

State of Idaho



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

THE WILDWOODS CONDOMINIUM I OWNERS' ASSOCIATION, INC.

was filed in the office of the Secretary of State on the **fourth** day
of **October** A.D., One Thousand Nine Hundred **seventy-three** and
~~will be~~
/ duly recorded on Film No. ~~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 **4th** day of **October**,
A.D., 19 **73**.

Pete T. Cenarrusa
Secretary of State.

Corporation Clerk.

ARTICLES OF INCORPORATION

THE WILDWOODS CONDOMINIUM I OWNERS' 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: THE WILDWOODS CONDOMINIUM I OWNERS' 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.

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.

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

(a) 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 The Wildwoods Condominium I (hereinafter referred to as the "Declaration") to be executed by H & H Development Corporation, Floyd E. Hodges and James F. Wallace, who delegate and authorize 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.

(b) 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 condominiums 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 entities 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.

2. 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:

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

(b) 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.

(c) 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.

(d) 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, deliver, 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.

(e) 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.

(f) 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 Association. The Association 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.

1. 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.

2. There shall be one membership in the Association for each condominium in the Wildwoods Condominium I, as established in the Declaration; the total number of memberships shall be not more than twenty-four (24). The members of the Association must be and remain owners of condominiums within the Project set forth in the Declaration to be recorded in Valley County, State of Idaho, 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.

3. 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. 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.

4. 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 of the Idaho Code; therefore, the voting rights of each member owner will not in all cases be equal. The Declaration, or an exhibit attached thereto, shall set forth the percentage interest of each member in the "common area" which interest depends upon the number and type of condominium units. The voting rights and interests of new members shall be determined in the same way as such percentage interests and rights are determined for old members.

5. The total number of votes that attach to membership certificates to be exercised by the members of the Association from and after the date of the incorporation. Each member shall be entitled to vote the same percentage of the votes as he is given percentage in the "common area."

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 Association 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 Association.

ARTICLE IX.

The By-Laws of this Association may be altered, amended or new By-Laws adopted by any regular or any special meeting of the Association called for that purpose by the affirmative vote of two-thirds of the members present at such meeting.

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 Association 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 recorded in Valley County, State of Idaho, provided that a true and correct copy of such Declaration is attached to and made a part of the By-Laws of the Association.

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).

ARTICLE XII.

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

<u>Name</u>	<u>Address</u>	<u>Membership</u>
Al Hroza	203 Homestead Dr. Boise, Idaho	one
Joseph Haynes	2117 Warm Springs Ave. Boise, Idaho	one
Winnis M. Hroza	203 Homestead Drive Boise, Idaho	one

IN WITNESS WHEREOF, We have hereunto set our hands
and seals this 4 day of October, 1973.

Joe W. Haynes

Al Hroza

Winnis M. Hroza

STATE OF IDAHO)
 : ss.
County of Ada)

On this 4 day of Oct, 1973, before me,
a Notary Public in and for the State of Idaho, personally appeared
AL HROZA, JOSEPH HAYNES and WINNIS M. HROZA, known to me to be
the persons whose names are subscribed to the within and fore-
going 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 first above written.

David R. Samuels
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho

BY-LAWS

THE WILDWOODS CONDOMINIUM I

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Unit Ownership. The property located in McCall, Idaho, the legal description of which is filed simultaneously herewith in the Declaration, has been submitted to the provisions of Title 55, Chapter 15, Idaho Code, by the Declaration which is recorded in the office of the Recorder of the County of Valley, State of Idaho, simultaneously herewith, and the same shall hereinafter be known as The Wildwoods Condominium I, hereinafter referred to as the "Project."

2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the property of the Project and to use and occupancy thereof.

3. Application. All present and future owners, mortgagees, leasees and occupants of units and their employees, and any other persons who may use the facilities of the property in any manner, are subject to the Master Declaration, the Declaration, these By-Laws, and any Rules and Regulations which may be promulgated by the Board of Directors.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that these By-Laws, and such Rules and Regulations as may exist and the provisions of the Master Declaration and the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

4. Office. The office of the project and the Board of Directors shall be located at McCall, Idaho.

ARTICLE II

BOARD OF DIRECTORS

1. Number and Qualification. The affairs of the Project shall be governed by a Board of Directors (hereinafter referred to as the "Board"), which shall be composed of five (5) persons, all of whom shall be owners or spouses of owners or mortgagees of units, or in the case of partnership owners or mortgagees, shall be members or employees of said partnership, or in the case of corporate owner or mortgagee, shall be officers, stockholders or employees of such corporation, or in the case of a fiduciary owner or mortgagee, shall be the fiduciaries or officers or employees of such fiduciaries.

2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Project and may do all such acts and things except as by law, by the Declaration, by the Articles of

Incorporation or by these By-Laws may not be delegated to the Board by the unit owners. Such powers and duties of the Board shall include, but shall not be limited to the following:

- (a) Operation, care, upkeep and maintenance of the common elements;
- (b) Determination of the common expenses required for the affairs of the Project, including, without limitation, the operation and maintenance of the common elements;
- (c) Collection of the common charges from the unit owners;
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements;
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of common elements;
- (f) Opening of bank accounts on behalf of the Project and designating the signatories required therefor;
- (g) When authorized pursuant to paragraph 14 of the Declaration, purchasing or leasing or otherwise acquiring in the name of the Board, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrender by their owners to the Board.
- (h) Purchasing of units at foreclosure of other judicial sales in the name of the Board or its designee, corporate or otherwise, on behalf of all unit owners.
- (i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board), or otherwise dealing with units acquired by, and sub-leasing units leased by the Board, or its designee, corporate or otherwise, on behalf of all unit owners.
- (j) Obtaining of insurance for the property;
- (k) Making of repairs, additions and improvements to or alterations of the common elements and repairs to and restoration of the Project in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- (l) The Board shall have the power and authority to enter into any and all contracts which may be necessary for and incident to the operation of the common elements and the right to defend actions taken by third parties against the Association or to prosecute actions on behalf of the Association. Said right of contract shall include joint use of the common elements by the Association and any other legal entity including other condominium associations.

3. Managing Agent and Manager. The Board may employ for the Project a managing agent and/or a manager at a compensation established by the Board, to perform such duties and services as the Board shall authorize.

4. Election and Term of Office. At the first annual meeting of the unit owners, the five members of the Board shall be elected. At the expiration of the initial term of office of each member of the Board, his successor shall be elected to serve for a term of one (1) year. The members of the Board shall hold office until their respective successors shall have been elected by the unit owners.

5. Removal of Members of the Board. At any regular or special meeting of unit owners, any one or more of the members of the Board may be removed with or without cause by a majority vote of the unit owners in person or by proxy and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

6. Vacancies. Vacancies in the Board caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by a vote of a majority of the remaining members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the unit owners.

7. Organization Meeting. The first meeting of the members of the Board following the annual meeting of the unit owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the unit owners at a meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such meeting, providing a majority of the whole Board shall be present thereat.

8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

9. Special Meetings. Special meetings of the Board may be called by the President on three (3) business days' notice to each member of the Board given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board.

10. Waiver of Notice. Any member of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

11. Quorum of the Board. At all meetings of the Board a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, be transacted without further notice.

12. Compensation. No member of the Board shall receive any compensation from the Project for acting as such.

13. Liability of the Board. The members of the Board shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Project, unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Declaration, the Declaration, or these By-Laws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Project. It is also intended that the liability of any unit owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the unit owners in the common elements. Every agreement made by the Board or by the managing agent or by the manager on behalf of the Project shall provide that the members of the Board or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all unit owners in the common elements.

ARTICLE III

UNIT OWNERS

1. Annual Meetings. The annual meeting of the unit owners shall be held on the 5th day of July of each succeeding year, unless such date shall occur on a Sunday, in which event the meeting shall be held on the succeeding Monday. At such meeting, the Board shall be elected by ballot of unit owners in accordance with the requirements of Paragraph 4 of Article II of these By-Laws; said meetings to be held at a place convenient to the unit owners which may be designated by the Board.

2. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by not less than 25% in common interest, in the aggregate, of unit owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall

be transacted at a special meeting except as stated in the notice.

3. Notice of Meetings. It shall be the duty of the Secretary to mail notice of each annual or special meeting of the unit owners, at least ten but not more than twenty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at the building or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

4. Adjournment of Meetings. If any meeting of unit owners cannot be held because a quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

5. Order of Business. The order of business at all meetings of the unit owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of Board.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Board (when so required).
- (i) Unfinished business.
- (j) New business.

6. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenant in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary, and such owner shall have the right to full use of said unit.

7. Voting. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who may not be an owner, shall be entitled to cast the vote appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Each unit shall be entitled to cast the votes allocated to the unit based on the unit's value in relation to the total value regardless of manner in which

title to said unit is held and the owner shall designate in writing to the Secretary, the person who shall be entitled to cast the votes for the said unit.

8. Majority of Unit Owners. As used in these By-Laws the term "majority of unit owners" shall mean those unit owners having more than 50% of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 7 of this Article III.

9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having one-third of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

10. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where in the Master Declaration, the Declaration, or these By-Laws or by law, a higher percentage vote is required.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Project shall be the President, the Vice-President, the Secretary and Treasurer, all of whom shall be elected by the Board. The President, but no other officers, need be members of the Board.

2. Election of Officers. The officers of the Project shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

4. President. The President shall be the chief executive officer of the Project. He shall preside at all meetings of the unit owners and of the Board. He shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the laws of the State of Idaho, including, but not limited to, the power to appoint committees from among the unit owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Project.

5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President.

6. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a corporation organized under the laws of the State of Idaho.

7. Treasurer. The Treasurer shall have the responsibility for the Project funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board or the managing agent, in such depositories as may from time to time be designated by the Board and he shall, in general, perform all the duties incident to the office of Treasurer of a corporation organized under the laws of the State of Idaho.

8. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Project shall be executed by any two officers of the Project or by such other person or persons as may be designated by the Board.

ARTICLE V

OPERATION OF THE PROJECT

1. Determination of Common Expenses and Fixing of Common Charges. The Board shall from time to time and at least annually, prepare a budget for the Project, determine the amount of the common charges payable by the unit owners to meet the common expenses of the Project, and allocate and assess such common charges among the unit owners according to their respective common interests. The Board shall advise all unit owners, promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all unit owners and to their mortgagees.

2. Insurance. The Board shall be required to obtain and maintain, to the extent obtainable, the following insurance: Fire insurance with extended coverage, including vandalism and malicious mischief endorsements thereupon, and insuring the entire number of buildings in the project in an amount equal to the full replacement value of the building; and liability insurance for injuries which may be suffered in the common areas; and may obtain and maintain such other insurance as the Board may determine to be necessary and desirable. Each of the policies of fire insurance shall contain a standard mortgagee clause in favor of each mortgagee of a unit which shall provide that loss, if any, thereunder shall be payable to such mortgagee as his interest may appear. Any policy acquired to protect the parties herefrom against physical loss or damage shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees. The unit owners shall not be prohibited from carrying other insurance for their own benefit. Nothing contained in these By-Laws shall affect the right of any mortgagee of a trust deed to apply or release insurance proceeds payable under terms of any policy of fire and casualty insurance relating to any of the units in the

Project in accordance with the terms of the mortgage.

3. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of any building as a result of fire or other casualty (unless 75% or more of the building is destroyed or substantially damaged and 75% or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration), the Board shall arrange for the prompt repair and restoration of the building (including any damaged units, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, but not including any wall, ceiling, or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by unit owners in the units), and the Board shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the unit owners for such deficit as part of the common charges.

If 75% or more of the building is destroyed or substantially damaged and 75% or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration, the property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board among all the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.

4. Payment of Common Charges. All unit owners shall be obligated to pay the common charges assessed by the Board pursuant to the provisions of Section 1 of this Article V at such time or times as the Board shall determine.

5. Collection of Assessments. The Board shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect any common charge due from any unit owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

6. Default in Payment of Common Charges. In the event of default by any unit owner in paying to the Board the common charges as determined by the Board, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorneys fees, incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding including attorney's fees, in an action to recover the same brought against such unit owner,

or by foreclosure of the lien on such unit granted by Section 55-1518 of the Idaho Code in the manner provided therein, and upon foreclosure of said lien, the Board shall have the right to acquire the property pursuant to paragraph 13 of the Declaration filed herewith. However, a money judgment recovered in a suit for unpaid common charges shall be made payable without foreclosing or waiving the lien securing the same. Any lien acquired by this paragraph shall be subordinated to any mortgagee or trust deed recorded against the said unit which comprises a first lien against said unit.

7. Statement of Common Charges. The Board shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common charges due from such unit owner.

8. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board, or the breach of any By-Law contained herein, or the breach of any provision of the Master Declaration or the Declaration, shall give the Board the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

9. Power of Attorney to Board. Each unit owner shall grant to the persons who shall from time to time constitute the Board an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender, sell or lease the same, or which may be the subject to a foreclosure or other judicial sale, in the name of the Board, or its designee, corporate or otherwise, on behalf of all unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto or otherwise deal with any such unit so acquired or to sublease any unit so leased by the Board.

10. Acquisition of Units By Board. Subject to the requirements of paragraph 14 of the Declaration, in the event any unit owner shall surrender his unit, together with (i) the undivided interest in the common elements appurtenant thereto; (ii) the interest of such unit owner in any other assets of the Project (hereinafter collectively called the "Appurtenant Interests"), or in the event the Board shall purchase from any unit owner who has elected to sell the same, a unit, together with the Appurtenant Interests, pursuant to Section 1 of Article VII of the By-Laws, or in the event the Board shall purchase at a foreclosure or other judicial sale, a unit, together with the Appurtenant Interests, title to any such unit, together with the Appurtenant Interests, shall be held by the Board or its designee, corporate or otherwise, on behalf of all unit owners, in proportion to their respective common interests. The lease covering any unit leased by the Board or its designee, corporate or otherwise, shall be held by the Board or its designee, on behalf of all unit owners, in proportion to their respective common interests.

11. Maintenance and Repair. (a) All maintenance of and repairs to any unit, shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any and all other units and/or to the common elements, that his failure to repair may engender.

(b) All maintenance, repairs and replacements to the common elements, (unless occasioned by the negligence, misuse or neglect of a unit owner, in which case such expense shall be charged to such unit owner), shall be made by the Board and be charged to all the unit owners as a common expense.

12. Additions, Alterations or Improvements by Board. Whenever in the judgment of the Board the common elements shall require additions, alterations or improvements costing in excess of \$2,500.00 and the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners, the Board shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations or improvements costing \$2,500.00 or less may be made by the Board without the approval of the unit owners or any mortgagees of units and the cost thereof shall constitute part of the common expenses.

13. Additions, Alterations or Improvements. No unit owner shall make any structural addition, alteration or improvement in or to his unit without the prior written consent thereto of the Board and any mortgagee except that the Board or mortgagee shall have the obligation to reply within thirty (30) days and if no reply is received, the said owner shall have the right to proceed with the proposed alteration.

14. Use of Common Elements and Facilities. A unit owner shall have the obligation to use the common facilities and common elements in a manner which will not obstruct in any way the free use of said elements and facilities by the other unit owners.

15. Right of Access. A unit owner shall grant a right of access to his unit to the manager and/or the managing agent and/or any other person authorized by the Board, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his unit or elsewhere in the building, or to correct any condition which violates the provisions of any mortgage covering another unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

16. Rules of Conduct. Rules and regulations concerning the use of the units and the common elements may be promulgated and amended by the Board with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board to each unit owner prior to the time when the same shall become effective and shall remain in effect until amended by the Board with the approval of a majority of the unit owners.

17. Utility Charges. Each owner shall be responsible for the payment of all utility charges, (electricity, telephone, television cable), against his unit except that the cost of providing water, sewage drainage, and garbage disposal shall be a common charge and assessed as such by the Board.

ARTICLE VI

MORTGAGES

1. Notice to Board. A unit owner who mortgages his unit shall notify the Board of the name and address of his mortgagee, and if the Board shall require, the same unit owner shall file a conformed copy of the note and mortgage with the Board.

2. Notice of Unpaid Common Charges. The Board whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from, or any other default by the owner of the mortgaged unit.

3. Notice of Default. The Board, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board.

4. Examination of Books. Each unit owner and each mortgagee of an unit shall be permitted to examine the books of account of the Association at reasonable times, on business days.

ARTICLE VII

SALES, LEASES AND MORTGAGES OF UNITS

1. Sales and Leases. Unit owners shall have the right to sell the unit in the same manner as any parcel of real property is sold, except that the same must be sold subject to the Master Declaration, the Declaration, these By-Laws and any rules and regulations promulgated hereunder.

2. No Severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred or otherwise disposed of except as a part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as a part of a sale, transfer or other disposition of such part of the appurtenant interests of all units.

ARTICLE VIII

CONDEMNATION

1. Condemnation. In the event of taking of any portion of the property herein, by condemnation, the award received therefor shall be payable to the Board.

2. Complete Taking. In the event that the entire project is taken or condemned, or sold or otherwise disposed of in lieu 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 principles set forth in the last preceding paragraph, the association shall as soon as practicable, determine the share of the condemnation award to which each owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable.

3. Partial Taking. In the event that less than the entire project is taken are condemned or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each owner shall be entitled to a share of the condemnation award to be determined in the following manner:

As soon as practicable, the Board 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 A; (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, and in allocating the condemnation award, the Board shall employ such allocation to the extent it is relevant and applicable.

4. Re-Organization. In the event a partial taking results in a 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.

5. 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 arbitrator shall decide any dispute submitted to them by applying the laws of the State of Idaho, and shall make any 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 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 IX

RECORDS

1. Records and Audits. The Board or the managing agent shall keep detailed records of the actions of the Board and managing agent, minutes of the meetings of the Board, minutes of the meetings of the unit owners, and financial records and books of account of the Project and such other records and reports as may be required by the Board.

ARTICLE X

MISCELLANEOUS

1. Notices. All notices hereunder shall be sent by registered or certified mail to the Board, c/o the managing agent, or if there be no managing agent, to the office of the Board or to such other address as the Board may hereafter designate from time to time, by notice in writing to all unit owners and to all mortgagees of units. All notices to any unit owner shall be sent registered or certified mail to the building or to such other address as may have been designated by him from time to time, in writing, to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

2. Invalidity. The invalidity of any part of these By-Laws shall not impair or effect in any manner the validity, enforceability or effect of the balance of these By-Laws.

3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provisions thereof.

4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

5. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

6. Mortgage. Whenever the term "mortgage" is used

in the deed it should include Trust Deed and the term "mortgagee" shall include the beneficiary of the Trust Deed and "mortgagor" shall include "grantor" of the trustee.

ARTICLE XI

AMENDMENTS TO BY-LAWS

1. Amendments to By-Laws. Except as hereinafter provided, these By-Laws may be modified or amended by a vote of sixty six and two-thirds percent (66 2/3%) of all unit owners at a meeting of the unit owners duly held for such purpose.

ARTICLE XII

CONFLICTS

1. Conflicts. These By-Laws are set forth to comply with the requirements of Title 55, Chapter 15, of the Idaho Code. In the event that any of these By-Laws conflict with the provisions of those statutes or the Master Declaration and Declaration, the provision of said statute or Master Declaration or Declaration, as the case may be, shall control.

Dated this 4 day of October, 1973.

H & H DEVELOPMENT CORPORATION

By Joe W. Haynes
PRESIDENT

ATTEST:

Winnis M. Troza
SECRETARY

James F. Wallace
JAMES F. WALLACE

Anne M. Wallace
ANNE M. WALLACE

Floyd E. Hodges
FLOYD E. HODGES

Janice R. Hodges
JANICE R. HODGES

STATE OF IDAHO

County of Ada

)
) ss.
)

On this 4 day of Oct, 1973, before me, a Notary Public in and for said State, personally appeared Joe W. Haynes + Winifred M. Haynes known to me to be the Pres & Sec'y of the corporation that executed the within instrument and acknowledged to me that the same was executed for and at the direction of such corporation.

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

David R. Samuelson
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho

STATE OF IDAHO

County of Ada

)
) ss.
)

On this 4 day of Oct, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES F. WALLACE and ANNE M. WALLACE, husband and wife, known to me to be the persons whose names are subscribed to the within 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 hereinabove written.

David R. Samuelson
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho

STATE OF IDAHO

County of Ada

)
) ss.
)

On this 4 day of Oct, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared FLOYD E. HODGES and JANICE R. HODGES, husband and wife, known to me to be the persons whose names are subscribed to the within 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 hereinabove written.

David R. Samuelson
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho

DECLARATION OF CONDOMINIUM OWNERSHIP

THE WILDWOODS CONDOMINIUM I

H & H DEVELOPMENT CORPORATION, an Idaho corporation, JAMES F. WALLACE and JANICE R. WALLACE, husband and wife, and FLOYD E. HODGES and ANNE M. HODGES, husband and wife, hereinafter referred to as "Sponsor" do hereby declare:

1. Submission of Property: The Sponsor hereby submits the land hereinafter described, which is a portion of the real property referred to in that certain Master Declaration of Protective Covenants, dated the 4 day of October, 1973, and filed as instrument No. 80588, in the records of Valley County, State of Idaho (hereinafter called the "property") to the provisions of Title 55, Chapter 15, Idaho Code, (hereinafter called the "Act"), intending hereby to establish a condominium project (hereinafter called the "Project") subject to the terms of the Act:

A portion of the Northwest quarter Northwest quarter of Section 16, Township 18 North, Range 3 East, Boise Meridian, more particularly described as follows:

Commencing at the section corner common to Sections 8, 9, 16 and 17, Township 18 North, Range 3 East, Boise Meridian, thence South $00^{\circ}07'47''$ West 569.03 feet along the west section line of Section 16 to a point, thence East 24.46 feet to the Real Point of Beginning, thence East 228.48 feet, thence South $02^{\circ}17'$ West 136.12 feet, thence South $65^{\circ}49'$ East 145.39 feet, thence South $01^{\circ}17'30''$ West 156.00 feet, thence South $24^{\circ}58'27''$ West 124.48 feet, thence North $88^{\circ}42'30''$ West 160.00 feet, thence South $01^{\circ}17'30''$ West 30.00 feet, thence North $88^{\circ}42'30''$ West 150.00 feet, thence North $01^{\circ}17'30''$ East 487.50 feet to the Real Point of Beginning.

Contains 3.346 acres

2. The Area and Location of Land: The land has an area of approximately 3.346 acres and is situated upon the acreage owned by the Sponsor, which is located adjacent to the school area in the City of McCall, Idaho. The project will have the name of The Wildwoods Condominium I, and will be located by the plat recorded at the Valley County Recorder's Office.

3. Buildings: There are six (6) buildings, each containing four (4) units. They include three (3) styles of two (2) bedroom units, and one (1) three (3) bedroom unit.

4. Name of the Project: The Project shall be known as The Wildwoods Condominium I.

5. Units: Annexed hereto and made a part hereof as Schedule "A" is a list of all units in the buildings, their unit designation, locations, approximate areas, number of rooms, and the percentage of interest of each unit in the common element.

6. Dimensions of Units: Each unit consists of the area measured horizontally from the unit side of the dry wallboard of the exterior wall of the building to the unit side of the dry wallboard of the walls and partitions separating such unit from corridors, stairs and other mechanical equipment spaces and where walls and partitions containing boards and dry wallboard separate such unit from other units, to the side of the dry wallboard of such walls and partitions facing such unit, and where such wallboard partitions separate such unit from other units, to the center line of the wall of such dry wallboard partitions facing such unit; vertically each unit consists of the space between the top of the sub-floor and the underside of the ceiling which is constructed of sheetrock.

7. Use of Units: Each of the units shall be used as a residence only.

8-A. Common Elements: The common elements consist of the entire property, including all parts of the building other than the units and including, without limitation, the following:

- (a) The land on which the building is erected;
- (b) All foundations, columns, girders, beams and supports;
- (c) All exterior walls and roofs of the building not including the portions thereof on the unit side of the dry wallboard of such walls; all walls and partitions separating units from corridors, stairs and mechanical equipment spaces, other than the portions thereof between the unit side of such walls and partitions and the dry wallboard of such walls and partitions separating units and containing dry wallboard; the portions of the dry wallboard partitions separating units between the center lines of the dry wallboard on each side of such partitions; all sub-floors and sub-ceilings;
- (d) All central and appurtenant installations for service such as power, light, telephone, gas, hot and cold water, heat and incinerating (including all pipes, ducts, wires, cables and conduits used in connection therewith, whether located in common areas or in units) and all other mechanical equipment spaces;
- (e) All water pipes, sewer pipes and pumps;
- (f) sufficient storage for general housekeeping;
- (g) All streets, sidewalks, paths, together with all heating and de-icing equipment used in connection therewith.

8-B. Limited Common Areas: "Limited Common Area" means that portion of the common area for which exclusive easements are reserved for the use of owners and consist of the portions thereof set forth 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 and 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.

9. Determination of Percentages in Common Elements: The percentage of interest of the respective units in the common elements, as specified in Exhibit "A", have been determined upon the basis of the proportion which the fair value of each unit bears to the fair value of the total property.

10. Encroachments: If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event the buildings, the unit, any adjoining unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments or parts of the common elements upon any unit or of any unit upon any other unit or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the buildings shall stand.

11. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units: Each Unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other units and located in such unit. The Board of Directors shall have a right to access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in the buildings.

12. Power of Attorney to Board of Directors: Each unit owner shall grant to the persons who shall from time to time constitute the Board of Directors an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender, sell or lease

the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto or otherwise deal with any such unit so acquired or to sublease any unit so leased by the Board of Directors.

13. Acquisition of Units by Board of Managers: In the event any unit owner shall surrender his unit, together with (i) the undivided interest in the common elements, appurtenant thereto; (ii) the interest of such unit owner in any other units acquired by the Board of Directors or its designee on behalf of the unit owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such unit owner in any other assets of the Project (hereinafter collectively called the "Appurtenant Interests"), or in the event the Board of Directors shall purchase from any unit owner who has elected to sell the same, a unit, together with the Appurtenant Interest, pursuant to Section 1 of Article VII of the By-Laws, or in the event the Board of Directors shall purchase at a foreclosure or other judicial sale, a unit, together with the Appurtenant Interests, title to any such unit, together with the Appurtenant Interest, shall be held by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners in proportion to their respective common interests. The lease covering any unit leased by the Board of Directors, or its designee, corporate or otherwise, shall be held by the Board of Directors, or its designee, on behalf of all unit owners, in proportion to their respective common interests.

14. Consent of Owners Required for Acquisition: Except in the case of the Board of Directors purchasing a unit at a foreclosure sale for failure to pay common charges pursuant to paragraph 13 of this Declaration, the Board shall not purchase a unit or accept a unit surrendered without the consent of two-thirds of the unit owners, excluding those owned by the Sponsor.

15. Units Subject to Declaration, By-Laws and Rules and Regulations: All present and future owners, tenants and occupants of Units shall be subject to, and shall comply with the provisions of the Master Declaration, this Declaration, the By-Laws and Articles of Incorporation and the Rules and Regulations, as they may be amended from time to time. The Articles of Incorporation of the Association are attached hereto as Exhibit "A" and hereby made a part of this Declaration. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and Articles of Incorporation, the Master Declaration and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

16. Amendment of Declaration: This Declaration may be amended by a vote of at least 66-2/3% of the voting power of the owners in the Project case in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws;

provided, however, that any such amendment shall have been approved in writing by all mortgagees who are holders of mortgages comprising first liens upon said units. No such amendment shall be effective until recorded in the office of the Recorder of the County of Valley, Cascade, Idaho.

17. Invalidity: The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

18. Waiver: No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

19. Captions: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

20. Gender: The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Sponsor has hereunto caused this Declaration to be executed this 28 day of Sept, 1973.

H & H DEVELOPMENT CORPORATION

by Joe W. Haynes
President

ATTEST:

Winnus M. Kroza
Secretary

James F. Wallace
James F. Wallace

Floyd E. Hodges
Floyd E. Hodges

Anne M. Wallace
Anne M. Wallace

Janice R. Hodges
Janice R. Hodges

STATE OF IDAHO)
 : ss.
County of Ada)

On this 28 day of Sept, 1973, before me,
a Notary Public in and for the State of Idaho, personally appeared
Joe W. Hanna and Winnie M. Hoza,
known to me to be the President and Secretary, respectively, of
H & H DEVELOPMENT CORPORATION, the corporation whose name is
subscribed to the within and foregoing instrument, and acknowledged
to me that they executed the same on behalf of said corporation.

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

David R. Samuelson
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
 : ss.
County of Ada)

On this 28 day of Sept, 1973, before me,
a Notary Public in and for the State of Idaho, personally appeared
JAMES F. WALLACE AND JANICE R. WALLACE, Husband and wife, and FLOYD
E. HODGES and ANNE M. HODGES, husband and wife, known to me to be
the persons whose names are subscribed to the within and foregoing
instrument and acknowledged to me that they executed the same on
behalf of said corporation.

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

David R. Samuelson
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho

EXHIBIT "A"
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
THE WILDWOODS CONDOMINIUM I

<u>UNIT</u>	<u>PERCENTAGE OF OWNERSHIP INTEREST IN COMMON AREA</u>	<u>VOTING RIGHTS</u>	<u>APPROX. SQUARE FOOTAGE OF EACH UNIT</u>	<u>NO. ROOMS EACH UNIT</u>
AA	4.35	43.5	1,111	7
AB	3.75	37.5	959	5
AC	4.59	45.9	1,174	7
AD	4.02	40.2	1,028	8
BA	4.35	43.5	1,111	7
BB	3.75	37.5	959	5
BC	4.59	45.9	1,174	7
BD	3.75	37.5	959	5
CA	4.35	43.5	1,111	7
CB	3.75	37.5	959	5
CC	4.59	45.9	1,174	7
CD	4.02	40.2	1,028	8
DA	4.35	43.5	1,111	7
DB	3.75	37.5	959	5
DC	4.59	45.9	1,174	7
DD	4.02	40.2	1,028	8
EA	4.35	43.5	1,111	7
EB	3.75	37.5	959	5
EC	4.59	45.9	1,174	7
ED	4.02	40.2	1,028	8
FA	4.35	43.5	1,111	7
FB	3.75	37.5	959	5
FC	4.59	45.9	1,174	7
FD	4.02	40.2	1,028	8

WILDWOODS CONDOMINIUMS

IN THE NW1/4 NW1/4, SECTION 16, T.18N., R.3E., B.M.
VALLEY COUNTY, IDAHO.

HOFFMANN, FISKE, & WYATT
CONSULTING ENGINEERS
1973



LEGEND -
o 3/4" x 30" Steel Pin at Angle Points
Building lines shown are exterior lines.

