



Department of State.

CERTIFICATE OF INCORPORATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the original of the articles of incorporation of

TIMBERLAKE CONDOMINIUM ASSOCIATION, INC.

was filed in the office of the Secretary of State on the 28th day of August A.D., One Thousand Nine Hundred seventy-three and to be / duly recorded on ~~Film~~ ~~Non~~ microfilm of Record of Domestic Corporations, of the State of Idaho, and that the said articles contain the statement of facts required by Section 30-103, Idaho Code.

I FURTHER CERTIFY, That the persons executing the articles and their associates and successors are hereby constituted a corporation, by the name hereinbefore stated, for **Perpetual Existence** from the date hereof, with its registered office in this State located at **McCall, Idaho** in the County of **Valley**

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this 28th day of August, A.D., 1973.

Pete T. Cenarrusa
Secretary of State.

Corporation Clerk.

ARTICLES OF INCORPORATION

OF

TIMBERLAKE CONDOMINIUM ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, each being a natural person of full age and a citizen of the United States of America, have voluntarily and do hereby associate ourselves together for the purpose of forming a corporation under the laws of the State of Idaho, Idaho Code, Title 30, Chapter 1, Section 117A. We do hereby certify, declare and adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is: Timberlake Condominium Association, Inc.

ARTICLE II

The period of existence and the duration of the life of this corporation shall be perpetual.

ARTICLE III

This corporation shall be a non-profit membership corporation.

ARTICLE IV

The location and post office address of the registered office of this corporation shall be the City of McCall, Valley County, Idaho, 83638.

ARTICLE V

This corporation is formed to be a Management Body as permitted by the provisions of the Idaho Condominium Property Act, Idaho Code Title 55, Chapter 15 and its powers are and shall be consistent with the provisions of this Act.

ARTICLE VI

A. The nature of the business and the object and purpose of this corporation shall be as follows:

1. This corporation (hereinafter referred to as the Association) shall be the "Management Body" as defined in Section 55-1503, Idaho Code, and as provided for in the terms and conditions of that certain Condominium Declaration for Timberlake Condominium Association, Inc. (hereinafter referred to as the "Declaration") to be executed by McCall Development Company, Inc. an Idaho corporation, which delegates and authorizes this Association to exercise certain functions as the Management Body. The Declaration shall be recorded in the Office of the County Recorder of Valley County, State of Idaho, together with a certified copy of these Articles of Incorporation appended thereto. All the words and terms which are capitalized

herein shall have the same meaning and definition as contained in the definition section of the Declaration, which definitions are incorporated herein by reference.

2. The Management Body shall have the power to have, exercise and enforce all rights and privileges, and to assume, incur, perform, carry out and discharge all duties, obligations and responsibilities of a Management Body as provided for in the Idaho Condominium Property Act and in the Declaration, as such Declaration is originally executed or, if amended, as amended. The Management body shall have the power to adopt and enforce rules and regulations covering the use of any Condominium Project or any Area or Units thereof, to levy and collect the annual and special assessments and charges against the Condominium and the members thereof and in general to assume and perform all the functions to be assumed and performed by the Management Body as provided for in the Declaration. It shall have the power to transfer, assign or delegate such duties, obligations or responsibilities to other persons or entitles as permitted or provided for in the Idaho Condominium Property Act, the Declaration or in an agreement executed by the Association with respect thereto. The Management Body shall actively foster, promote, and advance the interest of Owners of Condominium Units within the Condominium Project.

B. In addition to the foregoing, where not inconsistent with either the Idaho Condominium Property Act (Chapter 15, Title 55, Idaho Code) or Title 30, Idaho Code, the corporation shall have the following powers:

1. The authority set forth in Title 30 of the Idaho Code relating to the organization and conduct of general business corporations.

2. To buy, sell, acquire, hold or mortgage or enter into security agreements, pledge, lease, assign, transfer, trade and deal in and with all kinds of personal property, goods, wares and merchandise of every kind, nature and description.

3. To buy, sell, lease, let, mortgage, exchange or otherwise acquire or dispose of lands, lots, houses, buildings and real property, hereditaments and appurtenances of all kinds and wheresoever situated, and of any interest and rights therein, to the same extent as natural persons might or could do, and without limit as to amount.

4. To borrow money, to draw, make, accept, enforce, transfer and execute promissory notes, debentures and other evidences of indebtedness, and for the purpose of securing any of its obligations or contracts, to convey, transfer, assign, delivery, mortgage and/or pledge all or any part of the property or assets, real or personal, at any time owned or held by this corporation.

5. To have one or more offices to carry on all or any part of its operations and business, and to do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes, or the attainment of any one or more of the objects herein named, or which shall at any time appear conducive or expedient for the protection or benefit of the Association, and which now or hereafter may be authorized by law, and this to the same extent and as fully as natural persons might or could do, as principals, agents, contractors, trustees or otherwise, and either alone or in connection with any firm, person, association or corporation.

6. The foregoing clauses are to be construed both as objects and powers. As hereby expressly provided, an enumeration herein of the objects, powers and purposes shall not be held to restrict in any manner the general powers of the corporation. The corporation shall have the power to do all acts that are necessary and convenient to obtain the objects and purposes herein set forth to the same extent and as fully as any natural person could or might do, within the framework of the Idaho Condominium Property Act, these Articles of Incorporation, and the general corporation laws of the State of Idaho.

ARTICLE VII

A. Each member shall be entitled to receive a certificate of membership, which certificate shall state the number of votes he is entitled to cast as a member of the Association.

B. There shall be one membership in the corporation for each Condominium in Timberlake Condominium Association, Inc., as established in the Declaration; the total number of memberships shall be not more than 33. The members of the corporation must be and remain Owners of Condominiums within the Project set forth in the Declaration, and the Association shall include all Owners of Condominiums within the Project. If title to a Condominium is held by more than one person, the membership relating to that Condominium shall be shared by all such persons in the same proportionate interest and the same type of tenancy in which the title to the Condominium is held.

C. No person or entity other than an Owner may be a member of the Association. A member shall not assign or transfer his membership certificate except in connection with the transfer or sale of a Condominium; provided, however, that the rights of membership may be assigned as further security for a loan secured by a lien on a Condominium Unit. Every person or entity who is an Owner of any Condominium Unit included in any Condominium Project for which the Association has been or may be designated as a Management Body shall be required to be a member of the Association and remain a member so long as such person or entity shall retain the ownership of a Condominium Unit. Membership in the Association is declared to be appurtenant to the title of the Condominium Unit upon which such membership is based and automatically shall pass with the sale or transfer of the title of the Unit. Members shall not have pre-emptive rights to purchase other memberships in the Association or other Condominium Units in the Project.

D. The voting rights of a member of the Association shall be determined by the Owner member's percentage interest in the Common Area of the Condominium Project described in the Declaration, as the term "Common Area" is defined in Section 55-1503, Idaho Code.

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E. The total number of votes that attach to membership certificates to be exercised by the members of the corporation from and after the date of the incorporation shall be 10,000. Each member shall be entitled to vote the same percentage of the 10,000 votes as he is given percentage in the Common Area.

F. In any election of the members of the Board, every Owner (including the Developer) entitled to vote at such election shall have the right to cumulate his votes and give one candidate or divide among any number of the candidates, a number of votes equal to the number of votes to which that Owner is entitled in voting upon other matters multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected. Any director may be removed from office by a vote of a majority of the members entitled to vote at an election of directors; provided, however, that unless the entire Board is removed, an individual director shall not be removed if the number of votes cast against his removal exceeds the quotient arrived at when the total number of votes cast is divided by one plus the authorized number of directors. If any or all directors are so removed, new directors may be elected at the same meeting.

G. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

H. 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 the Rules and Regulations of the Association, or with any other obligations of such Owner under the Declaration.

I. The following sections of the Declaration dealing with specific voting requirements which require special action of the membership are incorporated herein by reference: Sections 11.4, 12.1, 12.3, 12.4, and 14.2.

ARTICLE VIII

Each member shall be liable for the payment of assessments provided for in the Declaration and for the payment and discharge of the liabilities of the corporation as provided for in the Declaration, the Idaho Condominium Property Act (Title 55, Chapter 15), and as set forth in the By-Laws of the Corporation.

ARTICLE IX

The By-Laws of this Corporation may be altered, amended, or new By-Laws adopted by any regular or special meeting of the corporation called for that purpose by the affirmative vote of the membership of the Association holding two-thirds (2/3) of the voting power of the Association.

ARTICLE X

For the purpose of specifying in detail the rights, responsibilities, duties and obligations of the Board of Directors, the officers, employees and agents of the corporation and the members thereof, including the liability of the members for the payment of assessments, the By-Laws may incorporate by reference the provisions of the Declaration, provided that a true and correct copy of such Declaration is attached to and made a part of the By-Laws of the corporation.

ARTICLE XI

The business and affairs of the Association shall be managed and controlled by a Board of Directors. The original Board of Directors shall be three (3); however, the By-Laws of the Association may provide for an increase or decrease in their number, provided that the number of directors shall not be greater than nine (9) or less than three (3). The initial Board of Directors shall serve until seventy-five per centum (75%) of the Timberlake Condominiums are sold by Developer, McCall Development Company, Inc.

ARTICLE XII

The names and post office address of the incorporators and membership of each are as follows:

<u>Name</u>	<u>Address</u>	<u>Membership</u>
E. G. Jerry Jenkins	1025 S. Capitol Blvd. Boise, Idaho	
Frank E. Brown	1025 S. Capitol Blvd. Boise, Idaho	
David R. Samuelson	1025 S. Capitol Blvd. Boise, Idaho	

IN WITNESS WHEREOF, we have hereunto set our hands
and seals this 10th day of July, 1973.

E. G. Jerry Jenkins
Frank E. Brown
David R. Samuelson

STATE OF IDAHO)
County of Ada) ss.

On this 10th day of July, 1973, before
me, the undersigned, a Notary Public in and for said County
and State, personally appeared E. G. Jerry Jenkins, Frank
E. Brown and David R. Samuelson, known
to me to be the persons whose names are subscribed to the foregoing
instrument, and acknowledged to me that they 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.

Michael H. Brady
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Idaho

NOTICE OF ADDITION OF TERRITORY
AND
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TIMBERLAKE CONDOMINIUMS

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION (hereinafter "Supplemental Declaration") is made this 10th day of July, 1973, by McCALL DEVELOPMENT COMPANY, INC., an Idaho corporation (together with its successors and assigns, collectively "Declarant")

R E C I T A L S:

A. Declarant is the owner of certain real property in the County of Valley, State of Idaho, a portion of which is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof (said property is hereinafter referred to as "the Real Property").

B. Declarant has recorded in the real property records of Valley County, State of Idaho, as Instrument No. 80096, 8/22/73, a "Master Declaration of Covenants, Conditions and Restrictions of 'The Timbers'". (hereinafter the "Master Declaration") designating the property subject thereto as a planned development community known and referred to in said Master Declaration as "The Timbers".

C. Declarant intends to provide at the present time for condominium ownership of the real property described in Exhibit "A" under the Condominium Property Act of the State of Idaho.

ARTICLE I

ANNEXATION OF TERRITORY

Section 1.1 Establishment of General Plan. Grantor hereby declares and agrees that:

A. This Supplemental Declaration and the Master Declaration are hereby established upon the Real Property in furtherance of a general plan for the improvement and sale of Lots and Condominiums within The Timbers, for the purpose of enhancing and perfecting the value of each Lot and Condominium therein, and specifically in furtherance of the general plan and scheme of condominium ownership referred to in Paragraph C of the Recitals to this Declaration, and are further declared to be for the benefit of the Project and every part thereof, and for the benefit of each Owner of a Unit in the Project.

B. The real property outlined on Exhibit "A" attached hereto and by this reference made a part hereof (the "Real Property") is made subject to the Master Declaration. The Real Property shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, or transferred, in whole or in part, subject to this Supplemental Declaration and the Master Declaration.

C. This Supplemental Declaration and the Master Declaration are hereby imposed as equitable servitudes upon the Real Property, and each and every portion thereof, as a servient tenement for the benefit of the other portions thereof and of each and every other Lot and Condominium within The Timbers as the dominant tenements.

D. This Supplemental Declaration and the Master Declaration shall run with the Real Property and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in the Real Property or any portion thereof.

Section 1.2 Classification of Additional Territory.
The Real Property is hereby designated, pursuant to Section 2.02 of the Master Declaration, to be a Multi-Family Residential Area.

ARTICLE II

DEFINITIONS

The following terms shall have the following meanings when used herein unless the context otherwise requires. All other terms used herein which are defined in the Master Declaration, unless the context otherwise specifies or requires, shall have the definitions and meanings given them in Article I of the Master Declaration.

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

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

Common Area. "Common Area" means the entire Project as it may from time to time extend, excepting all Units.

Condominium. "Condominium" means a separate interest in a Unit together with an undivided interest in common in the Common Area (expressed as a percentage of the entire ownership interest in the Common Area) as set forth in Exhibit "B" attached hereto and by this reference made a part hereof.

Condominium Map. "Condominium Map" means collectively the Condominium Map (consisting of a plat or survey map of the surface of the ground of the Real Property showing a 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 Building showing the boundaries of each Unit within each Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit number identifying the Units, and such other information as may be included thereon at the discretion of the Declaration) to be filed for record in the Real Property Records of Valley County, Idaho, for the Real Property described in Exhibit "A".

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

Limited Common Area. "Limited Common Area" means that portion of the Common Area for which exclusive easements are reserved for the use of Owners of particular Condominiums, as those areas are herein described.

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

Mortgagee. "Mortgagee" means any person or entity, or any successor to the interest of such person or entity, named as the mortgagee, trust beneficiary, or creditor under any Mortgage under which the interest of any Owner, or successor to the interest of such Owner is encumbered.

Owner. "Owner" means any person or entity, including Declarant, at any time owning a Condominium; 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.

Project. "Project" means the Real Property and all Buildings and other Improvements located thereon.

Real Property. "Real Property" means that real property described in Exhibit "A".

Units. "Units" means the separate interest in a Condominium as bounded by the interior surfaces of the perimeter walls, floors, and ceilings and as bounded by the exterior surfaces of the windows and doors thereof and 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, if a perimeter wall, floor or ceiling), foundations, clothes chutes, shafts, central heating systems, central air-conditioning equipment, reservoirs, tanks, pumps and other services used by more than one Unit, pipes, vents, ducts, flutes, chutes, conduits, wires, except the outlets thereof when located within the Unit. The exterior surfaces of the perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are not part of the Common Area as herein defined.

ARTICLE III

NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

Section 3.1 Estate 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, together with the exclusive easements to use those certain portions of the Limited Common Area as set forth on the Condominium Map. The percentage of ownership interest in the Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514, Idaho Code, and for purposes of liability as provided by Section 55-1515, Idaho 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 and said easements in the Limited Common Area are hereby declared to be appurtenant to the respective Units.

Section 3.2 Limited Common Area. "Limited Common Area" shall consist of those portions of the Common Area designated as such on the Condominium Map. An exclusive easement of use is hereby reserved over each such Limited Common Area in favor of the Owner of the Unit identified with the same number or other designation by which the Limited Common Area is designated on the Condominium Map, to be used by the Owner of such Unit to the exclusion of the use thereof by the other owners of the Common Area except by invitation.

The Limited Common area shall consist of: balconies, porches, automobile parking structures, and heating equipment located in the crawl space under each unit, if any.

Section 3.3 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 such 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 but for the combination of the Units. 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 3.4 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. 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 3.5 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 and easements in the Limited 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, transfer, encumbrance or conveyance, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration.

Section 3.6 Partition not Permitted. The Common Area shall be owned in common by all Owners of Condominiums, subject to said easements in the Limited Common Area, and no Owner may bring any action for partition thereof.

Section 3.7 Owners' 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 that portion of the Limited Common Area in which an easement is granted herein or on the Condominium Map for exclusive use by such Owner.

Section 3.8 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 eight per cent (8%) per annum and shall be secured by the lien created by Article IX, Section 9.5 hereof.

Section 3.9 Owners' 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, windows, and doors forming the boundaries of his Unit, and all walls, ceilings, floors and doors within such boundaries.

Section 3.10 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 any 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 settling, rising or shifting of the earth, or by change in position caused by repair or reconstruction of the Project or any part thereof.

Section 3.11 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 right, 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. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article VIII below.

Section 3.12 Owners' Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon and across the General 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 3.13 Association's Right to Use of General Common Area. The Association shall have a non-exclusive easement to make such use of the General Common Area as may be necessary or appropriate to perform its obligations or exercise its rights 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 3.14 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 General Common Area, the right to store materials thereon and to make such use thereof as may be reasonably necessary incident to complete development of the Project.

Section 3.15 Other Rights of Ingress and Egress. The Project is subject to The Timbers Master Declaration of Covenants, Conditions and Restrictions filed for record on _____, 197__, as Instrument No. _____, in the Records of Valley County, Idaho (the "Master Declaration"). The Project is part of the planned development encompassing other real property subject to the Master Declaration. From time to time as may be necessary or desirable, the Master Association described in said Master Declaration may grant easements of ingress and egress to and from other portions of The Timbers across the Common Area for the use of any person entitled to use that property referred to as the "Association Properties" in said Master Declaration and for the purpose of equestrian, pedestrian, or bicycle paths and roads and utility easements across the Common Area which may serve the real property subject to said Master Declaration.

Section 3.16 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 3.10, 3.11, 3.12, 3.13, 3.14 and 3.15 above, and any easement appurtenant to such Unit as shown on the Condominium Map, even though no specific reference to such easements or to those Sections appears in any such conveyance.

ARTICLE IV

DESCRIPTION OF A CONDOMINIUM BY UNIT NUMBER

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 with the appropriate reference to the Condominium Map and to this Declaration as each appears on the records of the County Recorder of Valley County, Idaho, substantially in the following fashion:

"Condominium Unit _____ as shown on the Condominium Plat for Timberlake Condominiums, appearing in the Records of Valley County, Idaho as Instrument No. _____ and as defined and described in that Condominium Declaration for Timberlake Condominiums recorded in the Records of Valley County, Idaho, as Instrument No. _____."

Such description 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 V

MECHANIC'S LIEN RIGHTS

No labor performed or service 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 furnishing 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 VI

THE ASSOCIATION

Section 6.1 Membership. The Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits "C" and "D", respectively and are hereby made a part of this Declaration. Every Owner (including Declarant) shall be entitled and required to be a member of the Association. If title to a Condominium is held by more than one person, the membership related to that Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by him. No person or entity other than an Owner may be a member of the Association, and the Articles of Incorporation or By-Laws of the Association always shall so state and shall in addition state that the memberships in the Association shall be appurtenant to the respective Condominiums and may not be transferred except in connection with the transfer of a Condominium. The rights of membership shall be deemed assigned to a Mortgagee as further security for any loan secured by a lien on a Condominium, but a Mortgagee can only exercise such rights in the event it obtains title to such Condominium by foreclosure or by a proceeding or deed in lieu thereof.

Section 6.2 Voting Rights. The total number of votes which may be cast by all members of the Association shall be as set forth in the Articles of Incorporation and By-Laws of the Association, attached hereto as Exhibits "C" and "D", and each Owner shall be entitled to vote a percentage of the total number of votes of the Association corresponding to such Owner's percentage interest in the Common Area as set forth in Exhibit "B" attached hereto.

Section 6.3 Cumulative Voting. In any election of the members of the Board of Directors of the Association, every Owner (including Grantor) entitled to vote at such election shall have the right to cumulate his votes and give one candidate, or divide among any number of the candidates, a number of votes equal to the number of votes to which that Owner is entitled in voting upon other matters multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected. Any director may be removed from office by a vote of a majority of the members entitled to vote at an election of directors; provided, however, that unless the entire Board is removed, an individual director shall not be removed if the number of votes cast against his removal exceeds the quotient arrived at when the total number of votes cast is divided by one plus the authorized number of directors. If any or all directors are so removed, new directors may be elected at the same meeting.

The initial Board of Directors shall serve until seventy-five per centum (75%) of the Timberlake Condominiums are sold by Declarant.

Section 6.4 Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

ARTICLE VII

CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 7.1 The Management Body. The Association is hereby designated to be the "Management Body" as provided in Sections 55-1505 and 55-1506, Idaho Code, and shall administer the Project in accordance with the Condominium Property Act of such Code, the Articles of Incorporation and By-Laws of the Association and the provisions of this Declaration.

Section 7.2 General Powers of the Association. The Association shall have all of the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of Idaho may lawfully do in operating for the benefit of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws and in this Declaration and to do any and all lawful things which may be permitted to be done by this Association under this Declaration and to perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and general welfare of the Owners and their guests.

Section 7.3 Special Powers of the Association. In the event that the Association determines that any portion of a Condominium is in need of repair, restoration or painting or has been constructed or altered without proper approval of the Board or that there is a violation of any provision of this Declaration, then the Association shall give written notice to the Owner of the condition or violation complained of, and unless the Board has approved in writing corrective plans proposed by the Owner to remedy the condition complained of within such period of time as may be determined reasonable by the Association after it has given said written notice and such corrective work so approved is completed thereafter within the time allotted by the Association, the Association shall undertake to remedy such condition or violation complained of and the cost thereof shall be charged to the Owner whose Condominium is the subject matter of the corrective work, and to his Condominium, and such cost shall be deemed to be a Special Assessment to such Owner, and subject to levy, enforcement and collection by the Association in accordance with the assessment lien procedure provided for in Section 8.5 of this Declaration.

Section 7.4 The Common Area. The Association, subject to the rights of the Owners set forth in Article III hereof, shall be responsible for the exclusive management and control of the Common Area (subject to said exclusive easements for use by individual Owners of the limited 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 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 any heating equipment or water heater servicing his Unit exclusively. 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 Areas, including utility lines, areas for access to any automobile structures constituting part of the Condominiums 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, including assuring the preservation of good visual continuity between landscaped areas and natural vegetation. To the extent not assessed to or paid by the Owners, the Association shall pay all real and personal property taxes and assessments levied upon any portion of the Project. It shall be the affirmative duty of the Association to require strict compliance with all provisions of this Declaration and to inspect the Property for any violations thereof. The cost of such management, maintenance and repair by the Association shall be assessed to the Owners as provided in Article VIII.

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 7.5 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs (including but not limited to the maintenance of the Common Area or any other Association Property), 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 property 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 and other common services to each Unit. Whenever the Association deems it advantageous, such electrical, water or sewer charges shall be separately metered to each Unit. Each Owner shall be responsible to pay for all utility services separately metered to his Unit, and shall make payment for such services directly to the utility concerned. The cost of service not individually metered or otherwise charged to individual Units shall be paid by the Association on behalf of its members in common and shall be included in the Periodic Assessments and assessed to the members as provided in Article VIII.

Section 7.6 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Area. Such interest shall not be transferable

except with the transfer of a Condominium. A transfer of a Condominium, including any transfer of title to a Condominium upon foreclosure, 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.

Section 7.7 Coin Operated Machines. The Association may purchase, lease or grant licenses for the installation of coin operated machines, including but not limited to washers, dryers and cigarette, soft drink or other vending machines and may cause the same to be installed in the Common Area, upon such terms as the Association, in its discretion, deems appropriate. The net proceeds of any such machines shall be used by the Association for Association purposes, which may include, defrayal of regular Association expenses or the purchase of Personal Property for Common Use of the Owners as provided in Paragraph 7.6 above.

Section 7.8 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of Units of the Common Area and of any personal property owned by the Association, 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 storage or other areas within the General Common Area for exclusive use by Owners of particular Condominiums. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law.

Section 7.9 Implied Rights. The Association may exercise any other right or privilege reasonably to be implied from the existence of any right or privilege given to it expressly herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VIII

ASSESSMENTS

Section 8.1 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.

Section 8.2 Amount of Total Periodic Assessments. Not later than thirty (30) days prior to the beginning of each calendar year, the Association shall estimate the total cash requirements of the Association to provide for the coming year 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, trash collection

and other common services to each Unit (except such utility services as may be separately metered to each Unit and other services separately charged to a specific Unit), which estimates may include, among other things, expenses of management; taxes and special assessments upon the Condominiums until the Condominiums are separately assessed as provided herein; taxes and special assessments upon the Common Area; 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, sewer, trash collection, and sewer charges; repairs and maintenance of the common Area, wages for Association employees; road maintenance and snow removal within the Common Area and on adjoining property to the extent deemed desirable by the Board; 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 8.3 Payment of Periodic Assessments. A sum sufficient to pay the estimated net expenses, computed as provided in Section 8.2, shall be assessed to each Owner in proportion to the interest in the Common Area owned by each. Written notice of the annual assessment for each Condominium shall be given to the Owners thereof, which notice shall specify the amount of the assessment and the date or dates of payment of the same. The Association may, in its discretion, allow assessments to be paid in installments. No payment shall be due less than fifteen (15) days after the date said written notice is given. Each periodic assessment shall bear interest at the rate of eight per cent (8%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Condominium for such assessment, but the date when payment shall become due in such case shall be deferred to a date fifteen (15) days after such notice shall have been given. In the event the Association shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the Association for any reason, it shall promptly determine the approximate amount of such inadequacy and levy a further assessment which shall be assessed against the Owner of each Condominium in like proportion.

Section 8.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by this Article, the Association may levy at any time special assessments, payable over such period as the Association may determine, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair 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. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Area owned by each. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A Special Assessment shall bear interest at the rate of eight per cent (8%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

Section 8.5 Unpaid Assessments As Liens. The amount of any assessment, whether regular or special, assessed to any Owner, plus interest on such assessment at a rate of eight per cent (8%) per annum simple interest and costs, including reasonable attorneys' fees, shall become a lien upon such Condominium upon recordation with the County Recorder of Valley County, Idaho, of a notice of assessment stating the amount of the claim of delinquency, the interest and costs which have accrued thereon, and designating the Condominium against which it has been assessed and the name of the record Owner thereof. Such notice shall be signed and acknowledged by an officer of the Association. Upon recordation it shall create a lien upon the Condominium described in the amount set forth. Such assessment lien shall be prior to any declaration of homestead recorded after the recording of this Declaration. The lien shall continue for one (1) year from the date of recordation of said notice of assessment; provided, however, that said one (1) year period may be extended by the Association for not to exceed one (1) additional year by recording a written extension thereof. When the lien has been fully paid or satisfied, a further notice releasing the lien shall be recorded. Such lien may be foreclosed in the same manner as is provided in the laws of the State of Idaho for the foreclosure of liens against a Condominium as provided in Section 15-1518 Idaho Code and as otherwise provided by law. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the liens upon any Condominium created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

Section 8.6 Mortgagee Protection. Notwithstanding all other provisions hereof, no lien created under this Article VIII nor any breach of this Declaration, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the Mortgagee under any recorded Mortgage upon a Condominium made in good faith and for value, provided that after the foreclosure of any such Mortgage or conveyance of any Condominium to such Mortgagee by Deed in lieu of foreclosure, such Condominium shall remain subject to this Declaration and amount of all regular assessments and all special assessments to the extent they relate to expenses incurred subsequent to such foreclosure shall be assessed hereunder to the purchaser at such foreclosure sale.

Section 8.7 Notice of Recording Mortgages. No amendment to this Article VIII of this Declaration shall affect the rights of any Mortgagee who does not join in the execution thereof; provided that his Mortgage is recorded prior to the recordation of such amendment.

Section 8.8 Subordination. By subordination agreement executed by the Association, the benefits of Sections 8.6 and 8.7 above may be extended to Mortgagees not otherwise entitled thereto.

Section 8.9 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 foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver or the use and enjoyment of any of the Common Area or by abandonment of his Condominium.

Section 8.10 Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 8.5, 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 IX

USE OF CONDOMINIUMS

Section 9.1 General Uses

A. Residential Units. Each Residential Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein, except that:

(i) Lease or rental of a Residential Condominium or of a portion or portions thereof for lodging or residential purposes shall not be considered to be a violation of this Declaration.

(ii) Declarant or a person designated by the Association as the agent of the Association for purposes of managing the property may maintain management offices and facilities in a Residential Unit or in a temporary structure constructed on the Project.

(iii) Declarant may use any Condominium owned by Declarant as a sales office or display model, may display sales materials or signs in or about such Condominium or anywhere within the Common Area, and may carry on sales activities therein connected with the sale of Condominiums in the Project.

Section 9.2 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.

Section 9.3 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 would increase the cost of such insurance 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, his family, or any licensee, lessee or invitee of any 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, nor shall any loud noises be permitted on the property and the Board of Directors of the Association shall have the right to determine if any noise or activity producing noise constitutes a nuisance, making suitable allowance, in the case of a Commercial Unit, for the nature of the business conducted therein.

Section 9.4 Animals. The Association may by rules or regulations prohibit or limit the raising, breeding, or keeping of animals in any Unit or on the Common Area or any part thereof.

Section 9.5 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 9.6 Maintenance of Interiors and Exteriors 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 any heating equipment and water heater serving his Unit exclusively in a good state of maintenance and repair and shall keep exterior of the windows and doors of his unit in a clean, sanitary and attractive condition.

Section 9.7 Structural Alterations. No structural alterations or exterior 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, except that an Owner may do such work as may be appropriate to maintain and repair the Limited Common Area appurtenant to such Owner's Unit.

Section 9.8 Outside Installations. No clothes-lines, wiring or installation of air conditioning or other machines shall be installed on the exterior of a Building or the Project or be allowed to protrude through the walls, windows or roof of a Building, unless the prior written approval of the Board of Directors is secured.

ARTICLE X

INSURANCE AND INDEMNIFICATION

Section 10.1 Types of Insurance. Provided such insurance is reasonably available, 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.

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, 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 10.2 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 such amounts as shall provide for the full replacement thereof in the event 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 the Common Area.

Section 10.3 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners as their respective interests in the Common Area may appear as to the Common Area, and which shall specify the interest of each Condominium Owner in the Condominium owned by him (by Unit number and percentage of undivided interest in the Common Area or by reference to the schedule attached to this Declaration) 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 Mortgagees under first Mortgages upon the Project or any portion thereof, such proceeds to be used in accordance with this Declaration. Each policy shall 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 each such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

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

Section 10.4 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 determine the amount of the proceeds attributable to damage to the Common Area, and to the various Units. To the extent that reconstruction is required, the proceeds shall be used for such purpose. To the extent that reconstruction is not required and there is a determination that the Project shall not be rebuilt as provided in Article XI hereof the proceeds shall be distributed in the manner provided in Section 12.4 herein in the event of sale of obsolete Units. 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 10.5 Liability and Indemnification. Each Owner shall be liable to the Association for any damage of any type to the Common Area or any equipment thereon which may be sustained by reason of the negligence of said Owner or of his family or any licensee, lessee or invitee, to the extent that any such damage shall not be covered by insurance carried by the Association. Each Owner does further, by the acceptance of his deed, agree to indemnify each and every other Owner, and to hold him or her harmless from any claim of any person for personal injuries or property damage occurring within the Unit of the Owner, unless said injury or damage shall occur by reason of the negligence of any other Owner temporarily visiting such Unit, and each Owner further agrees to defend, at his expense, any and all remaining Owners who may be sued by any person on a claim for personal injury or property damage alleged to have been sustained within the Unit of that Owner.

Neither Declarant, any member of the Board, any officer of the Association, nor the Manager shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, the Manager or any other representatives or employees of the Association, representative or employee, provided that such Board member or the Manager has, upon the basis of such information as may be possessed by him acted in good faith.

Section 10.6 Owner's Own Insurance. Nothing herein shall prevent any Owner from obtaining insurance at his own expense providing coverage upon his Condominium, his personal property, for his personal liability, or 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 any insurance policies which the Association obtains pursuant to this Article. Insurance coverage on the furnishings initially placed in the Unit by Declarant (unless the Association, pursuant to Section 10.2 hereof, elects to insure such furnishings) and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Association (unless the Association, pursuant to Section 10.2 hereof, elects to arrange for such casualty insurance), and insurance

coverage on items of personal property placed in the Unit by the Owner, and against loss from theft on all personal property, shall be the responsibility of the respective Owners. All such insurance carried by the Owner shall waive the insurance company's right of subrogation against Declarant, Manager, the Association, the other Owners, and the servants, agents and guests of any of them, if such waiver can be obtained in the normal practice without additional premium charge therefor.

ARTICLE XI

CASUALTY, DAMAGE OR DESTRUCTION

Section 11.1 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 11.2 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 means restoring the Project to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners agree not to rebuild in accordance with the provisions set forth hereinafter.

Section 11.3 Estimate of Costs. As soon as practical 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 restoration or repair of that part of the Project damaged or destroyed.

Section 11.4 Destruction.

A. Partial Destruction. Except as otherwise provided in this Declaration, in the event of partial destruction of the Project, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article X hereof, shall be used for such purpose, subject to the prior rights of beneficiaries of deeds of trust whose interest may be protected by said policies. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be at least eighty-five per cent (85%) of the estimated cost of restoration and repair, or if the estimated cost of restoration and repair shall exceed the amount of any insurance proceeds available for such purpose by less than \$50,000, a Special Assessment of the Owners with each Owner contributing a sum in proportion to his interest in the Common Area, may be levied by the Association to provide the necessary funds for such restoration and repair. In the event the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than eighty-five per cent (85%) of the estimated cost of restoration and repair, and the balance needed shall exceed \$50,000, the owners by the vote of not less than seventy-five per cent (75%) of the votes

cast by the Owners present and entitled to vote, in person or by proxy, at a duly constituted meeting of the members of the Association may determine not to make such repairs. In the event of a determination by the Owners as provided above not to proceed with such restoration and repair, the Owners may, at their discretion, proceed as provided in Section B below.

B. Total Destruction. In the event of the total destruction of the Project, the Owners, by said requisite vote, shall likewise have the authority to determine whether said improvements shall be rebuilt, or whether the Project shall be sold. In the event of a determination to rebuild, the necessary funds shall be raised as provided in Section A above, and the Association shall be authorized to have prepared the necessary plans, specifications and maps, and to execute the necessary documents to effect such reconstruction as promptly as practical. A certificate of the resolution authorizing such reconstruction shall be filed within the Records of Valley County, Idaho, within six (6) months from the date of such destruction and in the event of a failure to record such certificate within said period, it shall be conclusively presumed that the Owners have determined not to rebuild said improvements. In the event of a determination not to rebuild, the Association shall be authorized to have prepared and to file, as promptly as practical, a corrected subdivision map, converting the Project into an unimproved parcel of land, which shall be offered for sale at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association, shall be divided proportionately among the Owners, such proportion to be based upon the percentage of interest of each Owner in the Common Area, provided that the balance then due on any valid encumbrances of record shall be first paid in order of priority before the distribution of any proceeds to any Owner whose Condominium is so encumbered.

Section 11.5 Specifications for Repairs. Such restoration or repair, if undertaken, shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five per cent (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 11.6 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 11.4 shall constitute a fund for the payment of costs 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 11.4 of this Declaration.

Section 11.7 Right to Partition. In the event that a certificate of a resolution to rebuild or restore has not been recorded as provided above within six (6) months from the date of any partial or total destruction, or if restoration has not actually commenced within said period, then each Owner shall have the right to partition of his interest in the Project.

Section 11.8 Interior Damage. Restoration and repair of any damage to the interior of any individual Unit shall be made by and at the individual expense of the Owner of that Unit and, in the event of a determination to rebuild after partial or total destruction, shall be completed as promptly as practical and in a lawful and workmanlike manner.

ARTICLE XII

OBSOLESCENCE

Section 12.1 Adoption of a Plan. The owners, as reflected on the records of the County Recorder of Valley County, Idaho, representing and aggregate record ownership interest of eighty-five per cent (85%) or more of The Units may agree at any time after December 31, 2013, 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 plans shall be recorded in the records of the County Recorder of Valley County, Idaho.

Section 12.2 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 VIII 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 12.3 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 (15) day period. Within fifteen (15) days of receipt of such notice from the Association, the Owners, representing an aggregate record ownership of more than fifteen per cent (15%) of the Units, may cancel the plan by written instrument recorded in the real estate records of Valley County, Idaho. 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 are 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 a disinterested third person, 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 be no 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 12.4 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 VIII 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 Condominiums of such Owners.

Section 12.4 Sale of Obsolete Units. The Owners representing an aggregate ownership interest of sixty-six and two-thirds per cent (66-2/3%) or more of the Units may agree at any time after December 31, 2013, 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 Articles and By-Laws of the association. The sale proceeds shall be apportioned among the Owners in proportion to their respective interest in the Common Area, 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 12.5 Distribution of Excess. In the event amounts collected pursuant to Section 12.2 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 XIII

CONDEMNATION

Section 13.1 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 13.2 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereafter called the "Condominium Award", shall be payable to the Association.

Section 13.3 Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to their respective interests in the Common Area, 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 practical 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 practical in the same manner provided in Section 12.4 of this Declaration.

Section 13.4 Partial Taking. In the event that less than the entire Project is taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof, the 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 practical 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 among the Owners in the percentages set forth in Exhibit "B"; (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 as 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 taking 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 12.4 of this Declaration.

Section 13.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights and assessments ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of the remaining Units for amendment of this Declaration as provided in Article XIV hereof.

Section 13.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XI above.

Section 13.7 Arbitration. In the event any dispute shall arise between the parties under the terms of this Article such dispute shall be decided by arbitration pursuant to the rules of the American Arbitration Association, except as modified herein. The arbitrators shall decide any dispute submitted to them by applying the laws of the State of Idaho, and shall make written findings of fact and conclusions of law, if requested by either party. Such a decision may be reviewed by the District Court of the Fourth Judicial District and in and for the County of Valley, in the same manner and applying the same standards of review as are applied on appeal from the decision of the trial court.

ARTICLE XIV

DURATION AND AMENDMENT

Section 14.1 Duration. Unless previously terminated in the manner provided in Article XII (obsolescence) or Article XIII (Condemnation), this Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a declaration of termination meeting the requirements of an amendment to this Declaration as set forth in Section 14.2 below is recorded in the public records of Valley County, Idaho. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Unit from the concomitant membership in the Association as long as this Declaration shall continue in full force and effect.

Section 14.2 Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by a Condominium Owner at a meeting of members of the Association. The resolution shall be adopted by approval of Condominium Owners owning in the aggregate not less than a seventy-five per cent (75%) interest in the Common Area. A copy of each amendment shall be certified by at least two officers of the Association and the amendment shall be effective when recorded in the public records of Valley County, Idaho; provided further, that any of the following amendments to be effective must also be approved in writing by the record holders of all encumbrances on any Condominiums at the time of such amendment:

A. Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protection granted to encumbrancers.

B. Any amendment which would necessitate an encumbrancer after it has acquired a Condominium through foreclosure to pay more than its proportionate share of any unpaid assessment or assessments accruing prior to such

foreclosure.

C. Any amendment which would or could result in an encumbrance being cancelled by forfeiture, or in the individual Condominiums not being separately assessed for tax purposes.

D. Any amendment relating to the insurance provisions as set out in Article X hereof, or to the application of insurance proceeds, or to the disposition of any money received in any taking under condemnation proceedings.

A certificate, signed and sworn to by two officers of the Association, that Owners holding at least a seventy-five per cent (75%) interest in the Common Area have either voted for or consented in writing to any amendment adopted as above provided, when recorded, shall be conclusive evidence of such fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years. Any amendment which requires the written consent of all the record holders of encumbrances shall be signed and sworn to by all such encumbrancers. When recorded, it shall be noted that such amendment has been so approved.

ARTICLE XV

MISCELLANEOUS

Section 15.1 Legal Proceedings. Failure to comply with the provisions of this Declaration, the Articles of Incorporation, the By-Laws of the Association, or the Condominium Rules and Regulations, as the same may be lawfully amended from time to time, shall be grounds for relief which may include, without limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of liens, or any combination thereof, which relief may be sought by the Association or, if appropriate, by an aggrieved Owner. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project, and any violation of this Declaration shall be deemed to be a nuisance. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision, or any other provision hereof. Any Owner not at the time in default hereunder, or Declarant, shall be entitled to bring an action for damages against any defaulting Owner, and in addition may enjoin any violation of this Declaration. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in such amount as the court may deem reasonable, in favor of the prevailing party. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive.

Section 15.2 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 on Mortgagees pursuant hereto 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 shall be deemed given when deposited in the United States mail in the form provided for in this Section.

Section 15.3 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 15.4 Owners' Obligations Continue. All obligations of each Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may have sold or rented said interest as provided herein, but the Owner of a Condominium shall have no personal obligation for expenses or other obligations accruing prior to his acquisition of such Condominium, other than unpaid assessments as provided in Sections 8.5 and 8.10 above.

Sections 15.5 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 15.6 Severability. In 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 circumstances shall not be affected thereby.

Section 15.7 Construction by Declarant. Nothing in this Declaration shall limit the right of Declarant to complete construction of improvements to the Common Areas 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 the right of Declarant at any time prior to acquisition of title by a purchaser from 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 reasonably necessary to the proper development and disposal of the Project. Prospective purchasers and Declarant shall have the right to use all Common Areas and Limited Common Areas for access to the sales facilities of Declarant. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. The rights of Declarant hereunder may be assigned by Declarant to any successor to all or part of Declarant's interest in the project, by an express assignment incorporated in a recorded deed transferring such interest to such successor.

Section 15.8 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 10th day of July, 1973.

McCALL DEVELOPMENT COMPANY, INC.
an Idaho corporation

Attest
David R. Samuelson
Secretary

By [Signature]

Its President
"Declarant"

STATE OF Idaho)
COUNTY OF Ada) ss

On this 10th day of July, 1973, before me a Notary Public in and for said County and State, personally appeared Frank E. Brown known to me to be the President of McCall Development Company, Inc. the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

[Signature]
NOTARY PUBLIC FOR Idaho
Residing at Boise

A portion of Lot A, Davis Beach Tracts, Valley County, Idaho, more particularly described as follows:

Commencing at the southeast corner of Lot A, Davis Beach Tracts, according to the official plat thereof on file in the Valley County Recorder's Office, Cascade, Idaho, thence N. $0^{\circ}03'$ W. along the east line of said Lot A, 30.00 feet to the real point of beginning; thence continue N. $0^{\circ}03'$ W. along said east line, 210.00 feet to the northeast corner of said Lot A; thence West along the north line of said Lot A, 215.00 feet to the northwest corner of said Lot A; thence S. $19^{\circ}45'$ W. along the west line of said Lot A, 175.00 feet; thence S. $64^{\circ}01'$ E., 103.39 feet; thence East, 181.40 feet to the real point of beginning, excepting therefrom the following described property:

Commencing at the southeast corner of Lot A, Davis Beach Tracts, according to the official plat thereof on file in the Valley County Recorder's Office, Cascade, Idaho, thence N. $0^{\circ}03'$ W. along the east line of said Lot A, 30.00 feet to a point; thence West, 174.58 feet to the real point of beginning; thence N. $0^{\circ}03'$ W., 4.47 feet to a point; thence N. $64^{\circ}01'$ W., 59.67 feet to a point; thence N. $34^{\circ}01'$ W., 15.00 feet to a point; thence N. $25^{\circ}59'$ E., 12.00 feet to a point; thence N. $85^{\circ}59'$ E., 21.00 feet to a point; thence S. $34^{\circ}01'$ E., 15.00 feet to a point; thence N. $25^{\circ}59'$ E., 65.00 feet to a point; thence S. $85^{\circ}59'$ W., 15.00 feet to a point; thence N. $34^{\circ}01'$ W., 21.00 feet to a point; thence N. $25^{\circ}59'$ E., 36.00 feet to a point; thence N. $34^{\circ}01'$ W., 10.00 feet to a point; thence S. $85^{\circ}59'$ W., 21.00 feet to a point; thence N. $34^{\circ}01'$ W., 8.00 feet to a point; thence N. $19^{\circ}45'$ E., 49.45 feet to a point; thence West, 16.42 feet to a point; thence S. $19^{\circ}45'$ W., 175.00 feet to a point; thence S. $64^{\circ}01'$ E., 103.39 feet to a point; thence East, 6.82 feet to the real point of beginning.

<u>Unit Designation</u>	<u>Percentage of Ownership Interests In Common Areas</u>	<u>Voting Rights of Undivided Interests In Common Areas</u>
A-1	3.33%	303.03
A-2	3.33	303.03
A-3	3.33	303.03
A-4	3.33	303.03
A-5	3.33	303.03
A-6	3.33	303.03
A-7	3.33	303.03
A-8	3.33	303.03
A-9	3.33	303.03
A-10	3.33	303.03
A-11	3.33	303.03
A-12	3.33	303.03
B-1	3.33%	303.03
B-2	3.33	303.03
B-3	3.33	303.03
B-4	3.33	303.03
B-5	3.33	303.03
B-6	3.33	303.03
B-7	3.33	303.03
B-8	3.33	303.03
B-9	3.33	303.03
B-10	3.33	303.03
B-11	3.33	303.03
B-12	3.33	303.03
B-13	3.33	303.03
B-14	3.33	303.03
B-15	3.33	303.03
B-16	3.33	303.03
B-17	3.33	303.03
B-18	3.33	303.03
B-19	3.33	303.03
B-20	3.33	303.03
B-21	3.33	303.03

EXHIBIT "B"

BY-LAWS
OF
TIMBERLAKE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

PRINCIPAL OFFICE

The principal office of the Association shall be in McCall, County of Valley, State of Idaho. The Association may have such other offices, either within or without the State of Idaho, as the Board of Directors may determine, or the affairs of the Association may require.

ARTICLE II

BOARD OF DIRECTORS

1. General Powers. The property, business and affairs of the Association shall be controlled and managed by the Board of Directors.

2. Number. The Board of Directors shall consist of three (3) members. The Board of Directors may be increased by amendment of these By-Laws, provided, however, that the number of directors shall not be increased to more than nine (9) or decreased to less than three (3); and provided further that a reduction in the number of directors by amendment of these By-Laws shall not have the effect of reducing the term of an incumbent director.

3. Qualifications; Election; Term. Directors need not be members of the Association and shall be elected by the members at their annual meeting. In any election of the members of the Board of Directors of the Association, every Owner (including Grantor) entitled to vote at such election shall have the right to cumulate his votes and give one candidate or divide among any number of the candidates, a number of votes equal to the number of votes to which that Owner is entitled in voting upon other matters multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected. Any director may be removed from office by a vote of a majority of the members entitled to vote at an election of directors; provided, however, that unless the entire Board is removed, an individual director shall not be removed if the number of votes cast against his removal exceeds the quotient arrived at when the total number of votes cast is divided by one plus the authorized number of directors. If any or all directors are so removed, new directors may be elected at the same meeting. Directors shall serve the term of one (1) year and until their successors are duly elected and qualified, the initial Board of Directors shall serve until seventy-five per centum (75%) of the Timberlake Condominiums are sold by Developer, McCall Development Company, Inc.

4. Removal; Resignation. Any director may be removed from office by a vote of a majority of the members entitled

EXHIBIT "D"

to vote at an election of directors; provided, however, that unless the entire Board is removed, an individual director shall not be removed if the number of votes cast against his removal exceeds the quotient arrived at when the total number of votes cast is divided by one plus the authorized number of directors. If any or all directors are so removed, new directors may be elected at the same meeting. Any director may resign by submitting a written notice to the Board of Directors stating the effective date of his resignation, and acceptance of the resignation shall not be necessary to make it effective.

5. Vacancies. Any vacancy occurring on the Board of Directors whether by removal, resignation, death, or otherwise, shall be filled by majority of the remaining directors though less than a quorum of the Board. A director selected to fill a vacancy on the Board of Directors shall hold office until the next annual election of directors and until his successor is duly elected and qualified.

6. Meeting. There shall be a regular annual meeting of the Board of Directors immediately following the annual meeting of the members of the Association, and the Board may establish regular meetings to be held at such other places and at such other times as it may determine from time to time. After the establishment of a time and place for such regular meeting, no further notice thereof need be given. Special meetings of the Board may be called by the president or upon written request delivered to the secretary by any two directors.

7. Notices; Waiver. Five (5) days' notice of special meetings shall be given to each director by the secretary-treasurer. Such notice may be given orally, in person, or in writing, served on or mailed or telegraphed to each director. Written waiver of notice signed by, or attendance at a meeting of the Board of Directors by a director shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting to the failure to receive such notice or to defects in said notice.

8. Quorum; Vote Required; Adjournment. At any meeting of the Board of Directors a majority of the qualified directors shall constitute a quorum. If a quorum is present, the action of a majority of the directors present and voting shall be the act of the Board of Directors. If a quorum is not present, the majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting.

9. Action of Directors without a Meeting. Any action required to be taken or any other action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the directors entitled to vote in respect to the subject matter thereof.

ARTICLE III

OFFICERS

1. General. The officers of the Association shall be a president, one or more vice presidents, and a secretary-

treasurer, all of whom shall be elected by the Board of Directors to serve at the pleasure of the Board.

2. President. The president shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall direct, supervise, co-ordinate, and have general control over the affairs of the Association and shall have the powers generally attributable to the chief executive officer of an association. The president shall be a director and shall preside at all meetings of the members of the Association.

3. Vice President. A vice president shall act in place of the president in case of his death, absence, inability, or failure to act and shall perform such other duties and have such authority as from time to time delegated to him by the Board of Directors or by the president. The vice president shall be a director; however, if the Board of Directors elects more than one vice president, only one so elected need be a director.

4. Secretary Treasurer. The Secretary-Treasurer shall be the custodian of the records and the seal of the Association and shall affix the seal to all documents requiring the same, and shall see that all notices are duly given in accordance with the provisions of these By-Laws as required by law, and that the books, reports and other documents and records of the Association are properly kept and filed. The secretary-treasurer shall have charge and custody of, and be responsible for all sorts of securities of the Association. He shall deposit all such funds in the name of and to the credit of the Association in such banks and depositories as shall be designated by the Board of Directors. He shall keep books of account and records of his transactions and of the financial condition of the Association and shall submit such reports thereof as the Board of Directors may from time to time require, and in general shall perform all of the duties incident to the office of secretary-treasurer and such other duties as may from time to time be assigned to him by the Board of Directors or the president. The Board may appoint one or more assistant secretary-treasurers who may act in the place of the secretary-treasurer in case of his death, absence, inability or failure to act.

5. Compensation. Officers, agents and employees shall receive such reasonable compensation for their services as may be authorized by the Board of Directors. Appointment of any officer, agent, or employee shall not in and of itself create contractual rights of compensation for services performed by such officer, agent or employee.

6. Delegating of Powers. In case of absence of any officer of the Association or for any other reason that may seem sufficient to the Board of Directors, the Board may delegate his duties and powers for the time being to any other officer or any director.

ARTICLE IV

RIGHTS, DUTIES AND OBLIGATIONS OF THE MEMBERS OF THE ASSOCIATION

1. Membership. Every Owner of a Condominium Unit shall be a member of the Association, and no person or entity other than an Owner of a Condominium Unit may be a member of the Association. If title to a Condominium Unit is held by more than one person, the membership related to that Condominium shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which the title to the Condominium Unit is held. Memberships in the Association shall not be transferred except in connection with the transfer of a Condominium Unit. Provided, however, that the rights of membership may be assigned as further security for a loan secured by a lien on a Condominium Unit.

2. Transfer of Membership. Transfer of membership in the Association shall occur upon the transfer of a title to the Condominium Unit to which the membership pertains; however, the Association shall be entitled to maintain the person, persons or entity in whose name or names the membership is recorded on the books and records of the Association until such time as evidence of the transfer of title satisfactory to the Association has been submitted to the secretary-treasurer. A transfer of membership shall not release the transferor from liability or obligation accrued and incidental to such membership prior to such transfer. In the event of dispute as to ownership of a Condominium Unit and to the membership appurtenant thereto, title to the Condominium Unit as shown on the public records of the County of Valley, State of Idaho, shall be determinative.

3. Voting Rights.

A. Each member shall be entitled to receive certificate of membership, which certificate shall state the number of votes he is entitled to cast as a member of the Association.

B. There shall be one membership in the corporation for each Condominium in Timberlake Condominium Association, Inc., as established in the Declaration; the total number of memberships shall be not more than 33. The members of the corporation must be and remain Owners of condominiums within the Project set forth in the Declaration, and the Association shall include all Owners of Condominiums within the Project. If title to a Condominium is held by more than one person the membership relating to that Condominium shall be shared by all such persons in the same proportionate interest and the same type of tenancy in which the title to the Condominium is held.

C. No person or entity other than an Owner may be a member of the Association. A member shall not assign or transfer his membership certificate except in connection with the transfer of membership may be assigned as further security for a loan secured by a lien on a Condominium Unit.

Every person or entity who is an Owner of any Condominium Unit included in any Condominium Project for which the Association has been or may be designated as a Management Body shall be required to be a member of the Association and remain a member so long as such person or entity shall retain the ownership of a Condominium Unit. Membership in the Association is declared to be appurtenant to the title of the Condominium Unit upon which such membership is based and automatically shall pass with the sale or transfer of the title of the Unit. Members shall not have pre-emptive rights to purchase other memberships in the Association or other Condominium Units in the Project.

D. The voting rights of a member of the Association shall be determined by the Owner member's percentage interest in the Common Area of the Condominium Project described in the Declaration, as the term "Common Area" is defined in Section 55-1503, Idaho Code.

E. The total number of votes that attach to membership certificates to be exercised by the members of the corporation from and after the date of the incorporation shall be 10,000. Each member shall be entitled to vote the same percentage of the 10,000 votes as he is given percentage in the Common Area.

F. In any election of the members of the Board, every Owner (including the developer) entitled to vote at such election shall have the right to cumulate his votes and give one candidate, or divide among any number of the candidates, a number of votes equal to the number of votes to which that Owner is entitled in voting upon other matters multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected. Any director may be removed from office by a vote of a majority of the members entitled to vote at an election of directors; provided, however, that unless the entire Board is removed, an individual director shall not be removed if the number of votes cast against his removal exceeds the quotient arrived at when the total number of votes cast is divided by one plus the authorized number of directors. If any or all directors are so removed, new directors may be elected at the same meeting.

G. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer of assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

H. 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 the Rules and Regulations of the Association, or with any other obligations of such Owner under the Declaration.

I. The following sections of the Declaration dealing with specific voting requirements which require special

8. Certificates Held. Membership certificates held in estates or trusts may be voted by the administrator, executor, guardian, trustee, conservator or receiver thereof without such membership or title to the Condominium Unit being transferred to said person.

9. Conduct of the Meeting. The meeting will be conducted by the officers in order of their priority. The order of business shall be a call of the roll, a reading of the notice and proof of the call, report of officers, report of committees, unfinished business, new business, election of directors, and miscellaneous business.

ARTICLE V

INCORPORATION BY REFERENCE TO CONDOMINIUM DECLARATION

1. Articles of Condominium Declaration Incorporated. Pursuant to Article X of the Articles of Incorporation of this Association, the Condominium Declaration for Timberlake Condominium Association, Inc. is hereby incorporated by reference and made a part of these By-Laws as if set out in full herein. Said Declaration is annexed and appended hereto as Exhibit "A".

ARTICLE VI

CONTRACTS, CONVEYANCES, CHECKS AND MISCELLANEOUS

1. Contracts. The Board of Directors may authorize any officer of the Association to enter into any contract or execute any instrument in the name of the Association except as otherwise specifically required by the Articles of Incorporation or by the Condominium Declaration for Timberlake Condominium Association, Inc.

2. Conveyance and Encumbrances. Association property may be conveyed or encumbered by authority of the Board of Directors by resolution of the Board of Directors. Conveyances or encumbrances shall be executed by instrument by the president or a vice president and by the secretary-treasurer of the Association.

3. Checks. All checks, drafts, notes and orders for the payment of money shall be signed by such persons as the Board of Directors may authorize.

4. Fiscal Year. The fiscal year or business year of the Association shall begin on the first day of _____ and end on the last day of _____ following.

5. Records. The Association shall maintain accurate and correct books, records and accounts of its business and properties, and they shall be kept at such places as is from time to time fixed and designated by the Board of Directors.

6. Seal. The Board of Directors may adopt an Association seal of such design as may be appropriate.

AMENDMENTS

APPROVED AND ADOPTED this _____ day of _____, 1973, by the undersigned members of the initial Board of Directors of this Association.

APPROVED AND ADOPTED this _____ day of _____, 1973, by the undersigned, they being the incorporators of the Timberlake Condominium Association, Inc.

On this _____ day of _____, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, _____ and _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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.

(seal)

A portion of Lot A, Davis Beach Tracts, Valley County, Idaho, more particularly described as follows:

Commencing at the southeast corner of Lot A, Davis Beach Tracts, according to the official plat thereof on file in the Valley County Recorder's Office, Cascade, Idaho, thence N. $0^{\circ}03'$ W. along the east line of said Lot A, 30.00 feet to the real point of beginning; thence continue N. $0^{\circ}03'$ W. along said east line, 210.00 feet to the northeast corner of said Lot A; thence West along the north line of said Lot A, 215.00 feet to the northwest corner of said Lot A; thence S. $19^{\circ}45'$ W. along the west line of said Lot A, 175.00 feet; thence S. $64^{\circ}01'$ E., 103.39 feet; thence East, 181.40 feet to the real point of beginning, excepting therefrom the following described property:

Commencing at the southeast corner of Lot A, Davis Beach Tracts, according to the official plat thereof on file in the Valley County Recorder's Office, Cascade, Idaho, thence N. $0^{\circ}03'$ W. along the east line of said Lot A, 30.00 feet to a point; thence West, 174.58 feet to the real point of beginning; thence N. $0^{\circ}03'$ W., 4.47 feet to a point; thence N. $64^{\circ}01'$ W., 59.67 feet to a point; thence N. $34^{\circ}01'$ W., 15.00 feet to a point; thence N. $25^{\circ}59'$ E., 12.00 feet to a point; thence N. $85^{\circ}59'$ E., 21.00 feet to a point; thence S. $34^{\circ}01'$ E., 15.00 feet to a point; thence N. $25^{\circ}59'$ E., 65.00 feet to a point; thence S. $85^{\circ}59'$ W., 15.00 feet to a point; thence N. $34^{\circ}01'$ W., 21.00 feet to a point; thence N. $25^{\circ}59'$ E., 36.00 feet to a point; thence N. $34^{\circ}01'$ W., 10.00 feet to a point; thence S. $85^{\circ}59'$ W., 21.00 feet to a point; thence N. $34^{\circ}01'$ W., 8.00 feet to a point; thence N. $19^{\circ}45'$ E., 49.45 feet to a point; thence West, 16.42 feet to a point; thence S. $19^{\circ}45'$ W., 175.00 feet to a point; thence S. $64^{\circ}01'$ E., 103.39 feet to a point; thence East, 6.82 feet to the real point of beginning.

ARTICLES OF INCORPORATION

OF

TIMBERLAKE CONDOMINIUM ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, each being a natural person of full age and a citizen of the United States of America, have voluntarily and do hereby associate ourselves together for the purpose of forming a corporation under the laws of the State of Idaho, Idaho Code, Title 30, Chapter 1, Section 117A. We do hereby certify, declare and adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is: Timberlake Condominium Associates, Inc.

ARTICLE II

The period of existence and the duration of the life of this corporation shall be perpetual.

ARTICLE III

This corporation shall be a non-profit membership corporation.

ARTICLE IV

The location and post office address of the registered office of this corporation shall be the City of McCall, Valley County, Idaho, 83638.

ARTICLE V

This corporation is formed to be a Management Body as permitted by the provisions of the Idaho Condominium Property Act, Idaho Code Title 55, Chapter 15 and its powers are and shall be consistent with the provisions of this Act.

ARTICLE VI

A. The nature of the business and the object and purpose of this corporation shall be as follows:

1. This corporation (hereinafter referred to as the Association) shall be the "Management Body" as defined in Section 55-1503, Idaho Code, and as provided for in the terms and conditions of that certain Condominium Declaration for Timberlake Condominium Association, Inc. (hereinafter referred to as the "Declaration") to be executed by McCall Development Company, Inc. an Idaho corporation, which delegates and authorizes this Association to exercise certain functions as the Management Body. The Declaration shall be recorded in the Office of the County Recorder of Valley County, State of Idaho, together with a certified copy of these Articles of Incorporation appended thereto. All the words and terms which are capitalized

EXHIBIT "C"

herein shall have the same meaning and definition as contained in the definition section of the Declaration, which definitions are incorporated herein by reference.

2. The Management Body shall have the power to have, exercise and enforce all rights and privileges, and to assume, incur, perform, carry out and discharge all duties, obligations and responsibilities of a Management Body as provided for in the Idaho Condominium Property Act and in the Declaration, as such Declaration is originally executed or, if amended, as amended. The Management body shall have the power to adopt and enforce rules and regulations covering the use of any Condominium Project or any Area or Units thereof, to levy and collect the annual and special assessments and charges against the Condominium and the members thereof and in general to assume and perform all the functions to be assumed and performed by the Management Body as provided for in the Declaration. It shall have the power to transfer, assign or delegate such duties, obligations or responsibilities to other persons or entitles as permitted or provided for in the Idaho Condominium Property Act, the Declaration or in an agreement executed by the Association with respect thereto. The Management Body shall actively foster, promote, and advance the interest of Owners of Condominium Units within the Condominium Project.

B. In addition to the foregoing, where not inconsistent with either the Idaho Condominium Property Act (Chapter 15, Title 55, Idaho Code) or Title 30, Idaho Code, the corporation shall have the following powers:

1. The authority set forth in Title 30 of the Idaho Code relating to the organization and conduct of general business corporations.

2. To buy, sell, acquire, hold or mortgage or enter into security agreements, pledge, lease, assign, transfer, trade and deal in and with all kinds of personal property, goods, wares and merchandise of every kind, nature and description.

3. To buy, sell, lease, let, mortgage, exchange or otherwise acquire or dispose of lands, lots, houses, buildings and real property, hereditaments and appurtenances of all kinds and wheresoever situated, and of any interest and rights therein, to the same extent as natural persons might or could do, and without limit as to amount.

4. To borrow money, to draw, make, accept, enforce, transfer and execute promissory notes, debentures and other evidences of indebtedness, and for the purpose of securing any of its obligations or contracts, to convey, transfer, assign, delivery, mortgage and/or pledge all or any part of the property or assets, real or personal, at any time owned or held by this corporation.

5. To have one or more offices to carry on all or any part of its operations and business, and to do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes, or the attainment of any one or more of the objects herein named, or which shall at any time appear conducive or expedient for the protection or benefit of the Association, and which now or hereafter may be authorized by law, and this to the same extent and as fully as natural persons might or could do, as principals, agents, contractors, trustees or otherwise; and either alone or in connection with any firm, person, association or corporation.

6. The foregoing clauses are to be construed both as objects and powers. As hereby expressly provided, an enumeration herein of the objects, powers and purposes shall not be held to restrict in any manner the general powers of the corporation. The corporation shall have the power to do all acts that are necessary and convenient to obtain the objects and purposes herein set forth to the same extent and as fully as any natural person could or might do, within the framework of the Idaho Condominium Property Act, these Articles of Incorporation, and the general corporation laws of the State of Idaho.

ARTICLE VII

A. Each member shall be entitled to receive a certificate of membership, which certificate shall state the number of votes he is entitled to cast as a member of the Association.

B. There shall be one membership in the corporation for each Condominium in Timberlake Condominium Association, Inc., as established in the Declaration; the total number of memberships shall be not more than 33. The members of the corporation must be and remain Owners of Condominiums within the Project set forth in the Declaration, and the Association shall include all Owners of Condominiums within the Project. If title to a Condominium is held by more than one person, the membership relating to that Condominium shall be shared by all such persons in the same proportionate interest and the same type of tenancy in which the title to the Condominium is held.

C. No person or entity other than an Owner may be a member of the Association. A member shall not assign or transfer his membership certificate except in connection with the transfer or sale of a Condominium; provided, however, that the rights of membership may be assigned as further security for a loan secured by a lien on a Condominium Unit. Every person or entity who is an Owner of any Condominium Unit included in any Condominium Project for which the Association has been or may be designated as a Management Body shall be required to be a member of the Association and remain a member so long as such person or entity shall retain the ownership of a Condominium Unit. Membership in the Association is declared to be appurtenant to the title of the Condominium Unit upon which such membership is based and automatically shall pass with the sale or transfer of the title of the Unit. Members shall not have pre-emptive rights to purchase other memberships in the Association or other Condominium Units in the Project.

ARTICLE IX

The By-Laws of this Corporation may be altered, amended, or new By-Laws adopted by any regular or special meeting of the corporation called for that purpose by the affirmative vote of the membership of the Association holding two-thirds (2/3) of the voting power of the Association.

ARTICLE X

For the purpose of specifying in detail the rights, responsibilities, duties and obligations of the Board of Directors, the officers, employees and agents of the corporation and the members thereof, including the liability of the members for the payment of assessments, the By-Laws may incorporate by reference the provisions of the Declaration, provided that a true and correct copy of such Declaration is attached to and made a part of the By-Laws of the corporation.

ARTICLE XI

The business and affairs of the Association shall be managed and controlled by a Board of Directors. The original Board of Directors shall be three (3); however, the By-Laws of the Association may provide for an increase or decrease in their number, provided that the number of directors shall not be greater than nine (9) or less than three (3). The initial Board of Directors shall serve until seventy-five per centum (75%) of the Timberlake Condominiums are sold by Developer, McCall Development Company, Inc.

ARTICLE XII

The names and post office address of the incorporators and membership of each are as follows:

<u>Name</u>	<u>Address</u>	<u>Membership</u>
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IN WITNESS WHEREOF, we have hereunto set our hands
and seals this ____ day of _____, 1973.

STATE OF IDAHO)
County of _____) ss.

On this ____ day of _____, 1973, before
me, the undersigned, a Notary Public in and for said County
and State, personally appeared _____,
_____ and _____, known
to me to be the persons whose names are subscribed to the foregoing
instrument, and acknowledged to me that they 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 FOR IDAHO
Residing at: _____,