

# **TIMBERLOST VI ESTATES**

Supplemental Declaration of Covenants, Conditions and Restrictions

Modernized Presentation Edition

Original legal wording preserved exactly as contained within the recorded document.

#174581  
7-26-90

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CENTRAL IDAHO TITLE  
REQUESTED BY: [redacted]  
174581  
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SUPPLEMENTAL DECLARATION  
OF  
De 2 misc COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
X. Headless  
126.00  
TIMBERLOST VI ESTATES

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1 SUPPLEMENTAL DECLARATION  
2 OF  
3 COVENANTS, CONDITIONS AND RESTRICTIONS  
4 FOR  
5 TIMBERLOST VI ESTATES

6 \* \* \* \* \*

7 RECITALS:

8 WHEREAS, D & D Development, a partnership, the Grantor,  
9 is the owner of parcels of real property in Valley county, Idaho,  
10 hereinafter referred to as "Timberlost VI Estates" of "The  
11 Timbers", and more particularly described as follows:

12 A parcel of land situate in the SW 1/4 of the NW 1/4 of Section  
13 10, T. 18 N., R. 3 E., B.M., City of McCall, Valley County,  
14 Idaho, more particularly described as follows:

15 Commencing at a brass cap marking the west 1/4 corner of  
16 Section 10, T. 18 N., R. 3 E., B.M., City of McCall, Val-  
17 ley County, Idaho; thence, S. 89° 47' 23" E., 10.50 feet  
18 along the center section line of said Section 10, to the  
19 REAL POINT OF BEGINNING:

20 Thence, N. 0° 08' 40", E., 688.51 feet along a line  
21 parallel to and 10.50 feet easterly  
22 of the westerly boundary of said Section 10,  
23 thence, S. 89° 49' 10" E., 96.84 feet,  
24 thence, N. 20° 24' 00" E., 387.25 feet,  
25 thence, N. 34° 33' 00" E., 274.34 feet,  
26 thence, S. 63° 53' 30" E., 226.55 feet,  
thence, S. 49° 37' 00" W., 138.00 feet,  
thence, S. 42° 19' 00" W., 188.00 feet,  
thence, S. 17° 39' 00" W., 242.00 feet,  
thence, S. 10° 27' 00" W., 374.31 feet,  
thence, S. 00° 07' 00" W., 321.09 feet,  
thence, S. 89° 47' 23" E., 140.30 feet along a  
line parallel to and 30 feet northerly of said  
center section line,  
thence, N. 14° 47' 00" E., 436.25 feet,  
thence, N. 13° 23' 00" E., 258.00 feet,  
thence, N. 27° 44' 00" E., 192.00 feet,  
thence, N. 35° 44' 00" E., 174.00 feet,  
thence, S. 89° 53' 00" E., 198.26 feet,  
thence, S. 10° 25' 00" W., 182.49 feet,  
thence, S. 11° 11' 00" W., 156.86 feet,

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1 Declaration

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2 thence, S. 22° 05' 00" W., 235.22 feet,  
3 thence, S. 35° 13' 00" W., 288.81 feet,  
4 thence, S. 09° 39' 00" W., 127.00 feet,  
5 thence, S. 71° 34' 00" E., 121.00 feet,  
6 thence, N. 67° 14' 00" E., 108.00 feet,  
7 thence, N. 33° 25' 00" E., 477.00 feet,  
8 thence, N. 19° 48' 00" E., 193.00 feet,  
9 thence, N. 00° 07' 00" E., 250.00 feet,  
10 thence, N. 03° 25' 00" E., 164.99 feet,  
11 thence, S. 89° 53' 00" E., 179.44 feet to the  
12 easterly boundary of said SW 1/4 of the NW  
13 1/4,  
14 thence, S. 00° 09' 08" W., 1102.19 feet to the  
15 CE 1/16 corner of said Section 10,  
16 thence, N. 89° 47' 23" W., 1309.16 feet to the  
17 POINT OF BEGINNING, containing 20.244 acres,  
18 more or less.

19 Bearing based on State Plane Grid Azimuth.

20 WHEREAS, the "Timberlost VI Estates" are located sur-  
21 rounding the McCall Golf Course, and it is the desire and intent  
22 of the Grantors to create a residential Subdivision and Condo-  
23 minium Project for the enjoyment and convenience of the persons  
24 living in such project, in accordance with the Master Declaration  
25 of "The Timbers", of which this is a portion; and

26 WHEREAS, the primary objectives of the development are as  
follows:

1. To create a residential subdivision and condominium project that will provide a high quality of living, maximum enjoyment of home and neighborhood and maximum protection of property value through:
  - A. The best application possible of available land design;
  - B. High quality of common aesthetics affecting the land, landscaping and building and other improvements;
  - C. High quality of design and construction with respect to all improvements;
  - D. Reasonable restrictions, competent, efficient and cost effective administration and management and a system of self-governing bodies;

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2 E. High standards of maintenance of the individual  
3 condominium units, lots, common areas, open areas and  
4 improvements thereof;

5 2. To reward the Grantors with a reasonable profit and  
6 to enhance the personal reputation of the Grantors as a  
7 developer, commensurate with the quality of the develop-  
8 ment and the risks undertaken; and

9 WHEREAS, the Grantors intend to perform the necessary  
10 acts of development according to a general theme and criteria  
11 consistent with the primary objectives of the development and in  
12 accordance with the said Master Declaration; and

13 WHEREAS, the Grantors plan to develop on the developed  
14 sites, lots for single family residences and others for use as  
15 Condominiums, and to further develop and integrate therewith cer-  
16 tain Common Areas, Open areas, Greenbelt Areas and other  
17 facilities, provide for means of ingress and egress, furnish nec-  
18 essary maintenance and utility services, and provide certain  
19 recreational facilities and open areas; and

20 WHEREAS, this Supplemental Declaration shall apply to  
21 open areas and Greenbelt areas only in a limited and restricted  
22 sense, the purpose for such limited application being that of  
23 providing for the construction and maintenance of certain  
24 improvements and/or the establishment and preservation of certain  
25 aesthetic conditions; and

26 WHEREAS, in order to assure achieving the primary objec-  
tives of the overall development certain Covenants, Conditions  
and Restrictions applicable to the entire development regardless  
of use, hereinafter referred to as "Supplemental Declaration" are  
formulated and set forth hereinafter in accordance with said Mas-  
ter Declaration; and

WHEREAS, because Grantors are developing the development  
for several homogeneous uses, all of which are part of the common  
plan, but each of which has different characteristics, needs and  
requirements, the grantor will from time to time throughout the  
development process, develop and promulgate further Conditions,  
Covenants and Restrictions hereinafter referred to as "Further  
Supplemental Declarations" relating to certain tracts or parcels  
of real property with similar uses, needs and characteristics  
within the development; and

WHEREAS, in order to achieve the primary objectives of  
the development it is necessary, both with respect to the overall  
development and to the individual tracts, to control the design,

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1 Declaration

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2 architecture, construction and quality of improvements placed  
3 upon the development, both during the development and thereafter  
and to provide for the continuing maintenance of the same; and

4 WHEREAS, to achieve the primary objectives of the devel-  
5 opment it is necessary to provide for a system of self-government  
6 by owners of the development as a whole, hereinafter referred to  
7 as "Association" consistent with the overall needs and require-  
8 ments of the development which will provide for certain manage-  
9 ment maintenance and self-government and which will meet the  
10 needs of the residents of the project, consistent with the Master  
11 Declaration, this Supplemental Declaration and the development as  
a whole. Such Association shall perform discretionary acts,  
12 finance needed maintenance and improvements, promulgate policies,  
13 enforce the provisions of the Master Declaration, this Supplemen-  
14 tal Declarations and the Rules, Regulations and Standards  
15 promulgated thereunder, provide for review and decisions regard-  
16 ing disputes and act on other matters of common interest to resi-  
17 dents of the development; and

18 WHEREAS, efficiency of time and expense demands that such  
19 provisions, procedures, etc., be provided for and performed in  
20 such a manner as to provide uniformity and efficiency consistent  
21 with the Master Declaration, and this Supplemental Declaration  
22 and to avoid duplication of functions; and

23 WHEREAS, the Grantors, in order to assure that the objec-  
24 tives of the development are achieved, will control the manage-  
25 ment and government of the development throughout the major  
26 portion of its development, providing for the initiation and  
eventual takeover of all management functions by owners and resi-  
dents of the development near the conclusion and completion of  
the development process; and

WHEREAS, the Grantors recognize that in order to achieve  
and maintain the objectives of the development and to assist the  
Association members with the management and self-government of  
the associations, professional management must be procured and  
utilized initially and on an ongoing basis, it being further rec-  
ognized that the majority of the association members will be  
inexperienced in property management and will need to retain  
professional, competent management assistance in order to effec-  
tively meet the responsibilities and carry out the management  
functions necessary to achieve the objectives of the development  
and the responsibilities with which the association is charged.

DECLARATION

NOW, THEREFORE, Grantors hereby declare that the develop-

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1 Declaration

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2 ment is and shall be held, conveyed, encumbered, leased, main-  
3 tained and used subject to the Master Declaration of "The  
4 Timbers" and the following uniform Covenants, Conditions,  
5 Restrictions and Equitable Servitudes in furtherance of a plan  
6 for the subdivision, the condominium units, improvement and sale  
7 of the development, and to enhance the value, desirability and  
8 attractiveness of such property. The restrictions set forth  
9 herein shall run with the real property included within the  
10 development; shall be binding upon all persons having or acquir-  
11 ing any interest in such real property or any part thereof; shall  
12 inure to the benefit of every portion of such real property and  
13 any interest therein and shall inure to the benefit of and be  
14 binding upon Grantors, their successors in interest, each Owner  
15 and his respective successors in interest, and may be enforced by  
16 Grantors, by any Owner or his successors in interest, or by the  
17 Association.

18 The Master Declaration and this Supplemental Declaration  
19 shall not be construed so as to unreasonably interfere with or  
20 prevent normal construction activities during the construction of  
21 improvements by any owner (including Grantors) upon property  
22 within the development, provided that when completed such  
23 improvements will in all ways conform to the requirements of the  
24 Master Declaration and this Supplemental Declaration.  
25 Specifically, no such construction activities shall be deemed to  
26 constitute a nuisance or violation of these Declarations 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, these Declarations shall not be construed as to  
prevent or limit Grantors' right to maintain model homes, on any  
property in the development owned by Grantors or on property, the  
Owner of which consents to such use, nor Grantors' right to post  
signs incidental to construction, sales or leasing.

This Declaration shall apply to the subdivision lots and  
the condominium units, when developed, and which shall be known  
as "Timberlost VI Estates".

ARTICLE I.

TYPE OF OWNERSHIP.

Ownership of individual lots shall be fee simple and the  
condominium project will provide a means of ownership in fee simple  
of separate interests in units and for co-ownership with others  
and the owners of lots, as tenants in common, of Common Area,

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1 Declaration Timberlost VI Estates

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2 as those terms are herein defined.

3 ARTICLE II.

4 DEFINITIONS.

5 The following terms shall have the following meanings  
6 when used herein unless the context otherwise requires.

7 Section 2.1.

8 Association.

9 "Association" means the "Timberlost VI Estates,  
10 Homeowners Association, Inc.", an Idaho corporation, not  
11 for profit, its successors and assigns, organized as pro-  
12 vided herein.

13 Section 2.2.

14 Building.

15 "Building" means one of the buildings constructed  
16 on the real property pursuant to this Declaration,  
17 excepting structures containing no living quarters and  
18 used primarily for automobile parking or storage.

19 Section 2.3.

20 Common Area.

21 "Common Area" means the entire Project excepting  
22 all individual lots and condominium units.

23 Section 2.4.

24 Condominium.

25 "Condominium" means a separate interest in a unit  
26 together with an equal undivided interest in common in  
the Common Area.

Section 2.5.

Condominium Map.

"Condominium Map" means collectively the Condo-  
minium Map (consisting of a plat or survey map of the  
surface of the ground of the real property showing a sur-

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2 vey and legal description thereof, the location of each  
3 building with respect to the boundaries of the real  
4 property, together with diagrammatic floor plans of the  
5 building showing the boundaries of each unit within each  
6 building, including horizontal and vertical locations and  
7 dimensions of all boundaries of each unit, unit number  
8 identifying the units, and such other information as may  
9 be included thereon at the discretion of the Declarant)  
10 to be filed for record in the real property records of  
11 Valley County, Idaho.

12 Section 2.6.

13 General Common Area.

14 "General Common Area" means all Common Area  
15 excepting all Limited Common Area, individual lots and  
16 condominium units.

17 Section 2.7.

18 Limited Common Area.

19 "Limited Common Area" means that Common Area des-  
20 ignated herein for exclusive use by Owners of particular  
21 lots or condominium units.

22 Section 2.8.

23 Mortgage.

24 "Mortgage" means any mortgage, deed of trust, or  
25 other security instrument by which a lot or condominium  
26 unit, or any part thereof is encumbered.

Section 2.9.

Mortgagee.

"Mortgagee" means any person or any successor to  
the interest of such person named as the mortgagee, trust  
beneficiary, or creditor under any mortgage as defined in  
Article II, Section 2.8. under which the interest of any  
Owner or successor to the interest of such Owner is  
encumbered.

Section 2.10.

Owner.

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2  
3 "Owner" means any person or entity including  
4 Declarant, at any time owning a lot or condominium unit.  
5 the term "Owner" shall not refer to any mortgagee, as  
6 herein defined, unless such mortgagee has acquired title  
7 pursuant to foreclosure or any proceeding in lieu of  
8 foreclosure.

9 Section 2.11.

10 The Project.

11 The term "Project" shall collectively mean the  
12 Real Property, the lots, the condominium units and all  
13 buildings and other improvements located on the Real  
14 Property.

15 Section 2.12.

16 Subdivision Map.

17 "Subdivision Map" means the Subdivision Map for  
18 the "Timberlost VI Estates" to be filed for record in the  
19 office of the Valley County Recorder, consisting of a  
20 survey map of the surface of the grounds of the real  
21 property showing a survey and legal description thereof,  
22 the location of each lot or condominium development, with  
23 respect to the boundaries of the real property, the lot  
24 number, building number, or designation thereof, together  
25 with such other information as may be included thereon in  
26 the discretion of the Declarant. A copy of said subdivi-  
sion map is attached hereto as Exhibit "A" and by this  
reference made a part hereof.

Section 2.13.

Survey Map.

"Survey Map" means the Subdivision Map for the  
"Timberlost VI Estates" which is or shall be recorded.

Section 2.14.

Units.

"Units" means the separate interest in a condo-  
minium as bounded by the interior surfaces of the perime-  
ter walls, floors, and ceilings and as bounded by the  
exterior surfaces of the windows and doors thereof and

2 the interior surfaces of built-in fireplaces as shown and  
3 numbered on the Condominium Map to be filed for record,  
4 together with all fixtures and Improvements therein  
5 contained. Notwithstanding such markings, the following  
6 are not part of a "Unit": bearing walls, columns, floor  
7 and roofs (except for the interior surface thereof, if a  
8 perimeter wall, floor or ceiling), foundations, clothes  
9 chutes, shafts, central hearing systems, central  
10 air-conditioning equipment, reservoirs, tanks, pumps and  
11 other services used by more than one Unit, pipes, vents,  
12 ducts, flutes, chutes, conduits, wires, except the out-  
13 lets thereof when located within the Unit. The exterior  
14 surfaces of the perimeter window or door means the points  
15 at which such surfaces are located when such windows or  
16 doors are closed; the physical windows and doors them-  
17 selves are not part of the Common Area as herein defined.

18 ARTICLE III.

19 STATEMENT OF INTENTION AND PURPOSE.

20 Declarant hereby declares that the Project and every part  
21 thereof is held and shall be held, conveyed, devised, leased,  
22 rented, encumbered, used, occupied and improved and otherwise  
23 affected in any manner subject to the provisions of this  
24 Declaration, each and all of which provisions are hereby declared  
25 to be in furtherance of the general plans and scheme of the indi-  
26 vidual lots and condominium ownership referred to in Article I.  
and are further declared to be for the benefit of the Project and  
every part thereof and for the benefit of each Owner. All provi-  
sions hereof shall be deemed to run with the land as covenants  
running with the land or as equitable servitudes as the case may  
be, and shall constitute benefits and burdens to the Declarant  
and their assigns and to all persons hereafter acquiring or own-  
ing any interest in the Project, however such interest may be  
obtained.

ARTICLE IV.

NATURE AND INCIDENTS OF OWNERSHIP.

Section 4.1.

Estates of an Owner.

The Project is hereby divided into individual lots and  
condominium units, each consisting of a separate interest in a  
lot or condominium unit and an equal undivided interest in common  
in the Common Area. The percentage of ownership interest in the

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2 Common Area which is to be allocated to each lot and condominium  
3 unit for purposes of tax assessment shall be equal for the reason  
4 that each owner enjoys approximately the same benefits from the  
5 Common Area and should share equally in the liability.

6 Section 4.2.

7 Limited Common Area.

8 "Limited Common Area" shall consist of: driveways,  
9 patios, carports, parking spaces, and other areas designated as  
10 "Limited Common" on the Subdivision or Condominium Map. All Limited  
11 Common Areas shall be used in connection with the designated  
12 lot or condominium unit to the exclusion of the use thereof by  
13 the other owners of Common Area except by invitation.

14 Section 4.3.

15 Right to Combine Units.

16 Declarant reserves the right to combine physically the  
17 lots or condominium units, or the area or space of one lot or  
18 condominium unit with the area or space of one or more adjoining  
19 lots or condominium units. Such combination shall not prevent  
20 separate ownership of such lots or condominium units in the  
21 future. Declarant reserves the right to designate and convey to  
22 any purchaser of such combined lots or condominium units as additional  
23 Limited Common Area, any separations between lots or condominium  
24 units so combined, or any space which would be occupied  
25 by such separations but for the combination of the lots or condominium  
26 units. Such separations and such space shall automatically become  
General Common Area if the combined lots become subject to separate ownership in the future.

Section 4.4.

Title.

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

Section 4.5.

Inseparability.

No part of a lot, condominium unit or of the legal rights comprising ownership of the same may be separated from any other part thereof during the period of the undivided interest in the

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2 Common Area appurtenant to such lot or condominium unit and shall  
3 always be conveyed, devised, encumbered, and otherwise affected  
4 only as a complete lot or condominium unit. Every gift, devise,  
5 bequest, transfer, encumbrance, conveyance or other disposition  
6 of a lot or condominium unit or any part thereof shall be pre-  
sumed to be a gift, devise, bequest, transfer, encumbrance, or  
conveyance, respectively, of the entire lot or condominium unit,  
together with all appurtenant rights, created by law or by this  
Declaration.

7 Section 4.6.

8 Partition not Permitted.

9 The Common Area shall be owned in common by all owners of  
10 lots and condominium units, and no owner may bring any action for  
partition thereof.

11 Section 4.7.

12 Owner's Right to Common Area.

13 Subject to the limitations contained in the Master Decla-  
14 ration or this Supplemental Declaration, each Owner shall have  
15 the nonexclusive right to use and enjoy the General Common Area,  
16 and shall have the exclusive right to use and enjoy the Limited  
17 Common Area designated herein for the exclusive use by such  
18 Owner.

19 Section 4.8.

20 Taxes and Assessments.

21 Each Owner shall execute such instrument and take such  
22 actions as may reasonably be specified by the Association to  
23 obtain separate real property tax assessments of the interest of  
24 each Owner in each lot or condominium unit. If any taxes or spe-  
25 cial district or other assessments may, in the opinion of the  
26 Association, nevertheless, be a lien on the Project or any part  
thereof, the Association shall pay the same and assess the same  
to the Owner or Owners responsible therefor. Each Owner shall  
pay the taxes or assessments assessed against his lot or condo-  
minium unit, or interest therein, or his interest in the Common  
Area, or any part of any or all of the foregoing. Each Owner  
shall pay all taxes, rates, impositions and assessments levied  
against the Project or any part of the Common Area in proportion  
to his interest in the Common Area, such payment to be made to  
the Association at least Thirty (30) days prior to the delin-  
quency of such tax or assessment, or may be paid on a monthly

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2 basis if prescribed by the Association. Each such unpaid tax or  
3 assessment shall bear interest at the rate of Ten percent (10%)  
4 per annum from and after the time the same becomes payable by  
each Owner and shall be secured by the Lien created by Section  
9.6 hereof.

5 Section 4.9.

6 Owner's Right with Respect to Interiors.

7 The Owner of a individual lot or condominium unit shall  
8 have all rights and obligations concerning the construction and  
9 maintenance of improvements thereon, in accordance with the Mas-  
ter Declaration.

10 Section 4.10.

11 Easements for Encroachments.

12 If any part of the Common Area encroaches or shall here-  
13 inafter encroach upon a lot or condominium unit, an easement for  
14 such encroachment and for the maintenance of the same shall and  
15 does exist. If any part of a lot or condominium unit encroaches  
16 or shall hereafter encroach upon the Common Area, or upon an  
17 adjoining lot or condominium unit, an easement for such  
18 encroachment and for the maintenance of the same shall and does  
19 exist. Such encroachments shall not be considered to be  
20 encumbrances either on the Common Area, the lots or condominium  
21 unit. Encroachments referred to herein include, but are not lim-  
22 ited to, encroachments caused by settling, rising or shifting of  
23 the earth, or by changes in position caused by repair of recon-  
24 struction of the Project or any part thereof.

25 Section 4.11.

26 Easements for Access for Repair, Maintenance and Emergencies.

Some of the Common Area and utilities are or may be  
located within the lots or condominium units or may be conve-  
niently accessible only through the lots or condominium units.  
The Owners of other lots or condominium units shall have the  
irrevocable right, to be exercised by the Association as their  
agent, to have access to each lot or condominium unit and to all  
Common Area from time to time during such reasonable hours as may  
be necessary for the maintenance, repair or replacement of any of  
the Common Area located therein or accessible therefrom or for  
making emergency repairs therein necessary to prevent damage to  
the Common Area or to another lot or condominium unit. The Asso-  
ciation shall also have such right independent of any agency

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2 relationship. Damage to any part of a lot or condominium unit  
3 resulting from the maintenance, repair, emergency repair or  
4 replacement of any of the Common Area or as a result of emergency  
5 repairs within another lot or condominium unit at the instance of  
6 the Association or of Owners shall be an expense of all of the  
7 Owners; provided, however, that if such damage is the result of  
8 negligence of the Owner of a lot or condominium unit, then such  
9 Owner shall be financially responsible for all of such damage.  
10 Such damage shall be repaired and the property shall be restored  
11 substantially to the same condition as existed prior to damage.  
12 Amounts owing by Owners pursuant hereto shall be collected by the  
13 Association by Assessment pursuant to Article IX below.

8 Section 4.12.

9 Owner's Right to Ingress and Egress and Support.

10 Each Owner shall have the right to ingress and egress  
11 over, upon and across the Common Area necessary for access to his  
12 lot or condominium unit and to the Limited Common Area designated  
13 for use in connection with his lot or condominium unit, and and  
14 such rights shall be appurtenant to and pass with the title to  
15 each lot and condominium unit.

14 Section 4.13.

15 Association's Right to Use of Common Area.

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

18 Section 4.14.

19 Declarant's Right Incident to Construction.

20 Declarant, and persons they shall select, shall have the  
21 right to ingress and egress over, upon and across the Common  
22 Area, the right to store materials thereon and to make such other  
23 use thereof as may be reasonably necessary incident to complete  
24 development of the Project.

23 Section 4.15.

24 Architectural Control and Exterior Maintenance.

25 No building, fence, wall or other structure shall be  
26 commenced, erected, altered or maintained upon the Project, nor

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2 shall any exterior addition to or change or alteration therein be  
3 made until the plans and specifications showing the nature, kind,  
4 shape, height, materials and location of the same shall have been  
5 submitted to and approved in writing as to harmony of external  
6 design and location in relation to surrounding structures and  
7 topography by the Architectural Committee as set forth in the  
8 Master Declaration.

9 Section 4.16.

10 Easements Deemed Created.

11 All conveyances of lots or condominium units hereafter  
12 made, whether by the Declarant or otherwise, shall be construed  
13 to grant and reserve such reciprocal easements as shall give  
14 effect to Sections 4.10, 4.11, 4.12, 4.13 and 4.14 above, even  
15 though no specific reference to such easements or to those sec-  
16 tions appears in any such conveyance.

17 ARTICLE V.

18 DESCRIPTION OF A LOT OR CONDOMINIUM UNIT.

19 Section 5.01.

20 Subdivision Lot.

21 Every contract for the sale of a Lot and every other  
22 instrument affecting title to a Lot may describe that Lot by the  
23 number shown on the Subdivision Map with appropriate reference to  
24 the Subdivision Map and to this Declaration as each appears on  
25 the records of the County Recorder of Valley County, Idaho, in  
26 the following manner:

Lot \_\_\_\_\_, as shown on the Subdivision Map for "Timberlost  
VI Estates" appearing in the Records of Valley County,  
Idaho, as Instrument No. \_\_\_\_\_, and as defined and  
described in that Declaration for "Timberlost VI Estates"  
recorded in the records of Valley County, Idaho, as  
Instrument No. \_\_\_\_\_.

Section 5.02.

Condominium Unit.

Every contract for the sale of a condominium unit and  
every other instrument affecting title to a condominium unit may  
describe that condominium unit by the number shown on the Condo-  
minium Map with appropriate reference to the Condominium Map and

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2 to this Declaration as each appears on the records of the Count  
3 Recorder of Valley County, Idaho, in the following manner:

4 Condominium Unit \_\_\_\_\_, as shown on the Condominium Ma  
5 for "Timberlost VI Estates" appearing in the Records o  
6 Valley County, Idaho, as Instrument No. \_\_\_\_\_, and a  
7 defined and described in that Declaration for "Timberlos  
8 VI Estates" recorded in the records of Valley County  
9 Idaho, as Instrument No. \_\_\_\_\_.

Section 5.03.

Generally.

Such description will be construed to describe the lot of  
condominium unit, and the Limited Common Area provided for in the  
Subdivision or Condominium Map, including storage and carports,  
together with the appurtenant undivided interest in the Common  
Area, and to incorporate all the rights incident to ownership of  
a lot or condominium unit and all the limitations on such owner-  
ship as described in the Master Declaration or this Supplemental  
Declaration.

ARTICLE VI.

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 lot or condominium unit of any other Owner,  
or against any part thereof, or against any other property of any  
other Owner, unless such other Owner has expressly consented to  
or requested the performance of such labor or furnishing of such  
materials or services. Such express consent shall be deemed to  
have been given by the Owner of any lot or condominium unit in  
the case of emergency repairs thereof. Labor performed or ser-  
vices or materials furnished for the Project, if duly authorized  
by the Association shall be deemed to be performed or furnished  
with the express consent of each Owner. Any Owner may remove his  
lot or condominium unit from a lien against two or more lots or  
condominium 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 lot or condominium unit.

ARTICLE VII.

THE ASSOCIATION.

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2 Section 7.1.

3 Membership.

4 The Articles of Incorporation and the By-Laws of the  
5 Association are hereby made a part of this Declaration. Every  
6 Owner, including Declarant, shall be entitled and required to be  
7 a member of the Association. If title to a lot or condominium  
8 unit is held by more than one person, the membership relating to  
9 that lot or condominium unit shall be shared by all such persons  
10 in the same proportionate interests and by the same type of ten-  
11 ancy in which the title to the lot or condominium unit is held.  
12 An Owner shall be entitled to one membership for each lot or con-  
13 dominium unit owned by him. No person or entity other than an  
14 Owner may be a member of the Association, and the Articles of  
15 Incorporation or By-Laws of the Association always shall so state  
16 and shall, in addition, state that the membership in the Associa-  
17 tion may not be transferred except in connection with the trans-  
18 fer of a lot or condominium unit. Provided, however, that the  
19 rights of membership may be assigned to a Mortgagee as further  
20 security for a loan secured by a lien on a lot or condominium  
21 unit. In the event a lot or condominium unit is owned by a cor-  
22 poration or partnership, said corporation or partnership shall  
23 state to the Association, an agent or managing partner upon whom  
24 notices may be served pursuant to this Declaration.

15 Section 7.2.

16 Voting Rights.

17 The total number of votes which may be cast by all mem-  
18 bers of the Association shall be as set forth in the Articles of  
19 Incorporation and By-Laws of the Association and each Owner shall  
20 be entitled to one vote.

20 Section 7.3.

21 Amplification.

22 The provisions of this Declaration are amplified by the  
23 Master Declaration, Articles of Incorporation of the Association  
24 and by the By-Laws of the Association; provided, however, that no  
25 present or future provision of such Articles of Incorporation or  
26 By-Laws shall substantially alter or amend any of the rights or  
obligations of the Owners set forth herein.

25 ARTICLE VIII.

26 CERTAIN RIGHTS AND OBLIGATIONS OF

2 THE ASSOCIATION.

3 Section 8.1.

4 The Management Body.

5 The Association is hereby designated to be the  
6 "Management Body" and shall administer the Project in accordance  
7 with the Articles of Incorporation and By-Laws of the Association  
8 and the provisions of the Master Declaration of "The Timbers" and  
9 this Supplemental Declaration.

8 Section 8.2.

9 The Common Area.

10 The Association, subject to the rights of the Owners set  
11 forth in Article IV. hereof, shall be responsible for the exclu-  
12 sive management and control of the Common Area and all improve-  
13 ments thereon (including furnishings and equipment related  
14 thereto), and shall keep the same in good, clean, attractive and  
15 sanitary condition, order and repair; however, each Owner of a  
16 lot or condominium unit shall keep the Limited Common Area desig-  
17 nated for use in connection with his lot or condominium unit in a  
18 clean, sanitary and attractive condition. The Association shall  
19 be responsible for the maintenance and repair of all improvements  
20 or materials located within or used in connection with the Common  
21 Area, except for maintenance of easements as provided in Section  
22 8.3. The Association shall maintain in a proper manner all road-  
23 ways and landscaping constituting part of the Common Area. The  
24 specification of duties of the Association with respect to par-  
25 ticular Common Area shall not be construed to limit its duties  
26 with respect to other Common Areas, as set forth in the first  
sentence of this section. The cost of such management, mainte-  
nance and repair by the Association shall be borne as provided in  
Article IX.

The Association shall have the right to grant easements  
for utility purposes over, upon, across, under or through any  
portion of the Common Area, and each Owner hereby irrevocably  
appoints this Association as Attorney in Fact for such purpose.

Section 8.3.

Limited Common Areas.

There are hereby created Limited Common Areas which are  
reserved for the exclusive use of the Owners of lots and condo-  
minium units to which they relate and are assigned and in connec-

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2 tion therewith there is hereby granted and reserved for the use  
3 and benefit of the Declarant and for the use and benefit of the  
4 Owner(s) of the lot or condominium unit to which said Limited  
5 Common Areas relate an exclusive easement to one or more, but  
6 less than all the Owner(s) for the use and enjoyment of said Lim-  
7 ited Common Areas. The Limited Common Areas are located on and  
8 are a part of the Common Area Described above and are described  
9 as follows:

6 Parking and Storage facilities assigned to each of the  
7 lots or condominium units.

8 Section 8.4.

9 Miscellaneous Services.

10 The Association may obtain and pay for the services of  
11 any person or entity to manage its affairs, or any part thereof,  
12 to the extent it deems advisable, as well as such other personnel  
13 as the Association shall determine to be necessary or desirable  
14 for the proper operation of the Project, whether such personnel  
15 are furnished or employed directly by the Association or by any  
16 person or entity with whom it contracts. The Association may  
17 obtain and pay for legal and accounting services necessary or  
18 desirable in connection with the operation of the Project or the  
19 enforcement of the Declarations. The Association may arrange  
20 with others to furnish water, sewer, trash collection services,  
21 and other common services to each lot or condominium unit.

16 Section 8.5.

17 Personal Property for Common Use.

18 The Association may acquire and hold for the use and  
19 benefit of all of the Owners tangible and intangible personal  
20 property and may dispose of the same by sale or otherwise, and  
21 the beneficial interest in any such property shall be deemed to  
22 be owned by the Owners in the same proportion as their respective  
23 interest in the Common Area. Such interest shall not be trans-  
24 ferable except with the transfer of a lot or condominium unit. A  
25 Transfer of a lot or condominium unit shall transfer to the  
26 Transferee ownership of the Transferor's beneficial interest in  
such property without any reference thereto. Each Owner may use  
such property in accordance with the purpose for which it is  
intended, without hindering or encroaching upon the lawful rights  
of other Owners. The transfer of title to a lot or condominium  
unit under foreclosure shall entitle the purchaser to the inter-  
est in such personal property associated with the foreclosed lot  
or condominium unit.



2 other than the Declarant.

3 Section 9.2.

4 Amount of Total Annual Assessments.

5 The total annual assessments against all lots and condo-  
6 minium units shall be based upon advance estimates of cash  
7 requirements by the Association to provide for the payment of all  
8 established expenses growing out of or connected with the mainte-  
9 nance and operation of the Common Area or furnishing sewer and  
10 other common services to each lot and condominium unit, provided  
11 that until January 1 of the year immediately following the con-  
12 veyance of the first lot or condominium unit to an Owner, the  
13 maximum monthly assessment shall be the sum of One Hundred and  
14 no/100 Dollars (\$100.00) per Lot or condominium unit. Estimates  
15 may include, among other things, expenses of management,  
16 maintenance, snow removal, taxes and special assessments, until  
17 the lots and condominium units are separately assessed as pro-  
18 vided herein, premiums for all insurance which the Association is  
19 required or permitted to maintain pursuant hereto, landscaping  
20 and care of the grounds, sewer services charges, repairs and  
21 maintenance, wages for Association employees, legal and account-  
22 ing fees, any deficit remaining from a previous period, the crea-  
23 tion of a reasonable contingency reserve, surplus and/or sinking  
24 fund, and any other expenses and liabilities which may be  
25 incurred by the Association for the benefit of the Owners under  
26 or by reason of this Declaration.

Section 9.3.

Apportionment of Annual Assessments.

Expenses attributable to the Common Area and to the Pro-  
ject as a whole shall be apportioned equally among all owners or  
in proportion to the benefit they receive, except with respect to  
the maintenance, repair and expense of limited Common Area as  
described in Section 8.3.

Section 9.4.

Notice of Annual Assessments and  
Time for Payment Thereof.

Annual assessments shall be made on an annual basis, but  
shall be paid monthly. The Association shall give written notice  
to each Owner as to the amount of the annual assessments with  
respect to his lot or condominium unit on or before January 1 for  
each year for the year commencing on such date. Such assessments

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2 shall be due and payable in equal monthly installments on the  
3 first day of each month. Each annual assessment shall bear  
4 interest at the rate of Ten percent (10%) per annum from the date  
5 it becomes due and payable if not paid within Thirty (30) days  
6 after such date. Failure of the Association to give timely  
7 notice of any assessment as provided herein shall not affect the  
8 liability of the Owners of any lot or condominium unit for such  
9 assessment, but the date when payment shall become due in such  
10 case shall be deferred to a date Thirty (30) days after such  
11 notice shall have been given.

## 7 Section 9.5.

## 8 Special Assessments for Capital Improvements.

9 In addition to the annual assessments authorized by this  
10 Article, the Association may levy in any assessment year, a special  
11 assessment, payable over such period as the Association may  
12 determine, for the purpose of defraying, in whole or in part, the  
13 cost of any construction or reconstruction, unexpected repair or  
14 replacement of the Project or any part thereof, or for any other  
15 expense incurred or to be incurred as provided in this  
16 Declaration. This section shall not be construed as an independent  
17 source of authority for the Association to incur expenses, but shall  
18 be construed to prescribe the manner of assessing for expenses  
19 authorized by other sections hereof which shall make specific  
20 reference to this Article. Any amounts assessed pursuant  
21 hereto shall be assessed to Owners in proportion to the benefit  
22 they receive. Notice in writing of the amount of such  
23 special assessments and the time for payment thereof shall be  
24 given promptly to the Owners, and no payment shall be due less  
25 than Thirty (30) days after such notice shall have been given. A  
26 special assessment shall bear interest at the rate of Ten percent  
(10%) per annum from the date it becomes due and payable if not  
paid within Thirty (30) days after such date. Provided, no special  
assessment shall be levied for capital improvements without an  
affirmative vote of Sixty percent (60%) of the members. Said  
vote shall take place at a special or annual meeting as herein  
provided for.

## 22 Section 9.6.

## 23 Lien for Assessments.

24 All sums assessed to any lot or condominium unit, pursuant  
25 to this Article, together with interest thereon as provided  
26 herein, shall be secured by a lien on such lot or condominium  
unit in favor of the Association upon recordation of a notice of  
assessment as herein provided.

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2  
3 To create a lien for sums assessed pursuant to this  
4 Article, the Association may prepare a written notice of  
5 assessment setting forth the amount of the assessment, the date  
6 due, the amount remaining unpaid, the name of the record owner of  
7 the lot or condominium unit and a description of the lot or con-  
8 dominium unit. Such notice shall be signed by the Association  
9 any be recorded in the Office of the County Recorder of Valley  
10 County, Idaho. No notice of assessment shall be recorded until  
11 there is a delinquency in payment of the assessment. Such lien  
12 may be enforced by sale by the Association after failure of the  
13 Owner to pay such an assessment in accordance with its terms,  
14 such sale to be conducted in the manner permitted by law in Idaho  
15 for the exercise of power of sale in deeds of trust or in any  
16 other manner permitted by law. In any such foreclosure, the  
17 Owner shall be required to pay the costs and expenses of such  
18 proceeding, the costs and expenses of filing the notice of  
19 assessment and all reasonable attorney's fees. All such costs  
20 and expenses shall be secured by the lien being foreclosed. The  
21 Owner shall also be required to pay to the Association any  
22 assessments against the lot or condominium unit which shall  
23 become due during the period of foreclosure. The Association  
24 shall have the right and power to bid at the foreclosure sale or  
25 other legal sale and to acquire, hold, convey, lease, rent,  
26 encumber, use and otherwise deal with the same as the Owner  
thereof.

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

18 Any encumbrancer holding a lien on a lot or condominium  
19 unit may pay, but shall not be required to pay, any amounts  
20 secured by the lien created by this Section, and upon such pay-  
21 ment such encumbrancer shall be subrogated to all rights of the  
22 Association with respect to such lien, including priority.

21 The Association shall report to any encumbrancer of a lot  
22 or condominium unit, any unpaid assessment remaining unpaid for  
23 longer than Ninety (90) days after the same shall have become  
24 due; provided, however, that such encumbrancer first shall have  
25 furnished to the Association written notice of such encumbrance.

24 Unless sooner satisfied and released or the enforcement  
25 thereof initiated as provided earlier in this Section, any lien  
26 created pursuant to this Section shall expire and be of no fur-  
ther force or effect, One (1) year from the date of recordation

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2 of said notice of assessment; provided, however, that said One  
3 (1) year period may be extended by the Association for not to  
4 exceed One (1) additional year by a written extension signed by  
5 the Association and recorded in the Office of the County Recorder  
6 of Valley County, Idaho, prior to expiration of said first One  
7 (1) year period.

## 8 Section 9.7.

## 9 Personal Obligation of Owner.

10 The amount of any annual or special assessment against  
11 any lot or condominium unit shall be the personal obligation of  
12 the Owner thereof to the Association. Suit to recover a money  
13 judgment for such personal obligation shall be maintainable by  
14 the Association without foreclosing or waiving the lien securing  
15 the same. No Owner may avoid or diminish such personal obliga-  
16 tion by waiver of the use and enjoyment of any of the Common Area  
17 or by abandonment of his lot or condominium unit.

## 18 Section 9.8.

## 19 Statement of Account.

20 Upon payment of a reasonable fee not to exceed the sum of  
21 Twenty Five and no/100 Dollars (\$25.00) and upon written request  
22 of any Owner or any Mortgagee, prospective Mortgagee or prospec-  
23 tive purchaser of a lot or condominium unit, the Association, or  
24 its outside managing company shall issue a written statement set-  
25 ting forth the amount of the unpaid assessment, if any, with  
26 respect to such lot or condominium unit, the amount of the cur-  
rent yearly assessment and the date that such assessment becomes  
or became due, credit for advanced payments or prepaid items,  
including, but not limited to, an Owner's share of prepaid insur-  
ance premiums, which statement shall be conclusive upon the Asso-  
ciation in favor of persons who rely thereon in good faith.  
Unless such request for a statement of account shall be complied  
with within Twenty (20) days, all unpaid assessments which became  
due prior to the date of making such request shall be subordinate  
to the lien of a Mortgagee which acquired its interest subsequent  
to requesting such statement. Where a prospective purchaser  
makes such request, both the lien for such unpaid assessments and  
the personal obligation of the purchaser shall be released auto-  
matically if the statement is not furnished within the Twenty  
(20) day period provided herein and thereafter an additional  
written request is made by such purchaser is not complied with  
within Ten (10) days, and the purchaser subsequently acquires the  
lot or condominium unit.

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2 Section 9.9.

3 Personal Liability of Purchaser for Assessments.

4 Subject to the provisions of Section 9.8, a purchaser of  
5 a lot or condominium unit shall be jointly and severally liable  
6 with the Seller for all unpaid assessments against the lot or  
7 condominium unit up to the time of the grant or conveyance, with-  
8 out prejudice to the purchaser's right to recover from the Seller  
9 the amount paid by the purchaser for such assessments.

8 ARTICLE X.

9 USE OF LOTS.

10 Section 10.1.

11 Residential.

12 Each lot and condominium unit shall be used for residen-  
13 tial purposes only and no trade or business of any kind may be  
14 carried on therein. Lease or rental of a lot or condominium unit  
15 for lodging or residential purposes shall not be considered to be  
16 a violation of this covenant.

17 Section 10.2.

18 Use of Common Area.

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

24 Section 10.3.

25 Prohibition of Damage and Certain Activities.

26 Nothing shall be done or kept on any lot or condominium  
unit or in the Common Area or any part thereof which would result  
in the cancellation of the insurance on the Project or any part  
thereof or increase the rate of insurance on the Project or any  
part thereof over what the Association, but for any such  
activity, would pay, without the prior written consent of the  
Association. Nothing shall be done or kept on any lot or in any  
condominium 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

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2 body. No damage to, or waste of, the Common Area or any part  
3 thereof shall be committed by any Owner or any invitee of any  
4 Owner, and each Owner shall indemnify and hold the Association  
5 and the other Owners harmless against all loss resulting from any  
6 such damage or waste caused by him or his invitees; provided,  
7 however, that any invitee of the Declarant shall not under any  
8 circumstances be deemed to be an invitee of any other Owner. No  
9 noxious, destructive or offensive activity shall be carried on on  
10 any lot, condominium unit or in the Common Area or any part  
11 thereof, nor shall anything be done therein which may be or may  
12 become an annoyance or nuisance to any other Owner or to any per-  
13 son at any time lawfully residing in the Project.

8 Section 10.4.

9 Animals.

10 The Association may by rules or regulations prohibit or  
11 limit the raising, breeding or keeping of animals, livestock or  
12 poultry on any lot, condominium unit or on the Common Area or any  
13 part thereof.

13 Section 10.5.

14 Rules and Regulations.

15 No Owner shall violate the rules and regulations for the  
16 use of the lots or condominium units and of the Common Area as  
17 adopted from time to time by the Association.

17 Section 10.6.

18 Maintenance of Interiors.

19 Each Owner shall keep the Buildings and premises of his  
20 lot or condominium unit in a clean, sanitary and attractive  
21 condition, and good state of repair, and shall keep the Limited  
22 Common Area designated for use in connection with his lot or con-  
23 dminium unit in a clean, sanitary and attractive condition.

22 Section 10.7.

23 Structural Alterations.

24 No alterations to any Building, lot or condominium unit  
25 shall be made that would cause structural weakness or damage, and  
26 no architectural changes, plumbing, electrical or similar work  
within the Common Area shall be done by any Owner without the  
prior written consent of the Association, except that an Owner

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2 may do such work as may be appropriate to maintain and repair  
3 Limited Common Area appurtenant to such Owner's lot or condo-  
minium unit.

4 ARTICLE XI.

5 INSURANCE.

6 Section 11.1.

7 Type of Insurance.

8 The Association shall obtain and keep in full force and  
9 effect at all times, the following insurance coverage provided by  
10 companies duly authorized to do business in Idaho. The provi-  
11 sions of this Article shall not be construed to limit the power  
or authority of the Association to obtain and maintain insurance  
12 coverage, in addition to any insurance coverage required  
hereunder, in such amounts and in such forms as the Association  
13 may deem appropriate from time to time.

14 A.

15 Casualty Insurance.

16 If reasonably available, the Association shall obtain  
17 Insurance on the Common areas in such amounts as shall provide  
for full replacement thereof in the event of damage or destruc-  
18 tion from the casualty against which such insurance is obtained,  
all in the manner in which a corporation owning similar improve-  
19 ments in the vicinity of the Project would, in the exercise of  
prudent business judgment, obtain such insurance. Such insurance  
20 shall be "All-Risk", Replacement Cost, if available and if deemed  
appropriate by the Association, and such other risks and hazards  
21 against which the Association shall deem it appropriate to pro-  
vide insurance protection. The Association may comply with the  
22 above requirements by the purchase of blanket coverage and may  
elect such "deductible" provisions as in the Association's opin-  
23 ion are consistent with good business practice.

24 B.

25 Public Liability and Property Damage Insurance.

26 The Association shall purchase broad form comprehensive  
liability coverage, including Directors and Officers coverage, in  
such amounts and in such forms as it deems advisable to provide  
adequate protection. Coverage shall include, without limitation,  
liability for personal injuries, operation of automobiles on

2 behalf of the Association, whether owned or nonowned, and activi-  
3 ties in connection with the ownership, operation, maintenance and  
4 other use of the Project.

5 C.

6 Workmen's Compensation and Employer's Liability Insurance.

7 The Association shall purchase Workmen's Compensation and  
8 Employer's Liability insurance and all other similar insurance in  
9 respect to employees of the Association in the amounts and in the  
10 forms now or hereafter required by law.

11 D.

12 Fidelity Insurance.

13 The Association shall purchase in such amounts and in  
14 such forms as it shall deem appropriate, coverage against  
15 dishonesty of employees, destruction or disappearance of money or  
16 securities and forgery.

17 E.

18 Other.

19 The Association may obtain insurance against such other  
20 risks, of a similar or dissimilar nature as it shall deem appro-  
21 priate with respect to the Project, including any personal prop-  
22 erty of the Association located thereon.

23 Section 11.2.

24 Form.

25 Casualty Insurance shall be carried in a form or forms  
26 naming the Association the insured, as trustee for the Owners,  
which may be modified as to the form by agreement between the  
Company issuing such policy and the Association, which policy or  
policies shall specify the interest of each Owner (Owner's name,  
lot or condominium number, the appurtenant undivided interest in  
the Common Area), and which policy or policies shall provide a  
standard loss payable clause providing for payments of insurance  
proceeds to the Association as trustee for the Owners and for the  
respective first Mortgagee which from time to time shall give  
notice to the Association of such first Mortgages, such proceeds  
to be used in accordance with this Declaration. Each policy  
shall also provide that it cannot be cancelled by either the  
insured or the insurance company until after Ten (10) days prior

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2 written notice if first given to each Owner and to each first  
3 Mortgagee. The Association shall furnish to each Owner and to  
4 Declarant, a true copy of such policy, together with a certifi-  
5 cate identifying the interest of the Owner. All policies of  
6 insurance shall provide that the insurance thereunder shall be  
7 invalidated or suspended only under the provisions of such policy  
8 which would otherwise invalidate or suspend the entire policy.  
9 All policies of insurance shall provide further that the insur-  
10 ance under any such policy as to the interest of all other  
11 insured Owners not guilty of any such act or omission, shall not  
12 be invalidated or suspended and shall remain in full force and  
13 effect.

14 Public liability and property damage insurance shall name  
15 the Association the insured, as trustee for the Owners, and shall  
16 protect each Owner against liability for acts of the Association  
17 in connection with the ownership, operation, maintenance or other  
18 use of the Project.

19 Section 11.3.

20 Owner's Responsibility.

21 Insurance coverage on improvements, and casualty and pub-  
22 lic liability insurance coverage upon each individual lot or con-  
23 dominium unit and for activities of the Owner, not acting by the  
24 Association, with respect to the Common Area, insurance coverage  
25 against loss from theft on all personal property and insurance  
26 coverage on items of personal property placed by Owner, shall be  
the responsibility of the respective Owners.

Section 11.4.

Insurance Proceeds.

The Association shall receive the proceeds of any casu-  
alty insurance payments received under policies obtained and  
maintained pursuant to this Article for damage or destruction to  
the common areas. To the extent that reconstruction is required  
herein, the proceeds shall be used for such purpose. To the  
extent that reconstruction is not required herein and there is a  
determination that the Project shall not be rebuilt, the proceeds  
shall be distributed to the Owners in an amount proportionate to  
their interest in the Project equivalent to the amount each Owner  
paid for the lot or condominium unit. Each Owner and each Mort-  
gagee shall be bound by the apportionments of damage and of the  
insurance proceeds made by the Association pursuant hereto.

Section 11.5.

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2  
3 Owner's Own Insurance.

4 Notwithstanding the provisions of Section 11.1 hereof  
5 each Owner may obtain insurance at his own expense providing cov-  
6 erage upon his lot or condominium unit, his personal property  
7 for his personal liability, and covering such other risks as he  
8 may deem appropriate, but each such policy shall provide that it  
9 does not diminish the insurance carrier's coverage for liability  
10 arising under insurance policies which the Association obtains  
11 pursuant to this Article. All such insurance of the Owner's lot  
12 or condominium unit shall waive the insurance company's right of  
13 subrogation against the Association, and other Owners, and the  
14 servants, agents and guests of any of them, if such insurance can  
15 be obtained in the normal practice without additional premium  
16 charge for the waiver of rights of subrogation.

17 ARTICLE XII.18 CASUALTY DAMAGE OR DESTRUCTION.

## 19 Section 12.1.

## 20 Affects Title.

21 Title to each lot or condominium unit is hereby made sub-  
22 ject to the terms and conditions hereof, which bind the Declarant  
23 and all subsequent Owners, whether or not it be so expressed in  
24 the deed by which any Owner acquires his lot or condominium unit

## 25 Section 12.2.

## 26 Association as Agent.

1 All of the Owners of lots or condominium units  
2 irrevocably constitute and appoint the Association, their true  
3 and lawful Attorney in Fact, in their name, place and stead for  
4 the purpose of dealing with the Project upon its damage or  
5 destruction as hereinafter provided. Acceptance by any grantee  
6 of a deed from the Declarant or from any Owner shall constitute  
7 such appointment.

## 8 Section 12.3.

## 9 General Authority of Association.

10 As Attorney in Fact, the Association shall have full and  
11 complete authorization, right and power to make, execute and  
12 deliver any contract, deed, or other instrument with respect to

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## 2 Section 12.6.

## 3 Funds for Reconstruction.

4 The proceeds of any insurance collected shall be availa-  
5 ble to the Association for the purpose of repair or  
6 reconstruction. If the proceeds of the insurance are insuffi-  
7 cient to pay the estimated or actual cost of such repair or  
8 reconstruction, the Association, pursuant to Article IX hereof,  
9 may levy in advance, a special assessment sufficient to provide  
10 funds to pay such estimated or actual costs of repair or  
11 reconstruction. Such assessment shall be allocated and collected  
12 as provided in that Article. Further levies may be made in like  
13 manner if the amounts collected prove insufficient to complete  
14 the repair or reconstruction.

## 15 Section 12.7.

## 16 Disbursement of Funds for Repair or Reconstruction.

17 The insurance proceeds held by the Association and the  
18 amounts received from the assessments provided for in Section  
19 12.6 constitute a fund for the payment of cost or repair and  
20 reconstruction after casualty. It shall be deemed that the first  
21 money disbursed in payment for cost of repair or reconstruction  
22 shall be made from insurance proceeds; if there is a balance  
23 after payment of all costs of such repair or reconstruction, such  
24 balance shall be distributed to the Owners in proportion to the  
25 contributions by each Owner pursuant to the assessments by the  
26 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 lots  
or condominium units agree not to rebuild, as provided herein  
the Project shall be sold and the proceeds distributed in the  
same manner herein provided in the event of sale of obsolete lots  
or condominium units, as set forth in Section 11.4.

ARTICLE XIII.CONDEMNATION.

## Section 13.1.

## Consequences of Condemnation.

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2 If at any time or times during the continuance of the lot  
3 or condominium unit Ownership pursuant to this Declaration, all  
4 or any part of the Project shall be taken or condemned by any  
5 public authority or sold or otherwise disposed of in lieu of or  
6 in avoidance thereof, the following provisions shall apply.

7 Section 13.2.

8 Proceeds.

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

12 Section 13.3.

13 Complete Taking.

14 In the event that the entire Project is taken or  
15 condemned, or sold or otherwise disposed of in lieu of or in  
16 avoidance thereof, the ownership pursuant hereto shall terminate.  
17 The Condemnation Award shall be apportioned among the Owners in  
18 proportion to the respective amounts originally paid to Declarant  
19 for the purchase of the lot or condominium unit exclusive of the  
20 amount paid for personal property, provided that if a standard,  
21 different from the value of the Project as a whole is employed to  
22 measure the Condemnation Award in the negotiation, judicial  
23 decree, or otherwise, then in determining such shares the same  
24 standard shall be employed to the extent it is relevant and  
25 applicable.

26 On the basis of the principle set forth in the last pre-  
ceding paragraph, the Association shall as soon as practicable,  
determine the share of the Condemnation Award to which each Owner  
is entitled. Such shares shall be paid into separate accounts  
and disbursed as soon as practicable in the same manner provided  
in Section 11.4 of this Declaration.

Section 13.4.

Partial Taking.

In the event that less than the entire Project is taken  
or condemned, or sold or otherwise disposed of in lieu of or in  
avoidance thereof, the lot or condominium unit Ownership  
hereunder shall not terminate. Each Owner shall be entitled to a  
share of the Condemnation Award to be determined in the following  
manner: As soon as practicable the Association shall, reasonably

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2 and in good faith, allocate the Condemnation Award between the  
3 compensation, damages, or other proceeds, and shall apportion the  
4 amounts so allocated among the Owners as follows:

4 (a) The total amount allocated to taking of or injury to  
5 the Common Area shall be apportioned equally among  
6 Owners,

6 (b) The total amount allocated to severance damages  
7 shall be apportioned to those lots or condominium units  
8 which were not taken or condemned,

8 (c) The respective amounts allocated to the taking of or  
9 injury to a particular lot or condominium unit and/or  
10 improvements an Owner has made within his own lot or con-  
11 dominium unit shall be apportioned to the particular lot  
12 or condominium unit involved, and

11 (d) The total amount allocated to consequential damages  
12 any any other takings or injuries shall be apportioned as  
13 the Association determines to be equitable in the  
14 circumstances. If an allocation of the Condemnation  
15 Award is already established in negotiation, judicial  
16 decree, or otherwise, then in allocating the Condemnation  
17 Award, the Association shall employ such allocation to  
18 the extent it is relevant and applicable. Distribution  
19 of apportioned proceeds shall be made in the same manner  
20 provided in Section 11.4 of this Declaration.

16 Section 13.5.

17 Reorganization.

18 In the event a partial taking results in the taking of a  
19 complete lot or condominium unit, the Owner thereof automatically  
20 shall cease to be a member of the Association. Thereafter the  
21 Association shall reallocate the Ownership, voting rights, and  
22 assessments ratio determined in accordance with this Declaration  
23 according to the same principles employed in this Declaration at  
24 its inception and shall submit such reallocation to the Owners of  
25 remaining lots or condominium units for amendment of this Decla-  
26 ration as provided in Article XIV hereof.

23 Section 13.6.

24 Reconstruction and Repair.

25 Any reconstruction and repair necessitated by condemna-  
26 tion shall be governed by the procedures specified in Article XII

2 above.

3 ARTICLE XIV.

4 AMENDMENT TO DECLARATION.

5 The covenants and restrictions of this Declaration shall  
 6 run with and bind the land, for a term of Twenty (20) years from  
 7 the date this Declaration is recorded, after which time they  
 8 shall be automatically extended for successive periods of Ten  
 9 (10) years. This Declaration may be amended during the first  
 10 Twenty (20) year period by an instrument signed by not less than  
 11 Ninety percent (90%) of the Owners, and thereafter by an instru-  
 12 ment signed by not less than Seventy-five percent (75%) of the  
 13 Owners. Any amendment must be recorded. As long as the  
 14 Declarant owns any lots or condominium units, the following  
 15 actions will require the prior approval of the lending institu-  
 16 tions backing the Declarant, to-wit: Annexation of additional  
 17 properties, Dedication of Common Area, Amendment of this Decla-  
 18 ration of Covenants, Conditions and Restrictions, Articles of  
 19 Incorporation of the Association and the By-Laws thereof.

20 ARTICLE XV.

21 PERIOD OF CONDOMINIUM OWNERSHIP.

22 The lot or condominium unit ownership created by this  
 23 Declaration and the Subdivision and Condominium Maps shall con-  
 24 tinue until this Declaration is revoked in the Manner provided in  
 25 Article XIV of this Declaration or until terminated in the manner  
 26 provided in Article XIII.

ARTICLE XVI.

MISCELLANEOUS.

Section 16.1.

Compliance with Provisions of Declaration and  
By-Laws of the Association.

Each Owner shall comply with the provisions of the Master  
 Declaration of "The Timbers", this Declaration, the Articles of  
 Incorporation and the By-Laws of the Association, and the deci-  
 sions and resolutions of the Association adopted pursuant thereto  
 as the same may be lawfully amended from time to time. Failure  
 to comply with any of the same shall be grounds for an action to  
 recover sums due and for damages or injunctive relief or both,  
 maintainable by the Association on behalf of the Owners, or, in a

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2 proper case, by an Aggrieved Owner.

3 Section 16.2.

4 Registration of Mailing Address.

5 Each Owner shall register his mailing address with the  
6 Association and all notices or demands intended to be served upon  
7 any Owner shall be sent by either registered or certified mail,  
8 postage prepaid, addressed in the name of the Owner at such reg-  
9 istered mailing address. In case of a corporate or partnership  
10 ownership, the entity shall designate the corporate agent or man-  
11 aging partner upon whom notice shall be made, leaving with the  
12 Association a correct address. All notices or demands intended  
13 to be served upon the Association shall be given by registered or  
14 certified mail, postage prepaid, to the address of the Associa-  
15 tion as designated in the By-Laws of the Association. All  
16 notices or demands to be served on Mortgagees pursuant hereto  
17 shall be sent by either registered or certified mail, postage  
18 prepaid, addressed in the name of the Mortgagee at such address  
19 as the Mortgagee may have furnished to the Association in  
20 writing. Unless the Mortgagee furnishes the Association such  
21 address, the Mortgagee shall be entitled to receive none of the  
22 notices provided for in this Declaration. Any notice referred to  
23 in this Section shall be deemed given when deposited in the  
24 United States mail in the form provided for in this Section.

25 Section 16.3.

26 Transfer of Declarant's Rights.

Any right or any interest reserved hereby to the  
Declarant may be transferred or assigned by the Declarant either  
separately or with one or more of such rights or interest, to any  
person or entity.

Section 16.4.

Owner's Obligations Continue.

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

Section 16.5.

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2 Number and Gender.

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

6 Section 16.6.

7 Severability.

8 If any of the provisions of this declaration or any  
9 clause, paragraph, sentence, phrase or word or the application  
10 thereof in any circumstances be invalidated, such invalidity  
11 shall not affect the validity of the remainder of the  
12 Declaration, the application of any such provisions, paragraph,  
13 sentence, clause, phrase or word in any other circumstances shall  
14 not be affected thereby.

15 Section 16.7.

16 Statute.

17 The provisions of this Supplemental Declaration shall be  
18 in addition and supplemental to the Master Declaration of "The  
19 Timbers" and to all other provisions of law.

20 This declaration is executed on this 25<sup>th</sup> day of July,  
21 1990.

22 D & D Development  
23 A Partnership

24 *Don Medley*  
25 Don Medley

26 *Dick Medley*  
Dick Medley

27 State of Idaho, )  
28 ( ss.  
29 County of Valley. )

30 On this 25<sup>th</sup> day of July, 1990, before me, the  
31 undersigned, a Notary Public in and for said State, personally  
32 appeared Don Medley and Dick Medley, known to me to be the per  
33 sons whose names are subscribed to the foregoing Declaration and  
34 acknowledged to me that they executed the same for the purpose

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2 and considerations therein expressed.

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

5 *Frank J. Elam*

6 Notary Public for Idaho  
7 Residing at McCall, Idaho  
8 My Commission expires 04/22/91

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