taking).

ARTICLE 13

CONDEMNATION:

SECTION 13.1

CONSEQUENCES OF CONDEMNATION:

If at any time all or any part of the Project shall be taken or condemned under the power of eminent domain or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply:

SECTION 13.

PROCEEDS:

All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award" shall be payable to the Association.

SECTION 13.3

COMPLETE TAKING:

In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership in a Unit pursuant hereto shall terminate. The condemnation award shall be apportioned among the Owners in proportion to the respective amounts originally paid to Declarants for the purchase of the Units exclusive of the amounts paid for personal property, provided that if a standard, different from the value of the Project as a whole is employed to measure the

condemnation award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principal set forth in the last proceeding paragraph, the Association shall as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable.

SECTION 13.4

PARTIAL TAKING:

In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, Owners shall be entitled to a share of the condemnation-award to be determined in the following manner: as soon as practicable the Association shall reasonably and in good faith, allocate the condemnation award between the compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows:

(A) The total amount allocated to taking of or injury to the Common Area shall be apportioned equally among owners,

(B) The total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned,

(C) The respective amounts allocated to the taking or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved, and,

(D) The total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award, the Association shall employ such allocation to the extent it is relevant and applicable.

SECTION 13.5

REORGANIZATION:

In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting right, and assessment ratio determined in accordance with this Declaration as its inception and shall submit such reallocation to the Owners of the remaining Units for amendment of this Declaration as provided in Article 14 hereof.

SECTION 13.6

RECONSTRUCTION AND REPAIR:

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

ARTICLE 14

AMENDMENT TO DECLARATION:

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than three-fourths (3/4) of the Owners. Any amendment must be recorded.

ARTICLE 15

PERIOD OF OWNERSHIP:

The ownership created by this Declaration and the Map shall continue until this Declaration is terminated.

ARTICLE 16

MISCELLANEOUS:

SECTION 16.1

COMPLIANCE WITH PROVISIONS OF DECLARATION AND BYLAWS OF THE ASSOCIATION:

Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the Bylaws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

SECTION 16.2

REGISTRATION OF MAILING ADDRESS:

Each Owner shall register his mailing address with the Association and all notices or demands intended to be served upon any owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. In case of a corporation or partnership ownership, the entity shall designate the corporate agent or voting Owner upon whom notice shall be made, leaving with the Association a correct address. Service upon the voting Owner shall be service upon all Owners, and action or inaction by the voting Owner shall be binding on all Owners. All notices or demands intended to be served upon any mortgagee shall be given by registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the mortgagee furnishes the Association with such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this section shall be deemed given when deposited in the United States Mail in the form provided for in this section.

SECTION 16.3

TRANSFER OF DECLARANTS' RIGHTS:

Any right or any interest reserved hereby to the Declarants may be transferred or assigned by the Declarants either separately or with one or more of such rights or interest, to any person or entity. Provided, however, if at the time of such transfer, whether voluntary or involuntary, there exists an outstanding assessment or indebtedness, any such amounts, together with accrued interest, shall be payable to the Association as a condition of transfer, whether then subject to lien or not.

SECTION 16.4

OWNER'S OBLIGATIONS CONTINUE:

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

SECTION 16.5

NUMBER AND GENDER:

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

SECTION 16.6

SEVERABILITY:

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

SECTION 16.7

STATUTE:

The provisions of this Declaration shall be additional and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law. In the event of a conflict, this Declaration shall control unless the conflicting provision is mandatory.

Andre Fernand
Andre Fernand

By Patrick Phillips
Patrick Phillips
Attorney In Fact

Paulette Fernand
Paulette Fernand

By Patrick Phillips
Patrick Phillips
Attorney In Fact

STATE OF)
County of Valley) ss.

On this 13 day of January, in the year 2000, before me, Myron Don Gilbert, a Notary Public personally appeared Patrick Phillips, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Andre Fernand and Paulette Fernand, and acknowledged to me that he subscribed the names of Andre Fernand and Paulette Fernand thereto as principals, and his own name as attorney in fact.

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:

Residing at: *New Meadows*

Commission Expires: *10/2000*

245430

TYPE: *New*

LELAND HEINRICH

VALLEY COUNTY RECORDER

BY: *J. H. Henry*

FEE: *177.00*

'00 JUN 24 AM 11 55

Patricia Phelan

REQUESTED BY
RECORDED

