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Index to: COVENANTS & RESTRICTIONS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WESTCLIFF HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WESTCLIFF HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION (the “**Declaration**”) dated for reference purposes MAY 30, 2023~~4~~, shall be effective upon recordation. This Declaration is made by Westcliff, LLC, an Idaho limited liability company (the “**Declarant**”). Declarant is the owner of certain real property in Ketchum, Idaho, more particularly described Lot 3B, of BAVARIAN VILLAGE SUBDIVISION: LOT 3B, as shown on the official plat thereof recorded as Instrument No. 680918, records of Blaine County, Idaho (the “**Property**”). Declarant hereby makes the following grants, submissions, and declarations:

ARTICLE 1. IMPOSITION OF COVENANTS

Section 1.1 Purpose.

The purpose of this Declaration is to provide a structured system of management and maintenance of the Property within the scope of the Project. To accomplish the purposes and intentions recited above, Declarant hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration, and Declarant hereby declares that all of the Property shall be held, sold, conveyed, occupied, and improved subject to the provisions of this Declaration.

Section 1.2 Covenants Running With the Land.

All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, all Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

ARTICLE 2. DEFINITIONS

The following words, when used in this Declaration, shall have the meanings designated below unless the context expressly requires otherwise:

Section 2.1 “Articles of Incorporation” means the Articles of Incorporation of the Association, as filed with the Idaho Secretary of State, a copy of which is attached hereto as Exhibit A.

Section 2.2 “Assessments” means the annual, special and default Assessments levied pursuant to this Declaration.

Section 2.3 “Association” means the Westcliff Homeowners Association, Inc., an Idaho nonprofit corporation, and its successors and assigns.

Section 2.4 “Board of Directors” means the governing body of the Association, as provided in this Declaration and in the Articles of Incorporation and Bylaws of the Association and in the Act.

Section 2.5 “Bylaws” means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Association, including the amendments thereto, copies of which are attached hereto as Exhibit B.

Section 2.6 “City” means the City of Ketchum, Idaho.

Section 2.7 “Common Expenses Liability” means the liability for Common Expenses allocated to each Sublot pursuant to this Declaration.

Section 2.8 “Common Expenses” means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including, without limiting the generality of the foregoing, the following items:

- (a) landscape and irrigation repair and maintenance;
- (b) snow removal within the property;
- (c) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws.
- (d) all sums lawfully assessed against the Sublots by the Board of Directors;
- (e) expenses agreed upon as Common Expenses by the members of the Association; and
- (f) expenses provided to be paid pursuant to any Management Agreement with a property manager.

Section 2.09 “Costs of Enforcement” means all monetary fees, fines, late charges, interest, expenses, costs, including receiver’s and appraiser’s fees, and reasonable attorneys’ fees and disbursements, including legal assistants’ fees, incurred by the Association in connection with the collection of Assessments or in connection with the enforcement of the terms, conditions and obligations of the Project Documents.

Section 2.10 “Declarant” means Westcliff, LLC, an Idaho limited liability company, its successors and assigns.

Section 2.11 “Declaration” means this Declaration, together with any supplement or amendment to this Declaration, and any other recorded instrument however denominated that exercises a Development Right, executed by Declarant and recorded in the Records. The term Declaration includes all Maps and Plats recorded with this Declaration and all amendments to the Declaration and supplements to the Maps and Plats without specific reference thereto.

Section 2.12 “Deed” means each initial Warranty Deed recorded after the date hereof by which Declarant conveys a Sublot.

Section 2.13 “Eligible First Mortgagee” means a First Mortgagee that has notified the Association in writing of its name and address and status as a First Mortgagee.

Section 2.14 “First Mortgagee” means a holder of a Security Interest in a Sublot that has priority over all other Security Interests in the Sublot.

Section 2.15 “Lot” means one of the separate numbered parcels of real estate within the Project and depicted on a plat or map of the Project.

Section 2.16 “Majority of Owners” means a majority (or any greater percentage that may be specifically required for a particular action or authorization by the terms of this Declaration) of the total voting power of the members of the Association, i.e., 75% or more.

Section 2.17 “Management Agreement” means any contract or arrangement entered into for purposes of discharging the responsibilities of the Board of Directors relative to the operation, maintenance, and management of the Project.

Section 2.18 “Managing Agent” means a person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association.

Section 2.19 “Owner” means the Declarant or any other person who owns record title to a Sublot (including a contract seller, but excluding a contract purchaser) but excluding any person having a Security Interest in a Sublot unless such person has acquired record title to the Sublot pursuant to foreclosure or any proceedings in lieu of foreclosure.

Section 2.20 “Person” means an individual, association, partnership, limited liability company, corporation, trust, governmental agency, political subdivision or any combination thereof.

Section 2.21 “Plat” or “Map” means that part of a Declaration that is a land survey plat as set forth in Idaho Code § 50-1301, as amended, depicts all or any portion of the Property in two dimensions, and is recorded in the Records.

Section 2.22 “Project” means the term as defined in Section 1.1 hereof.

Section 2.23 “Project Documents” means the basic documents creating and governing the Project, including, but not limited to the Articles of Incorporation and Bylaws, the plat or Map of the Project, and any procedures, Rules and Regulations, or policies relating to the Project.

Section 2.24 “Real Estate” means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that, by custom, usage or law, pass with the conveyance of land though not described in the contract of sale or instrument of conveyance.

Section 2.25 “Records” means the Office of the Clerk and Recorder in Blaine County, Idaho.

Section 2.26 “Rules and Regulations” means the rules and regulations promulgated by the Board of Directors for the management, preservation, safety, control, and orderly operation of the Property, as amended or supplemented from time to time.

Section 2.27 “Security Interest” means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

Section 2.28 “Special Declarant Rights” means those rights reserved by Declarant in this Declaration.

Section 2.29 “Sublot” means one separate numbered parcel of real estate within the Property and depicted on a Plat or Map.

ARTICLE 3. DEVELOPMENT

Section 3.1 Subdivision.

The Property shall be subdivided into Sublots which shall be developed in accordance with this Declaration. The Map shall be filed in the Records. The Map shall be filed following substantial completion of the infrastructure improvements required by the City and prior to the conveyance of any Sublot depicted on the Map to a purchaser.

Section 3.2 Contracts to Convey Entered into Prior to Recording of Declaration and Map.

A contract or other agreement for the sale of a Sublot entered into prior to the filing of this Declaration in the Records may legally describe such Sublot in substantially the manner set forth in this Article 3 and may indicate that this Declaration and Map are to be recorded.

Section 3.3 Separate Tax Assessments.

Upon the filing for record of this Declaration and the Map in the Records, the lien for taxes assessed shall be confined to the Sublots. No forfeiture or sale of any Sublot for delinquent taxes, assessments, or other governmental charge shall divest or in any way affect the title to any other Sublot.

Section 3.4 Owners' Property Rights.

Every Owner shall have a perpetual right and easement of access over, across, and upon adjacent Sublots to access that Owner's respective garage man door. The Association may adopt, from time to time, any and all rules and regulations concerning the Project as the Association may determine is necessary or prudent for the management, preservation, safety, control, and orderly operation of the Project for the benefit of all Owners.

ARTICLE 4. MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 4.1 Association Membership.

Every Owner shall be a member of the Association and shall remain a member for the period of the Owner's ownership of a Sublot. No Owner, whether one or more persons or entity, shall have more than one membership per Sublot owned, but all of the persons or entities owning a Sublot shall be entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Sublot. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Sublot. If title to a Sublot is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity or entities shall appoint and authorize one person or alternate persons to represent the Owners of the Sublot. Such representative shall be a natural person who is an Owner, or a designated board member or officer of a corporate Owner, or a general partner of a partnership Owner, or a comparable representative of any other entity, and such representative shall have the power to cast votes on behalf of the Owners as a member of the Association, and serve on the Board of Directors if elected, subject to the provisions of, and in accordance with, the procedures more fully described in the Bylaws of the Association. Notwithstanding the foregoing, if only one of the multiple Owners of a Sublot is present at a meeting of the Association, such Owner is entitled to cast the vote allocated to that Sublot. If more than one of the multiple Owners are present and there is no written designation of an authorized representative, the vote allocated to that Sublot may be cast only in accordance with the agreement of a majority in interest of the Owners, or 75% or above, which majority agreement may be assumed for all purposes if any one of the multiple Owners casts the vote allocated to that Sublot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Sublot.

Section 4.2 Voting Rights and Meetings. Each Sublot in the Property shall have a single vote; provided, however, no vote allocated to a Sublot owned by the Association may be cast.

Section 4.3 Transfer Information. All Persons who acquire Sublot(s) other than from Declarant shall provide to the Association written notice of the Person's name, address (mailing and email), Sublot owned, date of transfer, and name of the former Owner within ten (10) days of the date of transfer. The Person shall also provide a true and correct copy of the recorded instrument conveying or transferring the Sublot or such other evidence of the conveyance or transfer as is reasonably acceptable to the Association. In addition, the Association may request such other information as the Association determines is necessary or desirable in connection with obtaining and maintaining information regarding conveyances and transfers of Sublots. The Association or Managing Agent shall have the right to charge the Person a reasonable administrative fee for processing the transfer in the records of the Association.

ARTICLE 5. ASSOCIATION POWERS AND DUTIES

Section 5.1 Association Management Duties. Subject to the rights and obligations of Declarant and other Owners as set forth in this Declaration, the Association shall be responsible for the administration and operation of the Property as a subdivided Lot within the Project, and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. The expenses, costs, and fees of such management, operation, maintenance, and repair by the Association shall be part of the Assessments, and prior approval of the Owners shall not be required in order for the Association to pay any such expenses, costs, and fees. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the requirement that it provide statements of status of Assessments. All financial and other records of the Association shall be made reasonably available for examination by any Owner and such Owner's authorized agents.

Section 5.2 Association Powers.

The Association shall have, subject to the limitations contained in this Declaration and the Act, the powers necessary for the administration of the affairs of the Association and the upkeep of the Property which shall include, but not be limited to, the power to:

- (a) adopt and amend Bylaws and Rules and Regulations;
- (b) adopt and amend budgets for revenues, expenditures and reserves;
- (c) collect assessments from Owners;
- (d) hire and discharge managing agents;
- (e) hire and discharge employees and agents, other than managing agents, and independent contractors;

(f) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules and Regulations or other provisions of the Project Documents in the Association's name on behalf of the Association or two or more Owners on matters affecting the Property;

(g) make contracts and incur liabilities;

(h) acquire, hold, encumber, and convey in the Association's name any right, title or interest to real property or personal property;

(i) impose a reasonable charge for late payment of Assessments, recover Costs of Enforcement for collection of Assessments and other actions to enforce the powers of the Association, regardless of whether or not suit was initiated and, after notice and hearing, levy reasonable fines for violations of this Declaration, Bylaws and Rules and Regulations of the Association.

A majority vote by the board is required before any fine may be imposed on a member for a violation of any covenants and restrictions. Written notice must be provided to the member at least thirty (30) days prior to a meeting at which a vote to impose a fine on the member is to be held. Service of the notice must be by personal service or certified mail. In the event the member begins resolving the violation prior to a meeting, no fine may be imposed as long as the member continues to address the violation in good faith until fully resolved.

(n) impose a reasonable charge for the preparation and recordation of amendments to this Declaration or for preparation of statements of unpaid Assessments;

(o) provide for the indemnification of the Association's officers and Board of Directors and maintain Board of Directors' and officers' liability insurance;

(p) assign the Association's right to future income, including the right to receive Assessments;

(q) by resolution, establish committees of the Board of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee;

(r) exercise any other powers conferred by this Declaration or the Bylaws;

(s) exercise any other power that may be exercised in Idaho by legal entities of the same type as the Association; and

(t) exercise any other power necessary and proper for the governance and operation of the Association.

Section 5.3 Actions by Board of Directors. Except as specifically otherwise provided in this Declaration, the Bylaws or the Act, the Board of Directors may act in all instances on behalf of the Association.

ARTICLE 6. ASSESSMENTS

Section 6.1 Commencement of Annual Assessments.

After any Assessment has been made by the Association, Assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the Association.

Section 6.2 Annual Assessments.

The Association shall levy annual Assessments to pay for any necessary expenses allocated to each Sublot pursuant to this Declaration. The total annual Assessments shall be based upon a budget of the Association's cash requirements for upkeep of the Property. Any surplus funds of the Association remaining after payment of or provision for expenses and any prepayment of or provision for reserves shall be credited to the Owners in proportion to ownership interest or credited to them to reduce their future Assessments.

Section 6.3 Apportionment of Annual Assessments.

The total annual Assessment for any fiscal year of the Association shall be assessed to the Sublots as set forth in (see Exhibit C) subject to: (a) any increased cost of any insurance based upon risk which shall be assessed to Sublots in proportion to the risk; and (c) any Common Expense caused by the misconduct of any Owner(s), which may be assessed exclusively or on such other equitable basis as the Board of Directors shall determine against such Owner(s).

Section 6.4 Special Assessments.

In addition to the annual Assessments authorized above, the Board of Directors may at any time and from time to time determine, levy, and assess in any fiscal year a special Assessment applicable to that particular fiscal year (and for any such longer period as the Board of Directors may determine) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, renovation or maintenance of the Project, specifically including any fixtures and personal property related to it. Any amounts determined, levied, and assessed pursuant to this Declaration shall be assessed to the Sublots pursuant to the provisions in Section 6.3 entitled "Apportionment of Annual Assessments" set forth above.

Section 6.5 Due Dates for Assessment Payments.

Unless otherwise determined by the Board of Directors, the Assessments which are to be paid in installments shall be paid quarterly in advance and shall be due and payable to the

Association at its office or as the Board of Directors may otherwise direct in any Management Agreement, without notice (except for the initial notice of any special Assessment), on the first day of each month. If any such installment shall not be paid within thirty (30) days after it shall have become due and payable, then the Board of Directors may assess a late charge, default interest charge (not to exceed the rate from time to time allowed by law), fee, or such other charge as the Board of Directors may fix by rule from time to time to cover the extra expenses involved in handling such delinquent Assessment installment. An Owner's Assessment shall be prorated if the ownership of a Sublot commences or terminates on a day other than the first day or last day, respectively, of a month or other applicable payment period.

Section 6.6 Default Assessments.

All Costs of Enforcement assessed against an Owner pursuant to the Declaration, or any expense of the Association which is the obligation of an Owner pursuant to the Declaration shall become a default Assessment assessed against the Owner's Sublot. Notice of the amount and demand for payment of such default Assessment shall be sent to the Owner prior to enforcing any remedies for non-payment hereunder.

Section 6.7 Covenant of Personal Obligation for Assessments.

Declarant, by creating the Sublots pursuant to this Declaration, and all other Owners, by acceptance of the deed or other instrument of transfer of his Sublot (whether or not it shall be so expressed in such deed or other instrument of transfer), are deemed to personally covenant and agree, jointly and severally, with all other Owners and with the Association, and hereby do so covenant and agree to pay to the Association the (a) annual Assessments, (b) special Assessments, and (c) default Assessments applicable to the Owner's Sublot. No Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by abandoning or leasing his Sublot.

Section 6.8 Lien for Assessments; Assignment of Rents.

The annual, special, and default Assessments (including installments of the Assessments) shall be burdens running with the specific Sublot to which such Assessments apply. The Association may impose a lien upon a specific Sublot, by preparing a written lien notice setting forth the description of the Sublot, the amount of Assessments on the Sublot unpaid as of the date of such lien notice, the rate of default interest as set by the Rules and Regulations, the name of the Owner or Owners of the Sublot, and any and all other information that the Association may deem proper. The lien notice shall be signed by a member of the Board of Directors, an officer of the Association, or the Managing Agent and shall be recorded in the Records. Upon any default in the payment of annual, special, or default Assessments, the Association shall also have the right to appoint a receiver to collect all rents, profits, or other income from the Sublot payable to the Owner and to apply all such rents, profits, and income to the payment of delinquent Assessments. Each Owner, by ownership of a Sublot, agrees to the assignment of such rents, profits and income to the Association effective immediately upon any default in the payment of annual, special, or default Assessments.

Section 6.9 Remedies for Nonpayment of Assessments.

If any annual, special, or default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable, then as often as the same may happen, (a) interest shall accrue at the default rate set by the Rules and Regulations on any amount of the Assessment in default, accruing from the due date until date of payment, (b) the Association may declare due and payable all unpaid installments of the annual Assessment or any special Assessment otherwise due during the fiscal year during which such default occurred, (c) the Association may thereafter bring an action at law or in equity, or both, against any Owner personally obligated to pay the same, (d) the Association may proceed to foreclose its lien against the particular Sublot pursuant to the power of sale granted to the Association by this Declaration or in the manner and form provided by Idaho law for foreclosure of real estate mortgages and (e) the Association may suspend the Owner's right to vote in Association matters until the Assessment is paid. An action at law or in equity by the Association (or counterclaims or cross-claims for such relief in any action) against an Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent default Assessments. The Association shall have the power and right to bid in or purchase any Sublot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and to convey, or otherwise deal with the Sublot acquired in such proceedings.

Section 6.10 Purchaser's Liability for Assessments.

Notwithstanding the personal obligation of each Owner to pay all Assessments on the Sublot, and notwithstanding the Association's perpetual lien upon a Sublot for such Assessments, all purchasers shall be jointly and severally liable with the prior Owner(s) for any and all unpaid Assessments against such Sublot, without prejudice to any such purchaser's right to recover from any prior Owner any amounts paid thereon by such purchaser. A purchaser's obligation to pay Assessments shall commence upon the date the purchaser becomes the Owner of a Sublot. For Assessment purposes, the date a purchaser becomes the Owner shall be determined as follows: (a) in the event of a conveyance or transfer by foreclosure, the date a purchaser becomes the Owner shall be deemed to be upon the expiration of all applicable redemption periods; (b) in the event of a conveyance or transfer by deed in lieu of foreclosure a purchaser shall be deemed to become the Owner of a Sublot upon the execution and delivery of the deed or other instruments conveying or transferring title to the Sublot, irrespective of the date the deed is recorded; and (c) in the event of conveyance or transfer by deed, a purchaser shall be deemed to become the Owner upon the execution and delivery of the deed or other instruments conveying or transferring title of the Sublot, irrespective of the date the deed is recorded. However, such purchaser shall be entitled to rely upon the existence and status of unpaid

Assessments as shown upon any certificate issued by or on behalf of the Association to such named purchaser pursuant to the provisions of this Declaration.

Section 6.11 Subordination of Association's Lien for Assessments. The Association's perpetual lien on a Sublot for Assessments shall be superior to all other liens and encumbrances except the following:

(a) real property ad valorem taxes and special assessment liens duly imposed by an Idaho governmental or political subdivision or special taxing district, or any other liens made superior by statute;

(b) liens recorded prior to this Declaration unless otherwise agreed by the parties thereto; and

(c) the lien of any First Mortgagee except to the extent Idaho law grants priority for Assessments to the Association.

Any First Mortgagee who acquires title to a Sublot by virtue of foreclosing a First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Sublot free of any claims for unpaid Assessments and Costs of Enforcement against the Sublot which accrue prior to the time such First Mortgagee acquires title to the Sublot. All other persons not holding liens described in this Section and obtaining a lien or encumbrance on any Sublot after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association's lien for Assessments and Costs of Enforcement as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Sale or other transfer of any Sublot, (a) except as provided above with respect to First Mortgagees, (b) except in the case of foreclosure of any lien enumerated in this Section, and (c) except as provided in the next Section, shall not affect the Association's lien on such Sublot for Assessments due and owing prior to the time such purchaser acquired title and shall not affect the personal liability of each Owner who shall have been responsible for the payment thereof. Further, no such sale or transfer shall relieve the purchaser of a Sublot from liability for, or the Sublot from the lien of, any Assessments made after the sale or transfer.

Section 6.12 Statement of Status of Assessments.

On or before fourteen (14) calendar days after receipt of written notice to the Managing Agent or, in the absence of a Managing Agent, to the Board of Directors and payment of a reasonable fee set from time to time by the Board of Directors, any Owner, holder of a Security Interest, prospective purchaser of a Sublot or their designees shall be furnished a statement of the Owner's account setting forth:

(a) the amount of any unpaid Assessments then existing against a particular Sublot;

(b) the amount of the current installments of the annual Assessment and the date that the next installment is due and payable;

(c) the date(s) for payment of any installments of any special Assessments outstanding against the Sublot; and

(d) any other information, deemed proper by the Association, including the amount of any delinquent Assessments created or imposed under the terms of this Declaration.

Upon the issuance of such a certificate signed by a member of the Board of Directors, by an officer of the Association, or by a Managing Agent, the information contained therein shall be conclusive upon the Association as to the person or persons to whom such certificate is addressed and who rely on the certificate in good faith.

ARTICLE 7. MAINTENANCE RESPONSIBILITY

Section 7.1 Responsibility of the Owner. Each Owner shall be responsible for routine maintenance and care of the Sublots, including the exterior, and for keeping the same in a good, clean, sanitary, and attractive condition.

Section 7.2 Responsibility of the Association.

The Association, without the requirement of approval of the Owners, shall maintain and keep in good repair, replace, and improve, as a Common Expense, all of the Property not required in this Declaration to be maintained and kept in good repair by an Owner or by Declarant. Without limiting the foregoing, the Association shall be responsible for the maintenance and repair of the following:

a) all landscape areas within the Sublots, including landscaped areas within the dedicated street right-of-ways. This maintenance shall include, but not be limited to, irrigation, planting, pruning, replacement of dying trees, grasses, and shrubs.

b) removal of snow from sidewalks within the public right of way.

c) snow removal and snow storage areas not located on land dedicated to the City.

Section 7.3 Mechanics' Liens.

Subsequent to recording of this Declaration and the filing of the Map in the Records, no labor performed or materials furnished for use and incorporated in any Sublot with the consent of or at the request of the Owner or the Owner's agent, contractor or subcontractor, shall be the basis for the filing of a lien against a Sublot of any other Owner not expressly consenting to or requesting the same. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any

mechanics' lien or for labor performed or for materials furnished in work on such Owner's Sublot, or against the Sublot of another Owner.

Section 7.4 Enforcement by the Association.

At its own initiative or upon the written request of any Owner (if the Association determines that further action by the Association is proper), the Association shall enforce the indemnity provided by the provisions of this Article 7 by collecting from the Owner of the Sublot on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanics' lien, to pay all costs and reasonable attorneys' fees incidental to the lien, and to obtain a release of such lien. If the Owner of the Sublot on which the labor was performed or materials furnished refuses or fails to indemnify within five (5) days after the Association shall have given notice to such Owner of the total amount of the claim, then the failure to so indemnify shall be a default by such Owner under the provisions of this Section 7.4, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Sublot, and enforceable by the Association pursuant to this Declaration.

ARTICLE 8. USE RESTRICTIONS

Section 8.1 Use of Sublots.

No exterior alterations to any Sublot, including painting, excavation, construction or other alteration shall be made or caused to be made by any Owner without the prior written consent of the Board of Directors. All work and improvements on the exterior of the Sublots shall be performed with the goal of maintaining a uniform, consistent and attractive appearance as determined by the Board of Directors.

Section 8.2 Short Term Rentals. No Sublot or unit shall be rented or leased for less than a thirty (30) day rental or lease period.

Section 8.3 Parking. Recreational vehicles, motor homes, campers snowmobiles, and boats may be parked only in Owner's driveways for seasonal use (not year-round storage). Inoperable vehicles shall not be stored on the Property or in driveways

Section 8.4 Storage.

Trash, garbage or other waste shall not be kept except in sanitary containers. All trash cans, garbage containers or other equipment for temporary storage and disposal of such material shall be kept in a clean and sanitary condition. All trash receptacles shall be kept in the Owner's garage and not in view of any other Sublot, except as may be necessary for garbage pick-up. All garden and yard equipment, recreational and other personal property shall be stored in the Owner's garage.

Section 8.5 Pets.

Only domestic household pets, such as dogs, cats, goldfish, canaries, and similar domestic household pets, shall be allowed. Pets are not allowed for renters. No such pets shall be allowed to disturb other Owners or to become a nuisance in any way. Dogs, when outside, must be at all times leashed or under the Owner's direct supervision. No fenced dog kennels or "dog runs" are allowed. Should owners desire to control pets, they must use underground invisible fence systems installed only on that Owner's Sublot. Any household pet will be subject to expulsion from the Property upon a finding by the Board of Directors of the Association that said animal has created a nuisance.

ARTICLE 9. EASEMENTS

Section 9.1 Recorded Easements. The Property shall be subject to any easements shown on any recorded plat affecting the Property, shown on the recorded Map or reserved or granted under this Declaration.

Section 9.2 Utility Easements.

There is hereby created a general easement upon, across, over, in, and under all of the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such utilities to erect and maintain the necessary equipment on the Property and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without disturbing the uses of other utilities, the Owners, the Association, and Declarant; shall complete its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable document, Declarant during the Period of Declarant Control and, thereafter, the Association, shall have the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms hereof. The easements provided for in this Section 9.2 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 9.3 Emergency Access Easement.

A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

Section 9.4 Easements of Access for Repair, Maintenance, and Emergencies.

The Association shall have the irrevocable right, to be exercised by the Association as the Owners' agent, to have access to each Sublot for landscape and irrigation maintenance and snow removal from time to time during such reasonable hours as may be necessary.

Section 9.7 Easements Deemed Created.

All conveyances of Sublots hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 9, even though no specific reference to such easements or to this Article 9 appears in the instrument for such conveyance.

ARTICLE 10. DURATION OF COVENANTS; AMENDMENT AND TERMINATION

Section 10.1 Term.

This Declaration and any amendments or supplements to it shall remain in effect from the date of recordation for a period of fifty (50) years. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified as provided in this Article.

Section 10.2 Amendment of Declaration.

Except to the extent that this Declaration and the Act expressly permit or require amendments that may be executed by the Declarant or by the Association, this Declaration (including the Map) may be amended only by a vote or agreement of Owners to which seventy-five (75%) or more of the votes in the Association are allocated.

Section 10.3 Execution of Amendments; Expenses.

Any amendment shall be prepared, executed and recorded either by the Declarant or by an officer of the Association designated for that purpose or, in the absence of a designation, by the President of the Association. All expenses associated with preparing and recording an amendment to this Declaration shall be the sole responsibility of: (a) any Owners desiring an amendment as provided for in this Declaration or the Act; (b) the Declarant, to the extent the right to amend this Declaration is reserved to the Declarant and exercised by the Declarant; or (c) in all other cases by the Association as a Common Expense.

Section 10.4 Recording of Amendments.

Any amendment to this Declaration shall be immediately effective upon the recording of the executed amendment in the Records together with a duly authenticated certificate of the Declarant or the Secretary of the Association stating that the required vote of Owners, if any, and required consents of First Mortgagees (and/or Eligible First Mortgagee, as applicable) were

obtained and are on file in the office of the Association. The amendment must be indexed in the grantee's index in the name of the Project and the Association and in the grantor's index in the name of each person or entity executing the Amendment.

ARTICLE 11. MISCELLANEOUS

Section 11.1 Enforcement.

Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, rules and other provisions contained in this Declaration shall be through any proceedings at law or in equity brought by any aggrieved Owner, the Association, or Declarant against the Association or any Owner. Such actions may seek remedy by injunction or restraint of a violation or attempted violation, or an action for damages, or any of them, without the necessity of making an election.

Section 11.2 Notices.

All notices, demands, or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; upon actual receipt, in the case of notices forwarded by certified mail, return receipt requested, postage prepaid; as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service; or as of the third business hour (a business hour being one of the hours from 8:00 a.m. to 5:00 p.m. on business days) after transmitting by telecopier or email.

Section 11.3 Nonwaiver.

Failure by Declarant, the Association, or any Owner to enforce any covenant, condition, restriction, easement, reservation, right-of-way, or other provision contained in the Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 11.4 Severability.

The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions of it by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which provisions shall remain in full force and effect. Any provision which would violate the rule against perpetuities and the rule prohibiting unlawful restraints on alienation shall be construed in a manner as to make this Declaration valid and enforceable.

Section 11.5 Number and Gender.

Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 11.6 Captions.

The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration or the intent of any provision of this Declaration.

Section 11.7 Conflicts in Legal Documents.

In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of conflicts in the provisions in the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 11.8 Exhibits.

All the Exhibits attached to and described in this Declaration are incorporated in this Declaration by this reference.

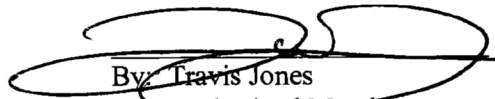
Section 11.9 Choice of Law.

This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 11.10 Negotiation and Mediation. If any dispute arises by and among the Owners or Directors, the parties shall negotiate in good faith in an attempt to resolve the dispute or claim. If the parties are unable to resolve the dispute, prior to initiating any legal proceedings, the parties shall submit the dispute to a mediator or mediation service as may be mutually agreed upon by the parties. If the parties do not settle the claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings.

Executed as of May 30, 2023

WESTCLIFF LLC

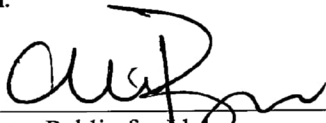

By: Travis Jones
Its: Authorized Member

STATE OF IDAHO)
)
County of Blaine) ss

On this May 30, 2023, before me, a notary public in and for said state, personally appeared Travis Jones, known or identified to me to be an authorized agent and Member of WESTCLIFF, LLC, an Idaho limited liability company, who subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said name.

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 Pr - Valley ID
My commission expires 9-8-26

**EXHIBIT A
TO
DECLARATION**

ASSOCIATION ARTICLES OF INCORPORATION



0005239042

**STATE OF IDAHO**

Office of the secretary of state, Phil McGrane

ARTICLES OF INCORPORATION (NONPROFIT)

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$30.00

For Office Use Only

-FILED-

File #: 0005239042

Date Filed: 5/18/2023 9:20:49 AM

Articles of Incorporation (Nonprofit)	
Select one: Standard, Expedited or Same Day Service (see descriptions below) Standard (filing fee \$30)	
Article 1: Corporation Name	
Entity name	Westcliff Homeowners Association, Inc.
Article 2: Effective Date	
The corporation shall be effective	when filed with the Secretary of State.
Article 3: Purpose	
The purpose for which the corporation is organized is:	Homeowners Association
Article 4: Voting Members:	
The corporation	has voting members.
Article 5: Asset Distribution on Dissolution	
Upon dissolution the assets shall be distributed:	the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.
Article 6: IRS Designation	
Does this nonprofit corporation intend to file as a 501(c)(3) with the IRS?	No
Article 7: The mailing address of the corporation shall be:	
Mailing Address	TRAVIS JONES 131 W PINE ST HAILEY, ID 83333-5500
Article 8: Registered Agent Name and Address	
Registered Agent	Registered Agent Michael Pogue Physical Address: KETCHUM 672 1ST AVE N KETCHUM, ID 83333 Mailing Address: MICHAEL POGUE PO BOX 3020 SUN VALLEY, ID 83353-3020
☒ I affirm that the registered agent appointed has consented to serve as registered agent for this entity.	
Article 9: Incorporator Name(s) and Address(es)	
Name	Incorporator Address
Michael Pogue	100 SUN VALLEY RD 3020 SUN VALLEY, ID 83353
Article 10: Director Name(s) and Address(es)	

B0802-8003 05/18/2023 9:20 AM Received by Office of the Idaho Secretary of State



B0802-8004 05/18/2023 9:20 AM Received by Office of the Idaho Secretary of State

Name	Title	Director Address
TRAVIS JONES	Director	100 SUN VALLEY RD UNIT 3020 HAILEY, ID 83333
LAYNE THOMPSON	Director	PO BOX 2480 KETCHUM, ID 83340
TED HERB	Director	4404 260 AVE NE REDMOND, WA 98053

The Articles of Incorporation must be signed by at least one Incorporator.

Michael Pogue

05/18/2023

Michael Pogue

Date

**EXHIBIT B
TO
DECLARATION**

ASSOCIATION BYLAWS

**BYLAWS
OF
WESTCLIFF HOMEOWNERS ASSOCIATION, INC.**

**Article 1
BOARD OF DIRECTORS**

1.1 Board of Directors. The affairs of the association shall be governed by the Board of Directors which shall be composed of four (4) members. Until 100 percent (100%) of the Sublots that may be created have been sold by Declarant, Declarant shall appoint the Board of Directors, who may be individual owners of or affiliates of Declarant.

1.2 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the association and may do all such acts and things except those which by law or by declaration or by these bylaws or by the articles of incorporation may not be delegated to the Board of Directors by the members. Such powers and duties of the Board of Directors shall include, but shall not be limited to the following:

- (a) Operation, care, upkeep and maintenance of landscaping on the Sublots.
- (b) Determination of common expenses required for the affairs of the association, including, without limitation, the maintenance of the landscaping and irrigation on the Sublots and snow removal.
- (c) Collection of assessments from the owners of lots.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the association.
- (e) Adoption and amendment of any rules and regulations covering the details of the operation and the Property.
- (f) Opening a bank account on behalf of the association and designating the signatory required therefore.
- (g) Purchase and maintain insurance for the association.
- (h) Carry out all functions of the association as set forth in the Declaration as recorded with the Blaine County Recorder, as the same may be amended from time to time.

1.3 Managing Agent and Manager. The Board of Directors may employ for the association a managing body at a level of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the manager, all necessary powers.

1.4 Appointment of Board of Directors. The affairs of the association shall be managed by a board of four (4) directors.

1.5 Organization Meeting. The meeting of the members of the Board of Directors shall be at such time and place as shall be fixed by the members at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

1.6 Regular Meetings. The regular meetings of the Board of Directors shall be held annually or as deemed appropriate by the members of the Board at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors by mail, email or facsimile at least ten (10) business days prior to the day named for such meeting.

1.7 Special Meetings. Special meetings of the Board of Directors may be called by the president on ten (10) business days' notice to each member of the Board of Directors, given by mail, email or facsimile which notice shall state the time and place and purpose of the meeting. The special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Directors.

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

1.9 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority, or 75% 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 of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. That if at any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

1.10 Compensation. No compensation shall be paid to the Board of Directors.

1.11 Required Election of Owners.

Until 100 percent (100%) of the Sublots that may be created have been sold by Declarant, Declarant shall appoint the Board of Directors, who may be individual owners or affiliates of Declarant. Not later than sixty (60) days after conveyance of 100 percent (100%) of the Sublots that may be created to Owners other than Declarant, each of the Owners (one appointed individual for each Sublot), shall become a Director and member of the Board of Directors (four (4) members). The members of the Board of Directors and officers shall take office upon election.

1.12 Requirements for Turnover of Declarant Control.

Upon the appointment of Owners set forth in Section 1.10, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, including without limitation the following items:

(a) the original or a certified copy of the recorded Declaration as amended, the Association's articles of incorporation, Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;

(b) financial statements, from the date the Association received funds and ending on the date the Period of Declarant Control ends;

(c) the Association funds or control thereof;

(d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the property;

(e) any insurance policies then in force, in which the Owners, the Association or its members of the Board of Directors and officers are named as insured persons;

(f) any other permits issued by governmental bodies applicable to the Project and which are currently in force or which were issued within one year prior to the date on which Owners other than the Declarant took control of the Association;

(g) written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;

(h) employment contracts in which the Association is a contracting party; and

(i) any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the persons performing the services.

Article 2 MEMBERSHIP & MEETINGS

2.1 Membership. Upon purchase of a lot, an owner shall become a member of the association. Membership rights shall be as set forth in the *Declaration of Covenants, Conditions and Restrictions for Westcliff Homeowners Association, Inc.* (the "Declaration").

2.2 Annual Meetings. Annual Meetings of the members shall be held as set by the Board of Directors, and all the members, shall elect directors to fill vacancies. The members may transact such other business at such meetings as may properly come before them.

2.3 Place of Meetings. The meeting of the lot owners shall be held at the principal office of the association or at such other suitable place convenient to the lot owners as may be designated by the Board of Directors.

2.4 Special Meetings. It shall be the duty of the president to call a special meeting of the members when so directed by resolution of the Board of Directors or upon a petition signed and presented to the secretary by not less than fifty-one percent (51%) of the members. 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 the special meeting except as stated in the notice.

2.5 Notice of Meetings. It shall be the duty of the secretary to deliver a notice of each annual or special meeting of the lot owners at least ten (10) days, but not more than twenty (20) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at the building or at such other address as such member shall have designated by notice in writing to the secretary. Notices shall be hand delivered, emailed, or sent prepaid by United States Mail to the mailing address of each Owner. A meeting of the Association shall be held at least once each year. Not less than ten (10) and no more than fifty (50) days in advance of any meeting, the Secretary or other officer shall cause notice to be hand delivered, emailed, or sent prepaid by United States Mail to the mailing address of each Owner. The notice of any meeting must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board of Directors. Adjournment of Meetings. If any meeting of lot owners cannot be held because a quorum is not present, any lot owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

2.7 Order of Business. The order of business at all meetings of the association 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 of Directors;
- (f) Report of committees;
- (g) Election of directors;
- (h) Unfinished business;
- (i) New business.

2.8 Quorum. Except as otherwise provided in the Declaration or these bylaws, the presence in person or by proxy of members having at least 75% of the total authorized votes of all members shall constitute a quorum at all meetings of the members.

2.9 Meeting to Approve Annual Budget . At the annual meeting of the Association or at a special meeting of the Association called for such purpose, the Owners shall be afforded the opportunity to ratify a budget of the projected revenues, expenditures (both ordinary and capital) and reserves for the Association's next fiscal year as proposed by the Board of Directors. A summary of the proposed budget approved by the Board of Directors shall be mailed or emailed to the Owners within thirty (30) days after its adoption along with a notice of a meeting of the Association to be held not less than ten (10) nor more than fifty (50) days after mailing or emailing of the summary to the Owners. Unless at the meeting 75% or more of the Owners, rather than a majority of those present and voting in person or by proxy, reject the proposed budget, the budget is ratified whether or not a quorum is present at the meeting. In the event the proposed budget is rejected, the budget last ratified by the Owners continues until such time as the Owners ratify a subsequent budget proposed by the Board of Directors as provided above.

2.10 Owners' and Association's Addresses for Notices.

All Owners of each Sublot shall have one and the same registered mailing and email address to be used by the Association or other Owners for notices, demands, and all other communications regarding Association matters. The Owner or the representative of the Owners of a Sublot shall furnish such addresses to the secretary of the Association within ten days after transfer of title to the Sublot to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Sublot or by such persons as are authorized to represent the interests of all Owners of the Sublot. If no address is registered or if all of the Owners cannot agree, then the address of the Sublot shall be deemed their registered address until another registered address is furnished as required under this Section. If the address of the Sublot is the registered address of the Owner(s), then any notice shall be deemed duly given if delivered to any person occupying the Sublot or, if the Sublot is unoccupied, if the notice is held and available for the Owners at the principal office of the Association. All notices and demands intended to be served upon the Board of Directors shall be sent to such address as the Board of Directors may designate from time to time by notice to the Owner(s).

2.11 Board of Directors Meetings.

All meetings of the Board of Directors, at which action is to be taken by vote, will be open to the Owners and agendas for meetings of the Board of Directors shall be made reasonably available for examination by all members of the Association or their representatives, except that meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Owners, in the following situations:

- (a) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;
- (b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- (c) investigative proceedings concerning possible or actual criminal misconduct;

(Deuter) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.

Actions of the Board of Directors require approval of seventy-five percent (75%) or more of the Directors.

2.12 Right to Notice and Hearing.

Whenever the Declaration requires that an action be taken after “notice and hearing,” the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Managing Agent, etc.) shall give notice of the proposed action to all Owners whose interests the proposing party reasonably determines would be significantly affected by the proposed action. The notice shall be delivered personally or mailed or emailed not less than three (3) days before the proposed action is to be taken. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally and/or in writing, subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the hearing was given. Any Owner having a right to notice and hearing shall have the right to appeal to the Board of Directors from a decision of a proposing party other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing within forty-five (45) days, giving the same notice and observing the same procedures as were required for the original hearing.

Article 3 OFFICERS

3.1 Designation. The principal officers of the association shall be the president, secretary and treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint such other officers as in its judgment may be necessary. All officers shall be members of the association.

3.2 Election of Officers. The officers of the association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

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

3.4 President. The president shall be the chief executive officer of the association. He shall preside at all meetings of the lot owners and of the Board of Directors. He shall have all of

the general powers and duties which are incident to the officer or president of a general business corporation organization under the general business corporation law of the State of Idaho, including, but not limited to, the power to appoint committees among the lot owners from time to time as he may in his discretion decide is appropriate to assist in the conduct and affairs of the association.

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

3.6 Treasurer. The treasurer shall have the responsibility for association 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 money and other valuable effects in the name of the Board of Directors, or the managing agent, in such deposit as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of the treasurer of a general business corporation organized under the corporate laws of the State of Idaho.

3.7 Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, checks and other instruments of the association shall be executed by an officer of the association or by such other person or persons as may be designated by the Board of Directors.

3.8 Compensation of Officers. No officer shall receive any compensation from the association for acting as such.

Article 4 OPERATION OF THE PROPERTIES

4.1 Determination of Common Expenses and Fixing of Common Charges. The Board of Directors shall from time to time, and at least annually, prepare a budget for the association, determining the amount of the common charges payable by the members to meet the common expenses of the association and allocate and assess such common charges among the members on a pro rata basis. The common expenses shall include, among other things, the cost of premiums on any policies of insurance required to be, or which have been obtained by the Board of Directors. The common expenses shall also include the irrigation system, landscaping and snow removal costs. Common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the common property, including without limitations, an amount for working capital of the association, for general operating reserve, for reserve fund for replacements related to landscaping and irrigation and other items deemed appropriate and necessary by the Board of Directors, and to make up any deficit in the common expenses for any prior year. The common expenses shall also be used for the purposes set out in the Articles of Incorporation of this association. The Board of Directors shall advise all members promptly, in writing, the amount of common charges payable by each of them, respectively, as

determined by the Board of directors as aforesaid, and shall furnish copies of such budget on which such common charges are based, to all members.

4.2 Insurance. The Board of Directors may obtain and maintain to the extent that they deem desirable or necessary any insurance and in addition, the Board of Directors shall be required to obtain and maintain workmen's compensation insurance if required for any employees.

4.3 Payment of the Common Charges. All members shall be obligated to pay the common charges assessed by the Board of Directors as more fully detailed in the declaration; and the Board of Directors is hereby empowered to take all of the steps and exercise all of the powers provided by the declaration regarding assessments.

4.4 Abatement and Enjoinment of Violations of Members. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any bylaw contained herein, or the breach of any of the rules, regulations and restrictions enacted in connection herewith or hereby ratified, shall give the Board of Directors the right in addition to any other rights set forth in these bylaws:

(a) To enter on the lots in which, or as to which such violation to breach exists and to summarily abate and remove, at the expense of the defaulting member any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereby, the Board of Directors shall not thereby be deemed guilty in any manner or trespass or,

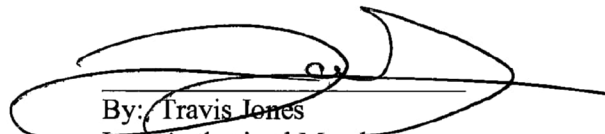
(b) to enjoin, abate or remedy by appropriate legal proceedings, the continuance of any such breach.

Article 5 AMENDMENT TO BYLAWS

The bylaws, and every part hereof, may from time to time and at any time, be amended, altered, repealed, and new or additional bylaws may be adopted as follows by the vote of the members entitled to exercise seventy-five percent (75%) or more of the voting power or by the written assent of such members.

Executed as May 30, 2023

WESTCLIFF LLC


By: Travis Jones
Its: Authorized Member

**EXHIBIT C
TO
DECLARATION
OWNERSHIP INTEREST**

<u>Lot Number</u>	<u>Percentage</u>
1	25%
2	25%
3	25%
4	25%
<u>Total</u>	<u>100.00%</u>