

201044

CONDOMINIUM DECLARATION

FOR  
SUMMIT CONDOMINIUMS

SUN VALLEY TITLE CO.  
P. O. DRAWER 2365  
KETCHUM, IDAHO 83340  
(208) 726-9341

ARTICLE I. RECITALS AND CERTAIN DEFINITIONS.

Section 1.1 The Declarant; the Real Property. O.L.H. DEVELOPMENT COMPANY, a Nevada general partnership, (together with its successors and assigns, including any person or entity acquiring all but not less than all of the interest of O.L.H. DEVELOPMENT COMPANY in the "Real Property" whether by purchase, or pursuant to foreclosure proceedings or otherwise, collectively, the "Declarant") is the owner of that certain real property located in the City of Sun Valley, Blaine County, Idaho, described in Exhibit "A" attached hereto and hereby made a part of this Declaration (the "Real Property").

Section 1.2 Intention of Declarant. Declarant intends to provide for condominium ownership of the Real Property under the Condominium Property Act of the State of Idaho.

Section 1.3 The Project. The term "Project" shall collectively mean the Real Property and all buildings and other improvements located on the Real Property.

Section 1.4 Type of Ownership. This Condominium Project will provide a means for ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants in common, of Common Area, as those terms are herein defined.

ARTICLE II. ADDITIONAL DEFINITIONS.

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

Section 2.1 Building. "Building" means one of the buildings constructed on the Real Property pursuant to this Declaration.

Section 2.2 Unit. "Unit" means the separate interest in a condominium as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors thereof, and 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 are not part of a "Unit": bearing walls, columns, floors and roofs (except for the interior surface thereof, of a perimeter wall, floor or ceiling), foundations, clothes chutes, shafts, central heating systems, 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 interior surfaces of a perimeter window or door means at the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area as herein defined.

Section 2.3 Common Area. "Common Area" means the entire Project excepting all Units.

Section 2.4 Limited Common Area. "Limited Common Area" means that Common Area designated herein for exclusive use by Owners of particular Condominiums, as those terms are herein defined.

Section 2.5 General Common Area. "General Common Area" means all Common Area excepting all Limited Common Area.

Section 2.6 Condominium. "Condominium" means a separate interest in a Unit together with an undivided interest in common in the Common Area as set forth in Exhibit "B" attached hereto and by this reference made a part hereof and all easements, rights, and appurtenances belonging thereto.

Section 2.7 Owner. "Owner" means any person or entity, including Declarant, at any time owning a Condominium, and contract purchasers under recorded contracts. The term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.8 Mortgage. "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Condominium 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 Mortgage is defined in Article II, Section 2.8, under which the interest of any Owners, or successor to the interest of such Owner, is encumbered.

Section 2.10 Association. "Association" means Summit Condominium Association, Inc., an Idaho corporation, not for profit, its successors and assigns, organized as provided herein.

Section 2.11 Board or Board of Directors. "Board" or "Board of Directors" means the Board of Directors of Summit Condominium Association, Inc., as designated in the Articles of Incorporation of such Association.

Section 2.12 Condominium Map. "Condominium Map" means the Condominium Map for Summit Condominiums filed for record in the office of the County Recorder of Blaine County, Idaho, consisting of a plat or survey map of the surface of the ground of the Real Property showing a survey and legal description thereof, the location of each Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Buildings showing the horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit number identifying the Units, together with such other information as may be included therein in the discretion of the Declarant.

#### 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 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 its assigns and to all persons hereafter acquiring or owning any interest in the Project, however such interest may be obtained.

ARTICLE IV. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP.

Section 4.1 Estates of an Owner. The Project is hereby divided into Condominiums each consisting of a separate interest in a Unit and an undivided interest in common in the Common Area in accordance with the attached Exhibit "B" setting forth the Common Area appurtenant to each Unit. The percentage of ownership interest in the Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514 of the Idaho Code and of such Code shall be the same as set forth in Exhibit "B". Exhibit "B" also contains a legal description of each Unit in the Project, consisting of the identifying number of such Unit as shown on the Condominium Map. Such undivided interests in the Common Area are hereby declared to be appurtenant to the respective Units.

Section 4.2 Limited Common Area. "Limited Common Area" shall consist of: balconies, porches, and heating equipment located in the crawl space under certain Units. The balcony or balconies and the porch or porches adjoining a Unit and the individual heating equipment, as referred to above, shall be used in connection with such Unit to the exclusion of the use thereof by the other Owners of Common Area except by invitation.

Section 4.3 Parking Area. The Board shall designate one parking space as a portion of the Limited Common Area for each Unit which shall be appurtenant to that Unit. Once designated, the exclusive use of the parking area by a Unit Owner shall not be altered without the unanimous vote of the Board, but in no event shall a Unit be separated from the exclusive use of one parking space. The Board shall keep accurate records reflecting all assignments of parking spaces, and such records shall be available at reasonable times to all institutional mortgagees or beneficiaries of a deed of trust holding an interest in any Condominium.

Section 4.4 Right to Combine Units. Declarant reserves the right to combine physically the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Condominiums in the future. Declarant reserves the right to designate and convey to any purchaser of any combined Units as additional Limited Common Area any walls, floors or other structural separations between Units so combined, or any space which would be occupied by such structural separations and such space shall automatically become General Common Area if the combined Units become subject to separate ownership in the future.

Section 4.5 Title. Title to a Condominium 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 4.6 Inseparability. No part of a Condominium or of the legal rights comprising ownership of a Condominium may be separated from any other part thereof during the period of condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration.

Section 4.7 Partition Not Permitted. The Common Area shall be owned in common by all Owners of Condominiums, and no Owner may bring any action for partition thereof.

Section 4.8 Owner's Right to Common Area. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the General Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by such Owner.

Section 4.9 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. 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 Condominium, 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. Each such unpaid tax or assessment shall bear interest at the rate of ten per cent (10%) 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. Notwithstanding the foregoing, taxes, assessments or other charges attributable to the Common Area shall be apportioned among the Owners of Units as provided in Article IX hereof.

Section 4.10 Owner's Rights with Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, doors and clean the exterior and interior surfaces of the windows all of which form the boundaries of his Unit and all walls, ceilings, floors and doors within such boundaries. All draperies, curtains, shutters, or other window coverings shall be of good quality and of such color, design, and construction so as to be in accord with the attractive appearance of the Project and presented to the public view in a first-class manner. No plastic or aluminum foil coverings may be

placed in or on the windows. In the event that any such window coverings are found by the Board to not be in harmony with the remainder of the Project based upon the high standards commensurate with a luxury project, the Board may decide and direct as follows: (a) in the case of draperies or curtains, that white lining or similar treatment be installed, and (b) with any other window coverings, that they be modified or removed in order to be in harmony with the Project.

Section 4.11 Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by initial construction, settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

Section 4.12 Easements of Access for Repair, Maintenance and Emergencies. Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable rights, to be exercised by the Association as their agent, to have access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article IX below.

Section 4.13 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit and to the Limited Common Area designated for use in connection with his Unit; and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Condominium.

Section 4.14 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, including the right to construct and maintain in the General Common Area maintenance and storage facilities for use by the Association.

Section 4.15 Easements and Utilities. In order to adequately serve each Unit and the Common Area, utility facilities may be construed and may encroach on Common Area, Limited Common Area or the Units. An easement for such encroachment and for the maintenance of the same shall and does exist.

Section 4.16 Declarant's Rights Incident to Construction. Declarant, and persons it shall select, shall have the right to ingress and egress over, upon and across the Common Area, the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project.

Section 4.17 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 4.11, 4.12, 4.13, 4.14, 4.15 and 4.16 above, even though no specific reference to such easements or to those Sections appear in any such conveyance.

#### ARTICLE V. DESCRIPTION OF A CONDOMINIUM.

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

Condominium Unit \_\_\_\_\_ as shown on the Condominium Map for Summit Condominiums appearing in the Records of Blaine County, Idaho, as Instrument No. \_\_\_\_\_ and as defined and described in that Condominium Declaration for Summit Condominiums recorded in the Records of Blaine County, Idaho, as Instrument No. \_\_\_\_\_.

A conveyance consisting of the Unit number with reference to the Condominium Map will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Area, and to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in this 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 Condominium 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 furnishings of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. 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 Condominium from a lien against two or more Condominiums 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 Condominium.

ARTICLE VIII. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

Section 8.1 The Management Body. The Association is hereby designated to be the "Management Body" as provided in Section 55-1503 and 55-1506 of the Idaho Code and shall administer the Project in accordance with the Condominium Property Act of such Code, the Articles of Incorporation and By-Laws of the Association and the provisions of this Declaration.

Section 8.2 The Common Area. The Association, subject to the rights of the Owners set forth in Article 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 Condominium Unit shall keep the Limited Common Area designated for use in connection with his Unit in a clean, sanitary and attractive condition, and shall maintain and repair the heating equipment and water heater servicing his Unit exclusively. The parking areas which have been designated Limited Common Area shall be used exclusively for motor vehicle storage and shall not be used for storage of any other personal property. The Association shall be responsible for the maintenance and repair of exterior surfaces of Buildings and improvements located on the Project, including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, the maintenance and repair of other Common Area, including utility lines and all other improvements or materials located within or used in connection with the Common Area. The Association shall maintain in a proper, first class manner all landscaping and natural vegetation constituting part of the Common Area. The specification of duties of the Association with respect to particular Common Area shall not be construed to limit its duties with respect to other Common Area, as set forth in the first sentence in this Section. The cost of such management, maintenance 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 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each Unit.

Section 8.4 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all 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 interests in the Common Area. Such interest shall not be transferable except with the transfer of a Condominium. A transfer of a Condominium 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 Condominium under the foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

Section 8.5 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. Such rules and regulations may include, without limitation, assignment of particular portions of any storage areas within the Common Area for exclusive use by Owners of particular Condominiums. The Association may limit the number of guests who may be lodged within one Unit. 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, or to levy fines for the failure to abide by such rules and regulations. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law.

Section 8.6 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

#### ARTICLE IX. ASSESSMENTS.

Section 9.1 Agreement to Pay Assessment. Declarant, for each Condominium owned by it within the Project, and for and as the Owner of the Project and every part thereof, hereby covenants, and each Owner of any Condominium by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association periodic assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article. The obligation for such assessments is joint and several in the case of co-owners of a Unit. The assessment provided herein shall commence for Units 1 through 12, 20, and 21 on the date the first conveyance of a Condominium to an Owner who is not the Declarant, or on March 1, 1980, whichever is later. The assessment for Units 13 through 19 and Units 22 through 24 shall commence on the date of the first conveyance of any Condominium in the Project to any Owner other than the Declarant, or April 1, 1980, whichever is later.

Section 9.2 Amount of Total Periodic Assessments. The total periodic assessments against all Condominiums shall be based upon advance estimates of cash requirements by the



Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area or furnishing electrical, water, sewer and trash collection services, and other common services, to each Unit, to the extent not separately metered and/or billed to a specific Unit, which estimates may include, among other things, expenses of management; taxes and special assessments, until the Condominiums are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; landscaping and care of grounds; common lighting and heating; water charges; trash collection; sewer service 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 funds; 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 Periodic Assessments.

Expenses attributable to the Common Area and to the Project as a whole shall be apportioned among all Owners of the 24 Units; each such Owner of these Units shall be responsible for the same proportion of such expenses as the proportion such Owner's percentage interest in the Common Area as set forth in Exhibit "B" hereof bears to the total of percentage interests of all Owners.

Section 9.4 Notice of Periodic Assessments and Time for Payment Thereof. The Association shall make periodic assessments, which assessments shall be annually, quarterly or monthly as the Association shall from time to time determine. The Association may, in its discretion, allow assessments to be given to each Owner, which notice shall specify the amount of the assessment and the date or dates of payment of the same. No payment shall be due less than fifteen (15) days after the said written notice has been given. Each delinquent periodic assessment shall bear interest at the rate of ten per cent (10%) per annum from the date it becomes due together with a late charge of FIFTEEN DOLLARS (\$15.00) for each delinquent periodic assessment. An assessment payment is delinquent if not paid within thirty (30) days after such due date. Failure of the Association to give notice of the assessment shall not affect the liability of the Owner of any Condominium for such assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given.

Section 9.5 Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy at any time a special assessment payable over such a period as the Association may determine, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for 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 the same manner as provided in Section 9.3 of this Article. 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. The Association shall have the power to incur expenses for maintenance and repair of any Unit if such maintenance and repair is necessary, in the opinion of the Board of Directors of the Association to protect the Common Area or any other portion of the Project, and if the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to said Owner or Owners. The Board shall levy a special assessment against the Owner or Owners of any such Unit to pay for the cost of such maintenance and repair, and any other costs or expenses arising out of or incident to such maintenance and repair, and the assessment therefor. A delinquent special assessment shall bear interest at the rate of ten per cent (10%) per annum from the date it becomes due together with a late charge of FIFTEEN DOLLARS (\$15.00) for each delinquent special assessment. A special assessment payment is delinquent if not paid within thirty (30) days after such due date.

Section 9.6 Lien for Assessments. All sums assessed to any Condominium pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such Condominium except only for: (a) valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority; (b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Declarant, duly recorded in Blaine County, Idaho, real estate records, including all unpaid obligatory advances to be made pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (c) labor of materialmen's liens, to the extent required by law. All other lienors acquiring liens on any Condominium after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

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 Condominium and a description of the Condominium. Such a notice shall be signed by the Association and may be recorded in the office of the County Recorder of Blaine 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. After filing the liens, the Owner shall be required to pay the costs and expenses of such foreclosure proceeding, the costs and expenses of filing the notice of assessment; costs and expenses include all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium 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 Blaine 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 Condominium may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall report to any encumbrancer of a Condominium any unpaid assessment remaining unpaid for longer than ninety days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Unless sooner satisfied and released or the enforcement thereof initiated as provided earlier in this Section, any lien created pursuant to this Section shall expire and be of no further force or effect one year from the date of recordation of said notice of assessment; provided, however, that said one-year period may be extended by the Association for not to exceed one additional year by a written extension signed by the Association and recorded in the office of the County Recorder of Blaine County, Idaho, prior to expiration of said first one-year period.

Section 9.7 Personal Obligation of Owner. The amount of any periodic or special assessment against any Condominium 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 foreclosure or waiver the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his Condominium.

Section 9.8 Statement of Account. Upon payment of a reasonable fee, not to exceed \$15.00 and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium, the amount of the current periodic 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 within the twenty-day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Condominium.

Section 9.9 Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 9.8, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium 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 CONDOMINIUMS.

Section 10.1 Residential. Except as provided below, each Condominium shall be used for residential purposes and no trade or business of any kind may be carried on therein. Lease or rental of a Condominium for lodging or residential purposes shall not be considered to be a violation of this covenant. In addition, Declarant shall have the right to use any portion of the Project, including any Unit owned by Declarant, for a model condominium site and display and sales office during the construction and sales periods.

Section 10.2 Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Association. Nothing shall be altered on, constructed in, or removed from, the Common Area except upon the prior written consent of the Association. No modification or alteration of the open space or parking area of the Common Area which would affect the quantity or quality of such areas shall be made without the written consent of the Planning and Zoning Commission of the City of Sun Valley, Idaho, and in accordance with the Master Declaration of Covenants, Conditions and Restrictions of Elkhorn at Sun Valley, recorded in the records of Blaine County, Idaho, as Instrument No. 142929.

Section 10.3 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any invitee of any Owner

or tenant, 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, his invitees, or tenant, provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

Section 10.4 Animals. No animals, reptiles, rodents, birds, fish, livestock or poultry shall be kept in any Unit or elsewhere within the Project except that domestic dogs, cats, fish and birds inside bird cages may be kept as household pets within any Unit, if they are not kept, bred or raised for commercial purposes. The Association may by rules or regulations prohibit or limit the keeping of any household pets in any Unit or on the Common Area or any part thereof. The Board can prohibit maintenance of any animal that constitutes a nuisance to any other Owner in the sole and exclusive opinion of the Board. Each person bringing or keeping a pet upon the Project shall be absolutely liable to other Owners, their family members, guests, invitees, tenants and contract purchasers, and their respective family members, guests, and invitees for any damage to persons or property caused by any pet brought upon or kept upon the Project by such person or by members of his family, his guests or invitees.

Section 10.5 Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association.

Section 10.6 Maintenance of Interiors. Each Owner shall keep the interior of his Unit, including, without limitation, interior walls, windows, glass, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition, and good state of repair, and shall keep the Limited Common Area designated for use in connection with his Unit in clean, sanitary and attractive condition, and shall keep the heating equipment and water heater servicing his Unit exclusively in a good state of maintenance and repair. The patio or balcony areas of the Limited Common Area shall not be used for storage of items not to be used in the balcony or patio area, other than neatly stacked firewood, including, but not limited to, bicycles and boxes.

Section 10.7 Structural Alterations. No structural alterations to any Unit shall be made, and no plumbing, electrical or similar work within the Common Area shall be done, by any Owner without the prior written consent of the Association and the Architectural Control Committee, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area appurtenant to such Owner's Unit.

Section 10.8 Parking Restrictions. No vehicle shall be parked or left on the property subject to this Declaration other than on the designated parking area. The parking area shall be used for parking operable vehicles only and shall

not be converted for living, recreational or business purposes, nor shall anything be stored in any parking area so as to prevent the parking of an automobile therein. No exposed storage shall be permitted anywhere on the property. Camper and boat storage on the Common Area shall be permitted only pursuant to Association rules or regulations.

Section 10.9 Signs. Except for signs as may be used by Declarant in connection with the sale of Condominiums, no sign of any kind shall be displayed to the public view without the approval of the Board of Directors.

Section 10.10 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate and no odors shall be permitted to arise from the property so as to render any portion of the property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Without limiting the generality of any of the following provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security systems used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Board of Directors. No noxious or offensive activities, including but not limited to, repair of automobiles or other motorized vehicles, shall be conducted within the Project. Nothing shall be done on or within the Project that may be or may become an annoyance or nuisance to the residents of the Project, or that in any way interferes with the quiet enjoyment of occupants of Units. Unless otherwise permitted by the Association rules, no Owner shall serve food or beverages, cook, barbecue, or engage in similar activities, except within such Owner's Unit or Limited Common Area.

Section 10.11 Outside Installations. No clothes lines, television antennas, wiring or installation of air conditioning or other machines shall be installed on the exterior of the building or be allowed to protrude through the walls, the windows, the roof of the building, or the balconies, unless the prior written approval of the Board of Directors is secured.

Section 10.12 Outside Drying and Laundering. There shall be no exterior drying or laundering of clothes on balconies, patios, porches or other areas.

Section 10.13 Fences, Etc. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Project except those that are installed in accordance with the original construction of the Project, and their replacements or as are authorized and approved by the Board.

#### ARTICLE XI. INSURANCE.

Section 11.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority

of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time. In order to facilitate the providing and maintaining of adequate and proper insurance, it is contemplated that Declarant may contract for blanket insurance coverage covering the Project as contemplated by this Article XI prior to or concurrently with the first conveyance of a Condominium and any obligations or commitments for the payment of premiums or expenses otherwise incurred by Declarant under any such blanket policy or coverage, whether or not the same is also a personal obligation of the purchaser or purchasers of any Condominiums shall become an obligation of the Association and shall be paid for out of Association funds.

(a) Casualty Insurance. The Association shall obtain insurance on the Project in such amounts as shall provide for full replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multiple family residential buildings in the vicinity of the Project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the Association, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Project.

(c) 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 of employees of the Association in the amounts and in the forms now or hereafter required by law.

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

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

Section 11.2 Optional Insurance. The Association may obtain the following types of insurance coverage, but it is not required to do so.

(a) Personal Property Casualty Insurance. The Association may in its discretion obtain insurance on the personal property and furnishings initially placed in the Units of Owners by Declarant upon completion of construction of the Project in amounts equal to the replacement cost less depreciation in the event of damage or destruction from casualties against which such insurance is obtained.

(b) Casualty and Public Liability Insurance. The Association may in its discretion obtain casualty and public liability insurance coverage, in amounts it may select, with respect to an Owner's activities within each individual Unit and for activities of the Owner, not acting by the Association with respect to the Common Area.

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

Section 11.3 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit number, the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such first Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days' prior written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner who requests it 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 for a waiver of subrogation by the insurer as to claims against the Association, the Board, employees and agents and against each Owner and each Owner's employees, agents and guests and shall provide that the insurance cannot be cancelled, invalidated or suspended on account of the conduct of the Association, the Board, employees and agents or of any Owner or such Owner's employees, agents or guests, and shall provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or Mortgagee and that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or Mortgagee.

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 11.4 Owner's Responsibility. Insurance coverage on the furnishings initially placed in the Unit by Declarant, unless the Association pursuant to Section 11.2 hereof elects to arrange for such casualty insurance (in which event Owner shall be responsible for the amount, if any, the replacement cost exceeds the insurance proceeds), and casualty



and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area, unless the Association pursuant to Section 11.2 hereof elects to arrange for such insurance, and regardless of the Association's election, insurance coverage against loss from theft on all personal property and insurance coverage on items of personal property placed in the Unit by Owner, shall be the responsibility of the respective Owners.

Section 11.5 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 11.6 Owner's Own Insurance. Notwithstanding the provisions of Sections 11.1 and 11.2 hereof, each Owner may obtain insurance at his own expense providing coverage upon his Condominium, his personal property, for his personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article. All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, the Declarant and the institutional first Mortgagee of such Condominium. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable under policies described in this Section 11.6 that results from the existence of such other insurance will be chargeable to the Owner who acquired other insurance, and such Owner will be liable to the Association to the extent of any such diminution. In addition, any improvements made by an Owner within his Unit may be separately insured by the Owner, but the insurance is to be limited to the type and nature of coverage commonly known as "tenant's improvements".

#### ARTICLE XII. CASUALTY DAMAGE OR DESTRUCTION.

Section 12.1 Affects Title. Title to each Condominium 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 Condominium.

Section 12.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance

by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

Section 12.3 General Authority of Association. As attorney in fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a Condominium 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 mean restoring the Project to substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners and all first Mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.

In the event any Mortgagee should not agree not to rebuild, the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners are in unanimous agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under Article 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.

Section 12.5 Repair or Reconstruction. As soon as practicable after receiving these estimates the Association shall diligently pursue to complete the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than 5% from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the Buildings shall be substantially the same as prior to damage or destruction.

Section 12.6 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article 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 like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 12.7 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided

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

Section 12.8 Decision Not to Rebuild. If all Owners and all holders of first Mortgages on Condominiums agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4.

#### ARTICLE XIII. OBSOLESCENCE.

Section 13.1 Adoption of a Plan. The record Owners, as reflected on the real estate records of Blaine County, Idaho, representing an aggregate record ownership interest of 85% or more of the Units may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction, which plan has the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Owners. Such plan shall be recorded in Blaine County, Idaho, real estate records.

Section 13.2 Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominiums. These assessments shall be levied in advance pursuant to Article IX hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

Section 13.3 Dissents from the Plan. An Owner not a party to such a plan for renewal or reconstruction may give written notice of dissent to the Association within fifteen (15) days after the recordation of such plan. The Association shall then give written advice of such dissents to all the Owners within five (5) days after the expiration of such fifteen-day period. Within fifteen (15) days of receipt of such notice from the Association, the record Owners, representing an aggregate record ownership of more than 15% of the Units may cancel the plan by written instrument recorded in Blaine County, Idaho, real estate records. If the plan is not cancelled, then the Condominium of each dissenter shall be purchased according to the following procedures. If the Owner and the Association can agree on the fair market value thereof, then such sale and conveyance shall be completed within sixty (60) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencing date, each party shall nominate a qualified appraiser by written nomination and shall give notice of such nomination to the other. If either party fails to make such nomination,

the appraiser nominated shall, within five (5) days after default by the other party appoint and associate with him another qualified appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of default of one party, are unable to agree, they shall appoint another qualified appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two qualified appraisers, and from the names of the four persons so nominated one shall be drawn by lot by judge of any court of record in Idaho, and the person whose name is so drawn shall be the umpire. The nominations from among which the name of the umpire is to be drawn by lot shall be submitted within ten (10) days after the failure of the two appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, the decision of such umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within sixty (60) days after decision of the appraisers, and the Association as attorney in fact shall disburse the proceeds in the same manner provided in Section 13.4 of this Declaration. The obligation of the Association to make such purchase shall be conditioned on the fair market value of the Condominium exceeding the obligations secured by liens on such Condominium, and upon the marketability of the title of the Owner. Owner shall furnish the Association an appropriate abstract of title or commitment for title insurance evidencing marketability of his title not less than fifteen (15) days prior to the date set for completion of the sale.

The Association, pursuant to Article IX hereof, may levy a special assessment sufficient to provide funds to pay for the Condominiums of the dissenters, provided that such assessments shall not apply to any of the Owners who are among the dissenters and shall not be liens against the Condominium of such Owners.

Section 13.4 Sale of Obsolete Units. The Owners representing an aggregate ownership interest of 66-2/3% or more of the Units may agree that the Condominiums are obsolete and that the Project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time such agreement is made. In such instance the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney in fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Map and the By-Laws. The sale proceeds shall be apportioned among the Owners in the same proportion as set forth in Exhibit "B", and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney in fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

Section 13.5 Distribution of Excess. In the event

amounts collected pursuant to Section 13.2 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

ARTICLE XIV. CONDEMNATION.

Section 14.1 Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 14.2 Proceeds. All compensation, damages, or other proceeds therefrom the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association.

Section 14.3 Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in the proportion set forth in Exhibit "B", provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the 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 13.4 of this Declaration.

Section 14.4 Partial Taking. In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between 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 Condominiums which were not taken or condemned;

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

(d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances.

If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 13.4 of this Declaration.

Section 14.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessment 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 Units for amendment of this Declaration as provided in Article XV hereof.

Section 14.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XII above.

#### ARTICLE XV. REVOCATION OR AMENDMENT.

Section 15.1 Declaration. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of 51% or more of the Condominiums as reflected on the real estate records of Blaine County, Idaho, and all holders of any recorded Mortgage covering or affecting any or all of the Condominiums, whose interests as Mortgagees appear in such records, consent and agree to such revocation or amendment by instruments duly recorded. Any such revocation or amendment shall be binding upon every Owner and every Condominium whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Condominium consents thereto.

Section 15.2 Condominium Map. Inasmuch as the Project shall be constructed by Declarant over a period of years, Declarant reserves the right to amend the Condominium Map for Summit Condominiums filed in the records of Blaine County, Idaho, at any time or times following recordation of same and prior to the sale of all Units in the Project for the purpose of causing such map to correctly and accurately depict the actual location and dimensions of improvements located in the Project as disclosed by surveys of same undertaken following construction of such improvements and to make such further amendments as are required or permitted by the Condominium Property Act of the State of Idaho.

#### ARTICLE XVI. PERIOD OF CONDOMINIUM OWNERSHIP.

The condominium ownership created by this Declaration and the Condominium Map shall continue until this Declaration is revoked in the manner provided in Article XV of this Declaration or until terminated in the manner provided in Articles XIII (Obsolescence) or XIV (Condemnation) of this Declaration.

ARTICLE XVII. MISCELLANEOUS.

Section 17.1 Compliance with Provisions of Declaration and By-Laws of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the rules and regulations, 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 proper case, by an aggrieved Owner, or the Board may levy a fine which shall be enforced by the lien provisions of Article IX, Section 9.6. Such remedies and other remedies contained herein are cumulative.

Section 17.2 Registration of Mailing Address. Each Owner shall register his mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the By-Laws of the Association. All notices or demands to be served on Mortgagees pursuant thereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association 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 17.2 shall be deemed given when deposited in the United States mail in the form provided for in this Section 17.2.

Section 17.3 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 interests, to any person or entity.

Section 17.4 Elkhorn Master Declaration and Association. The Project and the Real Property described on Exhibit "A" is subject to the Elkhorn Master Declaration of Covenants, Conditions and Restrictions ("Master Declaration" herein) and the Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Declarant ("Supplemental Declaration" herein) recorded as Instrument Numbers 142929 and 189978 respectively in the Blaine County, Idaho, real estate records, and such Real Property is designated as Multi-Family Residential Area. Said Master Declaration provides a plan for establishment and maintenance of area subject thereto as part of a scenic and pastoral mountain residential area. Said Master Declaration provides for the performance of certain functions within certain areas for and on behalf of owners of property within the areas subject thereto by the Elkhorn Property Owners' Association, Inc. ("Owners' Association" herein) and each Owner of a Condominium shall be entitled to the benefits, and subject to the obligations, including obligations with

respect to assessments, as provided in said Master Declaration and the Articles and By-Laws of such Owners' Association.

Section 17.5 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 Condominium shall have no obligation for expenses or other obligations accruing after he conveys such Condominium.

Section 17.6 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 17.7 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

Section 17.8 Construction by Declarant. Nothing in this Declaration nor any action taken by the Association shall limit the right of Declarant to complete construction of improvements to the Common Area and to Units owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Project. Such right shall include, but shall not be limited to erecting, constructing and maintaining on the Project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease or otherwise. This Declaration shall not limit nor shall any action of the Association limit the right of Declarant at any time prior to the sale of all Units by Declarant to establish on the Project additional easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the property development and disposal of the Project. Prior to the acquisition of title by purchasers of the total number of the Units of the Project, no action by the Association shall require Declarant to construct additional improvements to the Common Area and Units unless Declarant agrees to construct such improvements. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. The rights of Declarant hereunder shall pass to and be enforceable by any successor or assign of Declarant acquiring the entire interest of Declarant in the Project whether by private sale, foreclosure proceedings or otherwise.

Section 17.9 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.



THIS DECLARATION is executed on this 6th day of  
February, 1980.

O.L.H. DEVELOPMENT COMPANY,  
a Nevada general partnership,  
by all its general partners

By Joseph F. O'Brien  
Joseph F. O'Brien

By W. DeRay Lombardi  
W. DeRay Lombardi

By R. Craig Howard  
R. Craig Howard

STATE OF IDAHO )  
: ss.  
County of BLAINE )

On this 6th day of FEBRUARY, 1980, before me,  
the undersigned, a Notary Public in and for said State,  
personally appeared JOSEPH F. O'BRIEN, known to me to be  
one of the partners of the partnership that executed the  
within instrument, and acknowledged to me that such partnership  
executed the same.

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

James A. Anderson  
Notary Public in and for said  
County and State  
Residing at KETCHUM, ID

STATE OF IDAHO )  
: ss.  
County of BLAINE )

On this 6th day of FEBRUARY, 1980, before me,  
the undersigned, a Notary Public in and for said State,  
personally appeared W. DERAY LOMBARDI, known to me to be one  
of the partners of the partnership that executed the within  
instrument, and acknowledged to me that such partnership executed  
the same.

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

James A. Anderson  
Notary Public in and for said  
County and State  
Residing at KETCHUM, ID

STATE OF IOAHO )  
 : ss.  
County of BLAINE )

On this 6<sup>th</sup> day of FEBRUARY, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared R. CRAIG HOWARD, known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

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


  
\_\_\_\_\_  
Notary Public in and for said  
County and State  
Residing at KEROSUM, IO  
\_\_\_\_\_

EXHIBIT "A"

Tennis Court Parcel

TOWNSHIP 4 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO:

SECTION 17: A tract of land more particularly described as follows:

Commencing at the Southeast corner of Section 17; thence N. 41° 29' 48" W., 2439.60 feet to a point on the Easterly boundary line of Elkhorn Road being the TRUE POINT OF BEGINNING, said point lies S. 46° 09' 27" E., 5071.79 feet from the Northwest corner of Section 17; thence N. 38° 38' 02" E., 29.22 feet to a point on the Southerly boundary of the tennis courts as described in that certain Warranty Deed executed by Elkhorn at Sun Valley to Elkhorn Property Owners Association, Inc., an Idaho corporation, recorded July 25, 1975, as Instrument No. 150935, records of Blaine County, Idaho; thence S. 78° 26' 49" E., 120.25 feet along the Southerly boundary of said tennis courts; thence N. 11° 33' 11" E., 186.02 feet along the Easterly boundary of said tennis courts; thence S. 78° 26' 49" E., 51.79 feet; thence S. 71° 31' 00" E., 95.90 feet; thence S. 13° 21' 25" W., 99.74 feet; thence S. 31° 48' 19" E., 293.63 feet; thence S. 51° 30' 00" W., 86.21 feet; thence 171.81 feet along a curve to the right, with a central angle of 98° 26' 23", a radius of 100.00 feet, and a long chord of 151.44 feet that bears N. 79° 16' 48" West to a point on the Easterly boundary line of Elkhorn Road; thence 202.66 feet along a curve to the left, with a central angle of 21° 18' 21", a radius of 545.00 feet, and a long chord of 201.50 feet that bears N. 40° 42' 47" W.; thence N. 51° 21' 57" W., 126.75 feet to the REAL POINT OF BEGINNING.

EXHIBIT "A"

SUMMIT CONDOMINIUMS

Allocation of Common Area

<u>Unit Number</u>	<u>Interest In Common Area</u>
1	3.60 %
2	3.93 %
3	3.75 %
4	3.75 %
5	4.50 %
6	3.60 %
7	4.20 %
8	4.20 %
9	4.70 %
10	4.27 %
11	4.27 %
12	4.90 %
13	4.27 %
14	4.27 %
15	4.90 %
16	4.20 %
17	4.20 %
18	4.70 %
19	3.93 %
20	3.93 %
21	3.93 %
22	3.75 %
23	3.75 %
24	4.50 %

EXHIBIT B

**Instrument # 637180**

HAILEY, BLAINE, IDAHO  
08-11-2016 12:00:37 PM No. of Pages: 7  
Recorded for: ADAM B KING, ATTORNEY AT LAW PC  
JOLYNN DRAGE Fee: \$28.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile

Recording Requested By and  
When Recorded Return to:

Adam B. King, ISB No. 5585  
Attorney at Law, PC  
P.O. Box 4962  
371 N. Walnut Ave., Suite A  
Ketchum, Idaho 83340  
Tel: 208.721.7859  
E-mail: abk@ketchumlegal.com

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**FIRST AMENDMENT RE: INSURANCE**

This FIRST AMENDMENT RE: INSURANCE ("Amendment"), supplements and amends:

Title	Recording Date	Instrument Number
Condominium Declaration for Summit Condominiums	February 7, 1980	201099

The Amendments are as follows:

**New Insurance Provisions:** The previous Article XI is REPEALED and STRICKEN. Article XI shall now read:

**ARTICLE XI: INSURANCE**

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

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

- a. **Casualty Insurance.** The Association shall obtain insurance on the Common Area portions of the Project in such amounts as shall provide for full replacement thereof to the quality and specifications as originally constructed (but with code upgrades) 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 buildings in the vicinity of the Project would in the exercise of prudent business judgment obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, earthquake, war risk insurance, if available and if deemed appropriate by the Association and at rates deemed reasonable by the Board, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such deductible provisions as in the Association's opinion are consistent with good business practice. The procurement and maintenance of such insurance shall not preclude the Association from pursuing any claim or suit for damage against an Owner or other person who causes damage to the Common Area, nor for any damage to the Common Area originating from a Unit. Notwithstanding any other provision in the Declaration, each Owner is fully responsible, including all insurance deductibles, for all damage to the Common Area and any other Unit where the cause of such damage originates within an Owner's Unit.
  
- b. **Public Liability and Property Damage Insurance.** The Association shall purchase broad-form, commercial general liability coverage in such amounts and in such forms as the Association deems advisable to provide adequate protection, but in no event with aggregate limits of less than two million dollars (\$2,000,000). Coverage shall include, without limitation, liability for personal and bodily injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance, and other use of the Project.

- c. Worker's Compensation and Employer's Liability Insurance. The Association shall purchase worker's compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association, if any, in the amounts and in the forms now or hereafter required by law.
- d. Fidelity Insurance. The Association may purchase, in such amounts and in such forms as the Association shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.
- e. Other. The Association may obtain insurance against such other risks of a similar or dissimilar nature, as the Association shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.
- f. Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the proportional interest of each Condominium (by Unit number and the appurtenant undivided interest and/or share in the Common Area), and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such first Mortgage, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days' prior written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner who requests it 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 for a waiver of subrogation by the insurers as to claims against the Association, the Board of Directors, employees, and agents, and shall provide that the insurance cannot be canceled, invalidated, or suspended on account of the conduct of the Association, the Board of Directors, employees, and agents or on account of any Owner or such Owner's employees, agents, or guests and shall provide that any "no other insurance" clause in the

insurance policy shall exclude any policies of insurance maintained by any Owner or Mortgagee and that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or Mortgagee.

- g. Named Insured. Public liability and property damage insurance shall name the Association as 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.
- h. Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article XI. The Association shall apportion the proceeds to the portions of the Project, which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Condominiums. Each Owner and each Mortgagee shall be bound by the appointments of damage and of the insurance proceeds made by the Association pursuant hereto.
- i. Owner's Own Casualty Insurance. Each Owner shall obtain insurance at the Owner's own expense providing casualty coverage upon the Owner's Unit and covering such other risks as the Owner 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 XI. All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association.

  - (1) Pursuant to this Article XI the Board of Directors, based on building values and trends in the insurance industry may from time to time change the minimum amount of liability insurance each



Owner is required to obtain at the Owner's own expense. Any change in said amount must be set forth in a resolution of the Board of Directors and communicated in writing to the Owners.

- (2) If any Owner violates this provision, any diminution in insurance proceeds otherwise payable under the policies, described in this section that results from the existence of such other insurance will be chargeable to the Owner who acquired such other insurance, and the Owner shall be liable to the Association to the extent of any such diminution. In addition, any improvements made by an Owner within such Owner's Unit may be separately insured by the Owner, but such insurance shall be limited to the type commonly known as "tenant's improvements" insurance.

j. Owners Own Liability Insurance: Pursuant to this Article XI, each Owner shall maintain liability insurance in an amount not less than the amount set forth in a resolution of the Board of Directors from time to time and communicated in writing to the Owners.

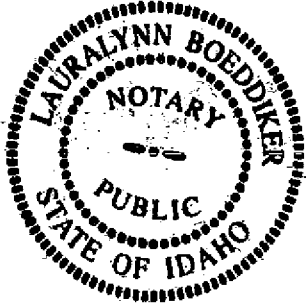
k. Owners Own Personal Property Insurance (Optional): Each Owner may, but is not required to, obtain insurance to cover the Owner's personal property located in the Owner's Unit or in any storage space.

1. **Survival of Remaining Terms of Declaration.** Except as amended or repealed herein, the Declaration and all of its terms and provisions remain in full force and effect.
2. **Conflict.** In the event of any conflict among this Amendment, the Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations, this Amendment shall prevail. To the extent not modified by this Amendment, all of the provisions of the Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations are hereby ratified.
3. **Effective Date.** This Amendment shall be effective as of the date of recording in Blaine County, Idaho.



On this 10<sup>th</sup> day of August, 2016, before me, Laura Lynn Boeddiker, a Notary Public in and for said State, personally appeared Robert Henley & Mary Jo Piangell, to me known to be (Secretary) (President) of Summit Condominium Association, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument.

WITNESS my hand and official seal.



Laura Lynn Boeddiker  
Notary Public for Idaho  
Residing at Blaine County Idaho  
Commission expires 11-25-2020

RECORDING REQUESTED BY, AND

WHEN RECORDED RETURN TO:

Richard W. Roberts  
Roberts Law, PLLC  
371 North Walnut Ave.,  
Suite A.  
P.O. Box 10168  
Ketchum, ID 83340  
Phone: (208) 721-3559  
E-Mail: roberts@robertslawpllc.com

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(Space Above Line For Recorder's Use)

**SECOND AMENDMENT TO THE CONDOMINIUM DECLARATION  
FOR SUMMIT CONDOMINIUMS**

The following provisions shall amend and supplement the CONDOMINIUM DECLARATION FOR SUMMIT CONDOMINIUMS recorded in Blaine County on February 7, 1980 as instrument no. 201099 ("Declaration") as follows:

1. The following in Section 2.2 of the Declaration is Amended as follows: The clause in the last sentence of Section 2.2 stating "the physical windows and doors themselves are part of the Common Area as herein defined" is hereby DELETED and REPLACED with the following "the physical windows and doors are the responsibility of Unit Owners to repair and maintain. Any alterations or replacement of perimeter doors and windows must be approved by the Association in writing."
2. **Survival of Remaining Terms of Declaration.** Except as amended herein, the Declaration and all of its terms and provisions remain in full force and effect.
3. **Conflict.** In the event of any conflict among this Amendment, the Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations, this Amendment shall prevail. To the extent not modified by this Amendment, all of the provisions of the Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations are hereby ratified.

**4. Effective Date.** This Amendment shall be effective as of the date of recording in Blaine County, Idaho.

**Authority.** This Amendment was authorized by a majority vote of at least fifty-one percent (51%) of the Owners of the Summit Condominium Association, Inc. at a duly noticed and called meeting of the Owners on AUGUST 10, 2018.

SECRETARY'S CERTIFICATE

I, ROBERT W. HENLEY Secretary of the Summit Condominium Association, Inc., received and tallied the votes of Owners at a duly noticed and called meeting of the Owners on August 10, 2018. A total of 14 owners, representing at least fifty-one percent (51%) of the Owners of the Summit Condominium Association, Inc., pursuant to Article XV, Sec. 15.1. of the Declaration, voted to amend the Declaration as set forth above. The Amendment was duly adopted.

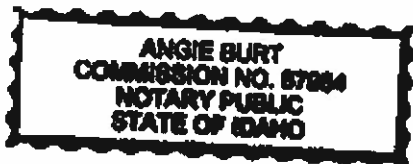
Signature:

[Handwritten Signature]

STATE OF Idaho )  
County of Blaine ) ss.

On this 10<sup>th</sup> day of October, 2018, before me, Angie Burt, a Notary Public in and for said state, personally appeared Robert Henley, known or identified to me to be the President of the Corporation that executed this document on behalf of said entity, and acknowledged to me that said entity executed the same and did subscribe and swear to the same before me and in my presence.

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



Angie Burt  
Notary Public for Idaho  
Residing at Bellevue, Idaho  
My commission expires 5/13/2022

# 365240

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:  
SUMMIT PHASE I CONDOMINIUM ASSOCIATION  
P.O. Box 6028, Sun Valley, ID 83354

On or about February 7, 1980, the By-Laws of the Summit Phase I Condominium Association were filed in the Office of the Recorder, Blaine County, Idaho, as Instrument #201099.

The Condominium Declaration of said Association has been changed to read as follows: THIRD AMENDMENT (dated March 25, 1994):

ARTICLE XI. INSURANCE.

1. Section 11.1 (a), Casualty Insurance, is amended in its entirety to read as follows:

(a) Casualty Insurance. The Association shall obtain insurance on the project in such amounts as shall provide for the full replacement value of the common areas of the project and the full replacement value of the interior of the condominium units as they were sold under the original specifications before any subsequent additions by the unit Owner in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multiple family residential buildings in the vicinity of the project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance is intended to provide coverage for fixtures within the four perimeter walls, floor, and ceiling of the condominium unit. Fixtures include, but are not limited to: paint and wall coverings, carpets and floor coverings, window coverings, cabinets and appliances, saunas and jacuzzis, non-load bearing interior walls, doors, and plumbing and electrical fixtures. Further, such insurance shall include fire and extended coverage, building ordinance of law coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the Association and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

2. Section 11.4, Owner's Responsibility, is amended in its entirety to read as follows:

Section 11.4. Owner's Responsibility. Insurance coverage on any improvements installed by the Owner (in which event Owner shall be responsible for the amount, if any, the replacement cost exceeds the replacement value of the original specifications) and on furnishings initially placed in the unit by Declarant or Owner, unless the Association pursuant to Section 11.2 hereof, elects to arrange for such casualty insurance, and public liability insurance coverage within each individual unit and for activities of the Owner, not acting by the Association with respect to the common area, unless the Association pursuant to Section 11.2 hereof, elects to arrange for such casualty insurance, and regardless of the Association's election, insurance coverage against loss from theft on all personal property placed in the unit by Owner, shall be the responsibility of the respective Owners.

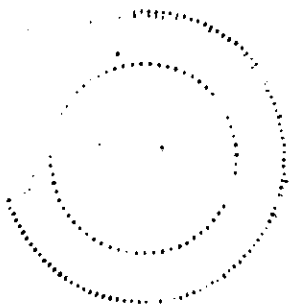
3. Except as specifically amended herein, each and every term of the Condominium Declaration for Summit Phase I Condominium Association and prior Amendments thereto shall remain in full force and effect.

BY: W. A. Boelter  
Officer or Authorized Representative

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 27 day of April, 1994, before me, a Notary Public in and for the State of Idaho, personally appeared Richard A. Boddie, known to me to be the Authorized Representative who executed the instrument on behalf of SUMMIT PHASE I CONDOMINIUM ASSOCIATION, INC., and acknowledged to me that said corporation executed the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

Cameron A. Daggett  
NOTARY PUBLIC OF IDAHO  
Residing at Hailey, ID My commission expires on: 4/30/98



BLAINE CO. REQUEST  
of Summit Phase I Condos

1994 APR 28 P 1:51 365240

MARY GREEN, CLERK and Amended  
fee \$6.00 CC + R's