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**2 misc COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR

TIMBERLOST VI ESTATES

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to and 10.50 feet easterly
of the westerly boundary of said Section 10,
thence, S. 89° 49' 10" E., 96.84 feet, thence, N. 20° 24' 00" E., 387.25
feet, thence, N. 34° 33' 00" E., 274.34 feet, 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,

192.00 feet,
thence, N. 14° 47' 00" E., 436.25 feet, thence, N. 13° 23' 00" E.,
258.00 feet, thence, N. 27° 44' 00" E., thence,
N. 35° 44' 00" E., thence, S. 89° 53' 00" E. thence,
S. 10° 25' 00" W. thence, S. 11° 11' 00" W.,
174.00 feet,
198.26 feet,
182.49 feet,
156.86 feet,

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Timberlost VI Estates

thence, S. 22° 05' 00" W., 235.22 feet, thence, S. 35° 13' 00" W., 288.81 feet, thence, S. 09° 39' 00" W., 127.00 feet, thence, S. 71° 34' 00" E., 121.00 feet, thence, N. 67° 14' 00" E., 108.00 feet, thence, N. 33° 25' 00" E., 477.00 feet, thence, N. 19° 48' 00" E., 193.00 feet, thence, N. 00° 07' 00" E., 250.00 feet, thence, N. 03° 25' 00" E., 164.99 feet, thence, S. 89° 53' 00" E., 179.44 feet to the easterly boundary of said SW 1/4 of the NW 1/4,

thence, S. 00° 09' 08" W., 1102.19 feet to the
CE 1/16 corner of said Section 10, thence, N. 89° 47'
23" W., 1309.16 feet to the
POINT, OF BEGINNING, containing 20.244 acres, more or less.

Bearing based on State Plane Grid Azimuth.

WHEREAS,
the "Timberlost VI Estates" are located surrounding the McCall Golf Course,
and it is the desire and intent of the Grantors to create a residential
Subdivision and Condominium Project for the enjoyment and convenience
of the living in such project, in accordance with the Master
Declaration persons of "The Timbers", of which this is a portion; and

follows:

WHEREAS, the primary objectives of the development are as

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
landscaping and building and improvements;
land,

other

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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Declaration

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Timberlost VI Estates

Page 3

High standards of maintenance of the individual condominium units, lots,
common areas, open areas and improvements thereof;

To reward the Grantors with a reasonable profit and to enhance the
personal reputation of the Grantors as ³⁰ developer,
commensurate with the quality of the develop-

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ment and the risks undertaken; and

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

WHEREAS, the Grantors plan to develop on the developed sites, lots for single family residences and others for use as Condominiums, and to further develop and integrate therewith certain Common Areas, Open areas, Greenbelt Areas and other facilities, provide for means of ingress and egress, furnish necessary maintenance and utility services, and recreational facilities and open areas; and

provide certain

WHEREAS, this

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

WHEREAS, in order to assure achieving the primary objectives of the overall development certain Covenants, Conditions and Restrictions applicable to the entire development regardless of use, hereinafter referred to as "Supplemental Declaration" are formulated and set forth hereinafter in accordance with said Master 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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Timberlost VI Estates

construction

Page 4.

architecture,

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

WHEREAS, to achieve the primary objectives of the development it is necessary to provide for a system of self-government by owners of the development as a whole, hereinafter referred to as "Association"

consistent with the overall needs and requirements of the development which will provide for certain management maintenance and self-government and which will meet the needs of the residents of the project, consistent with the Master Declaration, this Supplemental Declaration and the development as a whole. Such Association shall perform discretionary acts, finance needed maintenance and improvements, promulgate policies, enforce the provisions of the Master Declaration, this Supplemental Declarations and the Rules, Regulations and Standards promulgated thereunder, provide for review and decisions regarding disputes and act on other matters of common interest to residents of the development; and

WHEREAS, efficiency of time and expense demands that such provisions, procedures, etc., be provided for

and performed in such a manner as to provide uniformity and efficiency consistent with the Master Declaration, and this Supplemental Declaration and to avoid duplication of functions; and

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WHEREAS, the Grantors, in order to assure that the objectives of the development are achieved, will control the management of the development throughout the major portion of its development, providing for the initiation and eventual takeover of all management functions by owners and residents 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 recognized that the majority of the association members will be inexperienced in property management and will need to retain professional, competent management assistance in order to effectively meet the responsibilities and carry out the management functions necessary to achieve the objectives of the development and the responsibilities with which the association is charged.

DECLARATION

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NOW, THEREFORE, Grantors hereby declare that the develop-

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Declaration

Timberlost VI Estates

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and shall be held, conveyed, encumbered, leased, main-
tained and used subject to the Master Declaration of Timbers"

"The and the following uniform Covenants, Conditions, Restrictions
and Equitable Servitudes in furtherance of a plan for the
subdivision, the condominium units, improvement and sale of the
development, and to enhance the value, desirability and attractiveness
of such property. The restrictions set forth herein shall run with
the real property included within the development; shall be
binding upon all persons having or acquir- ing any interest in such
real property or any part thereof; shall inure to, the benefit of
every portion of such real property and any interest therein and
shall inure to the benefit of and be binding upon Grantors, their
successors in interest, each Owner and his respective successors in
interest, and may be enforced by Grantors, by any Owner or his
successors in interest, or by the Association.

Declaration

The Master Declaration and this Supplemental shall not be construed so
as to unreasonably interfere with or prevent normal construction
activities during the construction of improvements by any owner
(including Grantors) upon property within the development,
provided that when completed such improvements will in all ways
conform to the requirements Of the Master Declaration and this
Supplemental Declaration. Specifically, no such construction activities
shall be deemed to constitute a nuisance or violation Of these
Declarations by son Of noise, dust, presence of vehicles or

construction machinery, erection of temporary structures, posting of signs similar activities, activities, provided that such construction is actively efficiently and expeditiously pursued to completion.

or

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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Declaration

as those terms are herein defined.

Timberlost VI Estates

ARTICLE II.

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DEFINITIONS.

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

Section 2.1.

Association.

"Association" means the "Timberlost VI Estates, Homeowners Association, Inc.", an Idaho

an Idaho corporation, not for profit, its successors and assigns, organized as provided herein.

Section 2.2.

Building.

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

Section 2.3.

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Common Area .

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

Section 2.4 .

Condominium .

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

Section 2.5 .

Condominium Map .

"Condominium Map" means collectively the Condominium 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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and

Timberlost VI Estates

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legal description thereof, the location of each building with respect to the boundaries of the real property, together with diagrammatic floor plans of the building showing the boundaries of each unit within each building, including horizontal and vertical locations and dimensions of all boundaries of each unit, unit number identifying the units, and such other information as may be included thereon at

the discretion of the Declarant) to be filed for record in the real property records of Valley County, Idaho.

Section 2.6.

General Common Area.

"General Common Area" means all Common Area Common Area, individual lots and

Section 2.7.

Limited Common Area.

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excepting all Limited
condominium units.

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"Limited Common Area" means that Common Area designated herein for exclusive use by Owners of particular lots or condominium units.

Section 2.8.

Mortgage.

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other

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"Mortgage" means any mortgage, deed of trust, security instrument by which a lot or condominium

or

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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Owner" means any person or entity includin Declarant, at any time owning a lot or condominium unit, the term "Owner" shall not refer to any mortgagee, as herein defined, unless such mortgagee has acquired titl pursuant to foreclosure or any

proceeding in lieu of foreclosure.

The term

Section 2.11.

The Project.

"Project" shall collectively mean the Real Property, the lots, the condominium units and all buildings and improvements located on the Real Property.

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Section 2.12.

Subdivision Map.

"Subdivision Map" means the Subdivision Map for the "Timberlost VI Estates" 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 each lot or condominium development, with respect to the boundaries of the real property, the lot number, building number, or designation thereof, together with such other information as may be included thereon in the discretion of the Declarant. A copy of said subdivision 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 condominium as bounded by the

interior surfaces of the perimeter walls, floors, and ceilings and as bounded by the exterior surfaces of the windows and doors thereof and

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Timberlost VI Estates

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Page 9. the interior surfaces of built-in fireplaces as shown and numbered on the Condominium Map to be filed for record, together with all fixtures and Improvements therein contained. Notwithstanding such markings, the following part of a "Unit": bearing walls, columns, floors and roofs (except for the interior surface thereof, if perimeter wall, floor or ceiling), foundations, clothes chutes, shafts, central hearing systems, central air-conditioning equipment, reservoirs, tanks, pumps and other services used by more than one Unit, pipes, vents, ducts, flutes, chutes, conduits, wires, except the outlets thereof when located within the Unit. The exterior surfaces of the perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are not part of the

Common Area as herein defined.

ARTICLE III.

STATEMENT OF INTENTION AND PURPOSE.

Declarant hereby declares that the Project and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plans and scheme of the individual 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 provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant and their assigns and to all persons hereafter acquiring or having 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 condominium units,

individual lots and 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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Page 10.

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

Section 4.2.

Limited Common Area.

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

Section 4.3.

Right to Combine Units.

Declarant reserves the

or

to

right to combine physically the lots or condominium units, or the area or space of one lot condominium unit with the area or space of one or more adjoining lots or condominium units. Such combination shall not

not prevent separate ownership of such lots or condominium units in the future. Declarant reserves the right to designate and convey any purchaser of such combined lots or condominium units as additional Limited Common Area, any separations between lots or dominium units SO combined, or any space which would be occupied by such separations but for the combination of the lots or condominium 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.

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Title.

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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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Timberlost VI Estates

Page 11. Common Area appurtenant to such lot or condominium unit and shall always be conveyed, devised, encumbered, and otherwise affected only as a complete lot or condominium unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other

disposition of a lot or condominium unit or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or respectively, of the entire lot or condominium unit, together with all appurtenant rights, created by law or by this

conveyance,

Declaration.

Section 4.6.

Partition not Permitted.

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

Section 4.7.

Owner's Right to Common Area.

Subject to the limitations contained in the Master Declaration or this Supplemental Declaration, each Owner shall have the nonexclusive right to use and enjoy the General Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area for designated herein

the exclusive use by such

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Owner .

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Section 4.8.

Taxes and Assessments.

Each Owner shall execute such instrument and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each lot or condominium unit. If any taxes or special district or other assessments may, in

the opinion of the Association, nevertheless, be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against his lot or condominium unit, or interest therein, or his interest in the Common Area, or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions and assessments levied against the Project or any part of the Common Area in proportion to his interest in the Common Area, such payment to be made to the Association at least Thirty (30) days prior to the delinquency of such tax or assessment, or may be paid on a monthly

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Timberlost VI Estates

Page 12 if prescribed by the Association. Each such

unpaid tax o assessment shall bear interest at the rate of Ten
annum from and

percent after the time the same becomes payable by

(10% each Owner

and shall be secured by the Lien created 9.6 hereof.

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Section 4.9.

Owner's Right with Respect to Interiors.

The Owner of a individual lot or condominium unit shall have all rights and obligations concerning the construction and maintenance of improvements thereon, in accordance with the Master Declaration.

Section 4.10.

Easements for Encroachments.

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

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Section 4.11.

Easements for Access for Repair, Maintenance and Emergencies.

The

Some of the Common Area and utilities are located within the
or may be lots **Of** condominium units or may be conveniently accessible
only through the lots or condominium units. 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 Association shall also have such right independent of any agency

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relationship. Damage to any part of a lot or condominium unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another lot or condominium unit at the instance of

the Association

of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of negligence of the Owner of a lot or condominium unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by Assessment pursuant to Article IX below.

Section 4.12.

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 lot or condominium unit and to the Limited Common Area designated for use in connection with his lot or condominium unit, and such rights shall be appurtenant to and pass with the title to each lot and condominium unit.

Section 4.13.

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.

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Section 4.14.

Declarant's Right Incident to Construction.

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

Section 4.15.

Architectural Control and Exterior Maintenance.

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

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Declaration

Timberlost VI Estates

Page 14 shall any exterior addition to or change Or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee as set forth in Master Declaration.

Section 4.16.

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Easements Deemed Created.

All conveyances of lots or condominium units hereafter made, whether by the Declarant or otherwise, shall be construed grant and

reserve such reciprocal easements as shall give effect to Sections 4.10, 4.11, 4.12, 4.13 and 4.14 above, even though no specific reference to such easements or to those sections appears in any such conveyance.

ARTICLE V.

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DESCRIPTION OF A LOT OR CONDOMINIUM UNIT.

Section 5.01.

Subdivision Lot.

Every contract for the sale of a Lot and every other instrument affecting title to a Lot may describe that Lot by the number shown on

the Subdivision Map with appropriate reference to the Subdivision Map and to this Declaration as each appears on the records of the County Recorder of Valley County,

Idaho, in the

following manner:

Lot

as shown on the Subdivision Map for "Timberlost

of Valley County, and

as defined and

VI Estates" appearing in the Records Idaho, as Instrument No.

described in that Declaration for "Timberlost VI Estates" of Valley

County, Idaho, as

recorded in

Instrument No.

the records

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 Condominium Map with appropriate reference to the Condominium Map and

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Timberlost VI Estates

Page 15 this Declaration as each appears on the records of the County Recorder of Valley County, Idaho, in the following manner:

to

Condominium Unit

as shown on

the Condominium 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 5.03.

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Generally.

Such description will be construed to describe the lot 01 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 unit as described in the Master Declaration or this Supplemental Declaration.

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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 services. or

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 services 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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The Articles

Timberlost VI Estates

Section 7.1.

Membership.

of Incorporation and the By-Laws of the Association are hereby made a part of this Declaration. Owner, Every including Declarant, shall be entitled and required to be a member of the Association. If title to a lot or condominium unit is held by more than one person, the membership relating to that lot or condominium unit shall be shared by all such persons

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the same proportionate interests and by the same type of ten-
 ancy in which the title to the lot or condominium unit is held. An Owner shall
 be entitled to one membership for each lot or con-
 dominium unit owned by him. No person or entity other than an Owner may be a member
 of the Association, and the Articles of Incorporation or By-Laws
 of the Association always shall so state and shall, in addition,
 state that the membership in the Associa-
 tion may not be transferred except in connection with the trans-
 fer of a lot or condominium unit. Provided, however, that the rights Of membership may
 be assigned to a Mortgagee

further security

for

for a loan secured by a lien on a lot or condominium unit. In the event a lot or condominium unit is owned by a corporation

partnership, said corporation or partnership shall state to the Association, an agent or managing partner upon notices may be served pursuant to this Declaration.

or

Section 7.2.

Voting Rights.

as

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

Master

Section 7.3.

Amplification.

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

ARTICLE VIII.

CERTAIN RIGHTS AND OBLIGATIONS OF

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Timberlost VI Estates

THE ASSOCIATION.

Section 8.1.

The Management Body.

The Association is

hereby designated

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to be the
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"Management Body" and shall administer the Project in with the Articles of Incorporation and By-Laws of the Association and the provisions of the Master Declaration Of "The Timbers" and this Supplemental Declaration.

Section 8.2.

The Common Area

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The Association, subject to the rights of the Owners set forth in Article IV. 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; however, each Owner of a lot or condominium unit shall keep the Limited Common Area designated for use in connection with his lot or condominium unit in a clean, sanitary and attractive condition. The Association shall be responsible for the maintenance and repair of all improvements or materials located within

or used in connection with the Common Area, except for maintenance of easements as provided in Section The Association shall maintain in a proper manner all road- ways and landscaping constituting part of the Common Area. The specification of duties of the Association with respect to par- ticular Common Area shall not be construed to limit its duties with to other respect

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.

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The Association shall have the right to grant easements 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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tion therewith there is hereby granted and reserved for the use and benefit of the Declarant and for the use and benefit of the Owner(s) of the lot or condominium unit to which said Limited Common Areas relate an exclusive easement to one or more, but less than all the Owner(s) for the use and enjoyment of said Limited Common Areas. The Limited Common Areas are located on and part of the Common Area Described above and are described

are
as follows:

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

Section 8.4.

Miscellaneous Services.

The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person

entity with whom it contracts.

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 the

Declarations. The Association may arrange with others to furnish water, sewer, trash collection services, and other common services to each lot or condominium unit.

or

Section 8.5.

Personal Property for Common Use.

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

in

the Common Area. Such interest shall not be transferable except with the transfer of a lot or condominium unit. A Transfer of a lot or condominium unit shall transfer to the 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 interest in such personal property associated with the foreclosed lot or condominium unit.

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Section 8.6.

Rules and Regulations.

The Association may make reasonable rules and regulations governing the use of the lots and condominium units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in the Master Declaration and this Supplemental 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 8.7.

Implied Rights.

The Association may exercise any other right or privilege given to it expressly by the Master Declaration or this Supplemental Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given

it herein or reasonably effectuate

any such right or privilege.

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ARTICLE IX.

ASSESSMENTS.

Section 9.1.

Agreement to Pay Assessment.

Declarant for each lot or condominium unit owned by it, within the
Project, and for and as the Owner of the project
part every
thereof, hereby covenants, and each Owner of any lot
by or
condominium unit,
the acceptance of a deed therefor whether or not it
be so expressed in the deed, shall be deemed to
the Association (covenant and
agree with each other and with pay the
Association annual assessments made by the Association purposes provided in this

anc

Declaration, for the

and special assessments

for

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

capital

month

lot or condominium unit is sold to or occupied by an Owner:

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Section 9.2.

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Amount of Total Annual Assessments.

provided

The total annual assessments against all lots and condominium 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 sewer and other common services to each lot and condominium unit, that until January 1 of the year immediately following the conveyance of the first lot or condominium unit to an Owner, the maximum monthly

monthly assessment shall be the sum of One Hundred and no/100 Dollars (\$100.00) per Lot or condominium unit. Estimates may include, among other things, expenses of management, maintenance, snow removal, taxes and special assessments, until the lots and condominium 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 the grounds, sewer services charges, 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 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.

Annual

Section 9.4.

Notice of Annual Assessments and
Time for Payment Thereof.

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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shall be due and payable in equal monthly installments on the first day of each month. Each annual 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. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owners of any lot or condominium unit for such assessment, but the date when payment shall become due in such case shall be deferred to a date Thirty (30) days after such notice shall have been given.

Section 9.5.

Special Assessments for Capital Improvements.

this

or

In addition to the annual assessments authorized by Article, the Association may levy in any assessment year, a special assessment, payable over such 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 replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other sections hereof which shall make specific reference to this Article. Any amounts assessed pursuant hereto shall be

assessed to Owners in proportion to the benefit they receive.

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 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.

Section 9.6.

Lien for Assessments.

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

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To create a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the lot or condominium unit and a description of the lot or condominium unit. Such notice shall be signed by the Association any 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 by the Association after failure of the Owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such the costs proceeding, and expenses of filing the notice of assessment and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. Owner shall also be required to pay to the Association assessments against the lot or condominium unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the 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 assessment.

Any encumbrancer holding a lien on a lot or condominium unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon

such pay- ment such

encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

or

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

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

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Page 23. of said
notice of assessment; provided, however, that said One (1) year
period may be extended by the Association for not to exceed
One (1) additional year by a written extension signed by the
Association and recorded in the Office of the County Recorder of
Valley County, Idaho, prior to expiration of said first One (1)
year period.

Section 9.7.

Personal Obligation of Owner.

The amount of any annual or special assessment against any lot or condominium 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 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 lot or condominium unit.

the

Section 9.8.

Statement of Account.

Upon payment of a reasonable fee not to exceed the sum of Twenty Five and ^{or} no/100 Dollars (\$25.00) and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a lot or condominium unit, the Association, its outside managing company shall issue a written statement setting forth the amount of the unpaid assessment, if any, with respect to such lot or condominium unit, the amount of the current yearly assessment and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be 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 automatically if the

statement is not furnished

furnished within the Twenty (20) day

period

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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Personal Liability of Purchaser for Assessments.

Subject to the provisions of Section 9.8, a purchaser of a lot or
condominium unit shall be jointly and severally with the Seller for

severally liable all unpaid assessments against the lot or condominium unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the Seller the amount paid by the purchaser for such assessments.

ARTICLE X.

USE OF LOTS.

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Section 10.1.

Residential.

residen-

Each lot and condominium 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 lot or condominium unit for lodging or residential purposes shall not be considered to be a violation of this covenant.

Section 10.2.

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Use of Common Area.

There shall be no obstruction of the Common Area, NOY shall anything be stored on any part of the Common Area without the prior written consent of the Association. Nothing shall be altered on, constructed on, removed from the Common Area, except upon the prior written consent of the Association.

Section 10.3.

Prohibition of Damage and Certain Activities.

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 thereof or increase the rate of insurance on the Project or any any part 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, 26 permit or other validly imposed requirement of any governmental

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body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any invitee of Owner, any 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 the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. noxious, destructive or offensive activity shall be carried on on any lot, condominium 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.

No

Section 10.4.

Animals.

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or

The Association may by rules or regulations prohibit limit the
the raising, breeding or keeping Of animals, livestock or poultry

on any lot, condominium unit or on the Common Area or any part thereof.

Section 10.5.

No

Rules and Regulations.

Owner shall violate the rules and regulations for the use of the lots or condominium units and of the Common Area as adopted from time to time by the Association.

Each

Section 10.6.

Maintenance of Interiors.

Owner shall keep the Buildings and premises of his lot or condominium unit in a clean, sanitary and attractive condition, and good state of repair, and shall keep the Limited Common Area designated for use in connection with his lot or condominium unit in a clean, sanitary and attractive condition.

Section 10.7.

Structural Alterations.

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

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Page 26 may do such

work

as may be appropriate to maintain and repair

Limited Common Area appurtenant to such minium unit.

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Owner's lot

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ARTICLE XI.

INSURANCE.

Section 11.1.

Type of Insurance.

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in such amounts and in such forms as the Association may deem appropriate from time to time.

The Association shall obtain and keep in full force and effect at all times, the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article, shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage hereunder, required

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Casualty Insurance.

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

B.

Public Liability and Property Damage Insurance.

the

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

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behalf of the Association, whether owned or nonowned, and activities in connection with the ownership, operation, maintenance and other use of the Project.

c.

Workmen's Compensation and Employer's Liability Insurance.

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

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d.

Fidelity Insurance.

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

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other.

Association may obtain insurance against such other risks, of a similar or dissimilar nature as it shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

Section 11.2.

Form.

Casualty Insurance shall be carried in a form or forms naming the Association the insured, as trustee for the Owners, which may be modified as to the form by

by agreement between the Company issuing such policy and the Association, which policy or policies shall specify the interest of each Owner (Owner's

lot

name,

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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written notice if first given to each Owner and to each first Mortgagee.

The Association shall furnish to each Owner and to Declarant, a true copy of such policy, together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only under the provisions of such policy which would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any

such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

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

Section 11.3.

Owner's Responsibility.

Insurance coverage on improvements, and casualty and public liability insurance coverage upon each individual lot or condominium unit and for activities of the Owner, not acting by Association, with respect to the Common Area, insurance coverage against loss from theft on all personal property and insurance coverage on items of personal property placed by Owner, shall be the responsibility of the respective Owners.

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Section 11.4.

Insurance Proceeds.

The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article 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-
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shall be bound by the apportionments of damage and
the
insurance proceeds made by the Association pursuant hereto.

Section 11.5.

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Owner's Own Insurance.

Notwithstanding the provisions of Section 11.1 hereof each Owner may obtain insurance at his own expense providing coverage upon his lot or condominium unit, his personal property

his personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article. All such insurance of the Owner's lot or condominium unit shall waive the insurance company's right of subrogation against the Association, and other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver, of rights of subrogation.

ARTICLE XII.

CASUALTY DAMAGE OR DESTRUCTION.

Section 12.1.

Affects Title.

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

Section 12.2.

Association as Agent.

All of the Owners of lots or condominium unit irrevocably constitute and
appoint the Association, their true and lawful Attorney in Fact,
in their name, place and stead for
the Project upon its the purpose
of dealing with

damage destruction
as hereinafter provided. Acceptance by any grantee of a deed from
the Declarant or from any Owner shall constitute such appointment.

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Section 12.3.

General Authority of Association.

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As Attorney in Fact, the Association shall have full and
power complete
authorization, right and

execute

deliver any

contract, deed, or other instrument with respect to

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the interest of a lot or condominium unit Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the Project to substantially the same condition in which it existed prior to damage, with each lot or condominium unit and the Common Area having substantially the same 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 not agree with a decision 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 IX 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 of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

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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

Project damaged Or destroyed.

The Association may take all necessary or appropriate action to effect repair or reconstruction, as Attorney in Fact for the Owners, and

no consent to other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of square

any lot or condominium unit may not vary by more than Five percent (5%) from the number of cubic feet and the number of square feet for such lot or condominium unit as originally constructed pursuant to such original plans and specifications.

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Section 12.6.

Funds for Reconstruction.

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The proceeds of any insurance collected shall be the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article IX 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 manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 12.7.

Disbursement Of Funds for Repair or Reconstruction.

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

ARTICLE XIII.

CONDEMNATION.

Section 13.1.

Consequences of Condemnation.

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

Section 13.2.

Proceeds.

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

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Section 13.3.

Complete Taking.

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In the event that the entire Project is taken condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to the respective amounts originally paid to Declarant for the purchase of the lot or condominium unit exclusive of the amount 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, decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

judicial

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

Section 13.4.

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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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Page 33.

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 lots or condominium units which were not taken or condemned,
- (c) The respective amounts allocated to the taking of or injury to a particular lot or condominium unit and/or improvements an Owner has made within his own lot or condominium unit, shall be apportioned to the particular lot or condominium unit involved, and

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

Distribution

of

apportioned proceeds shall be made in the same manner provided in Section 11.4 Of this Declaration.

Section 13.5.

Reorganization.

Thereafter the

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

Section 13.6.

Reconstruction and Repair.

Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XII

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ARTICLE XIV.

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 during the first Twenty (20) year period by an instrument signed by not less than Ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than Seventy-five percent (75%) of the Owners. Any amendment must be recorded. As long as the Declarant owns any lots or condominium units, the following actions will require the prior approval of the lending institutions backing the Declarant, to-wit: Annexation of additional properties, Dedication of Common Area, Amendment of this Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation of the Association and the By-Laws thereof.

ARTICLE XV.

PERIOD OF CONDOMINIUM OWNERSHIP.

The lot or condominium unit ownership created by this Declaration and the Subdivision and Condominium Maps shall continue until this Declaration is revoked in the Manner provided in Article XIV of this Declaration or until terminated in the manner provided in Article XIII.

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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 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 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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proper case, by an Aggrieved Owner.

Section 16.2.

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Registration of Mailing Address.

Each Owner shall register his mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. In case of a corporate or partnership ownership, the entity shall designate the corporate agent or managing partner upon whom notice shall be made, leaving with the Association a correct address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the By-Laws Of the Association. All notices or demands to be served

Mortgagees pursuant heret shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

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Section 16.3.

Transfer Of Declarant's Rights.

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

Section 16.4.

Owner's Obligations Continue.

All obligations of the Owner under and by virtue of the provisions contained in 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 accruing after he conveys such lot or condominium unit.

Section 16.5.

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Number and Gender.

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

Section 16.6.

Severability.

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

Section 16.7.

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Statute.

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

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This declaration

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D & D Development
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On this 25 undersigned, a Notary Public in and for said State,
personall appeared Don Medley and Dick Medley, known to me to be
the per sons whose names are subscribed to the foregoing Declaration
acknowledged to me that they executed the same for the
purpose

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and considerations therein expressed.

Page 37.

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

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Notary Public for Idaho Residing
at McCall, Idaho My Commission
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