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**COMPLETE RESTATEMENT OF THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS**

This COMPLETE RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE COPPER RANCH CONDOMINIUMS ("Declaration"), effective upon recording in the records of Blaine County, Idaho, bind the Association and Complex as a covenant and equitable servitude running with the Complex in perpetuity, unless amended pursuant to this Declaration. This Declaration governs the Association, Complex, the Members, the Owners, and their invitees, licensees, and tenants, and shall be binding on, and inure to the benefit of, the Members (capitalized terms here and in the recitals are defined under Article 1, unless otherwise notated).

RECITALS

- A. This Declaration completely revokes and replaces the following (all instrument numbers in this Declaration are those of Blaine County, Idaho):
- i. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS, recorded on September 2, 2004, as Instrument No. 509346 ("Original Declaration").
 - ii. FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS, recorded on October 12, 2004, as Instrument No. 511165 ("Original Declaration").
 - iii. SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS, recorded on September 7, 2005, as Instrument No. 525636.
 - iv. THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS, recorded on December 20, 2005, as Instrument No. 530193.

- v. FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS, recorded on February 7, 2006, as Instrument No. 531888.
- vi. FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS, recorded on February 22, 2006, as Instrument No. 532350.
- vii. SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS, recorded on October 17, 2006, as Instrument No. 540814.
- viii. SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS, recorded on November 24, 2014, as Instrument No. 622838.
- ix. EIGHTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS, recorded on December 13, 2017, as Instrument No. 648695.
- x. NINTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS, recorded on November 21, 2018, as Instrument No. 656701.
- xi. TENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS, recorded on April 11, 2019, as Instrument No. 659373.
- xii. SUPPLEMENT TO TENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS, recorded on April 19, 2019, as Instrument No. 659543.
- xiii. Any other covenants, codes, or restrictions, whether recorded or not, that bind the Complex.

B. On January 30, 2025, over 50 (fifty) Members, representing over 50% (fifty percent) of the 99 Condominiums in the Complex and representing Parcel B1 voted in favor of this Declaration at a duly noticed meeting of the Members. To the extent that Parcel B1 is a Member of the Association, if at all, it is included in the vote above; however, upon this Declaration being recorded, Parcel B1 has no rights or obligations under this Declaration and shall not be a Member.

C. Pursuant to Section 21.4 of the Original Declaration, the Declarant approves this Declaration, by affixing its signature below.

ARTICLE I DEFINITIONS

The following terms and words shall have the meanings specified below, including the plural and conjunctive forms of the terms and words.

- 1.1. "Acts" means one or all of (i) the Idaho Nonprofit Act, (ii) the Idaho Homeowner Association Act, and (iii) the Idaho Condominium Property Act, and any amendments thereto. The Association is a nonprofit corporation, a homeowner association, and governs condominiums and is therefore subject to each of the three Acts listed above.
- 1.2. "Air Conditioner" means the cooling unit servicing a Unit but located in the Common Area.
- 1.3. "Alteration" means any change, addition, or improvement to the Common Area or Limited Common Area, or the windows and doors of any Units.
- 1.4. "Articles" means the Articles of Incorporation for the Association, as filed with the Idaho Secretary of State, including all amendments thereto.
- 1.5. "Assessment" means all dues charged or levied by the Association against the Members, as more thoroughly defined in Article VI, which may be Regular Assessments ("Regular Assessments"), Special Assessments ("Special Assessments"), and/or Specific Assessments ("Specific Assessments").
- 1.6. "Association" means the Copper Ranch Owner's Association, Inc., an Idaho nonprofit corporation, and the management body of the Complex under this Declaration.
- 1.7. "Board" means the Board of Directors of the Association as elected and outlined in the Bylaws.
- 1.8. "Building" means an individual structure, including all appurtenant decks, as numbered on the Plats by Building number. There are a total of twenty-one (21) Buildings.
- 1.9. "Bylaws" means the Association's bylaws, as recorded in the records of Blaine County, concurrent with this Declaration.
- 1.10. "City" means the City of Hailey, Idaho.
- 1.11. "Complex" means all the real property on the Plats, including the Common Area, Limited Common Area, and the Units, but excluding Parcel A5 and Parcel B1. Those condominiums, units, or improvements to be built as part of Phase 6, are expressly not part of the Complex and not governed by this Declaration.
- 1.12. "Common Area" means the entire Complex, less the Limited Common Area, and the Units.

- 1.13. "Common Expenses" means those expenses incurred, or contemplated to be incurred, by the Association under this Declaration.
- 1.14. "Condominium" means an estate in the Complex, as defined in Idaho Code Section 55-101B, consisting of an undivided interest as a tenant-in-common in the Common Area, together with a fee interest in a Unit as shown on the Plats.
- 1.15. "Declaration" means this COMPLETE RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS.
- 1.16. "Declarant" means Lido Equities Group-Idaho LLC, and Idaho limited liability company which is also the Declarant in the Original Declaration.
- 1.17. "Director" means a member of the Board.
- 1.18. "Governing Documents" means (i) this Declaration; (ii) the Articles of Incorporation; (iii) the Bylaws; (iv) the Rules, if any; (v) the Plats and (vi) any valid amendments to any of the above. Any amendments may be made without attaching them to this Declaration.
- 1.19. "Heater" means the heating unit servicing a Unit but located in Common Area.
- 1.20. "Interest in the Common Area" means that portion of interest in the Common Area of each Member which, pursuant to Idaho Code Section 55-1505 shall be calculated by the square footage of the interior floor area of that Member's Condominium in relation to the interior floor area of all Condominiums as a whole. The Interest in the Common Area is listed under the Percentage Interest in Common Area under column of Exhibit A.
- 1.21. "Law" means all applicable City, State of Idaho, and US laws, regulations, or ordinances.
- 1.22. "Limited Common Area" means those portions of the Common Area designated as such on the Plats and/or further defined in this Declaration. Limited Common Area is reserved for the exclusive use of the Member to which the Limited Common Area is designated, to the exclusion of other Members. All decks and patios appurtenant to a Unit are Limited Common Area whether or not so indicated on the Plats.
- 1.23. "Majority of the Members" means over fifty percent (50%) of the votes under the total Number of Votes column of Exhibit A.
- 1.24. "Manager" means a professional managing agent(s) of the Association, or any other persons or entities the Board appoints to facilitate, administer, or manage the Association.
- 1.25. "Member" or "Membership" means the ownership interest in one Condominium. A Condominium has one Member or Membership appurtenant, but a Condominium may have

multiple Owners. As a result, there are 97 (ninety-seven) Members, even though there may be, and probably are, more than 97 (ninety-seven) Owners in the Complex. A Member does not include those having such interest merely as security for the performance of an obligation, such as a mortgagee, trustee, or beneficiary of a deed of trust. The address of record of the Member shall be the address of record of the Condominium in the records of Blaine County, or the address provided by the Member to the Association.

1.26. "Mortgagee" means the lender and includes the beneficiary under a deed of trust or other obligation for any Condominium.

1.27. "Notice and Hearing" means a hearing before the Board, noticed to the affected Member, by US Mail, at least thirty (30) days prior to the hearing, at which hearing the affected Member shall have an opportunity to be heard in person, telephonically, or by video conference.

1.28. "Original Declaration" shall mean the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS, recorded on September 2, 2004, as Instrument No. 509346, including all subsequent amendments thereto, excluding this Declaration.

1.29. "Owner" means an ownership interest in a Condominium. While there is only one Member per Condominium, many Condominiums will likely have at least two Owners. An Owner does not include those having such interest merely as security for the performance of an obligation, such as a Mortgagee, trustee, or beneficiary of a deed of trust.

1.30. "Parcel A5" means the parcel of land defined as PARCEL A5 (FUTURE PHASES) on Plat 540813.

1.31. "Parcel B1" means the parcel of land defined as PARCEL B1 on Plat 555081.

1.32. "Phase 6" means those condominiums to be built on Parcel A5, including Parcel A5.

1.33. "Phase 6 Agreement" means that agreement recorded concurrent with this Declaration as Blaine County Instrument No. 712003.

1.34. "Plats" means the following plat maps:

- a. Copper Ranch in Hailey Phase 1, recorded on September 2, 2004, as Instrument No. 509347 which, without limitation, defines Buildings 1 through 6 and Units 1 through 30.
- b. Copper Ranch in Hailey Phase 2, recorded on August 10, 2005, as Instrument No. 524364 which, without limitation, defines Buildings 7 and 9; and Units 31 through 35 and 41 through 45.

- c. Copper Ranch in Hailey Phase 3, recorded on December 12, 2005, as Instrument No. 529935 which, without limitation, defines Buildings 19 and 20; and Units 85 through 94.
- d. Copper Ranch in Hailey Phase 4, recorded on February 21, 2006, as Instrument No. 532267 which, without limitation, defines Buildings 8, 10, 11, 12, 14, 16, 18, and 29; and Units 36 through 40, 46 through 56, 62 through 64, 70 through 74, 80 through 84, and 133 through 135.
- e. Copper Ranch in Hailey Phase 5, recorded on October 17, 2006, as Instrument No. 540813 which, without limitation, defines Buildings 13, 15, and 28; and Units 57 through 61, 65 through 69, and 128 through 132 ("Plat 540813"). Building 17 was never constructed and will become Common Area, subject to the Phase 6 Agreement.
- f. A Replat of a Portion of Copper Ranch in Hailey Phase 5, recorded on January 22, 2008, as Instrument No. 555081 which delineates Parcel B1. ("Plat 555081"). Parcel B1 is not governed by this Declaration but is subject to the Phase 6 Agreement.

The Plats are intended to provide the three-dimensional locations and boundaries of each Unit; however, to the extent that there are deviations, the boundaries of the Units as built shall govern.

1.35. "Rules" means rules and regulations governing the use and enjoyment of the Complex as adopted by the Board or Association and further defined in this Declaration.

1.36. "Unit" means the separate interest in a Condominium, including the garage, as bounded by the interior surfaces of the perimeter walls, subfloors, ceilings, windows, and doors thereof and the interior surfaces of built-in fireplaces as shown and numbered on the Plats, together with all fixtures and improvements contained therein. Notwithstanding the above, a Unit shall not include bearing walls, columns, floors, roofs, foundations, attic spaces, crawlspaces, or utility infrastructure, except the outlets thereof when located within a Unit. Notwithstanding the foregoing, all doors and windows, including the exterior portions thereof, are part of a Unit.

ARTICLE II THE ASSOCIATION

2.1. Purpose. The Association is a nonprofit corporation formed under the laws of Idaho, specifically the Idaho Nonprofit Corporation Act, as it may be amended, to which all Members belong. The purpose of the Association is to manage the Association and the Complex pursuant to the Governing Documents and the Acts.

2.2. Formation. The Association was formed with the Idaho Secretary of State on December 17, 2002.

2.3. Membership in the Association is solely a function of Condominium ownership in the Complex. No person or entity may be a Member without owning a Condominium and Membership, and all related interests, excepting the obligations in this Declaration to pay for

Assessments and fees not paid to the Association while a Member and/or any other Lawful obligations, end upon the termination of the ownership interest in a Condominium. A Member or an Owner shall not be entitled to sever the Member's/Owner's interest in any Condominium from Membership in the Association or the Member's undivided Interest in the Common Area for any purpose. None of the Member interests in a Condominium or Common Area can be severally sold, conveyed, encumbered, or hypothecated.

2.4. Governing Documents. The Association is governed by the Governing Documents, including this Declaration. Excepting amendments to this Declaration and amendments to the Bylaws, no other Governing Documents will necessarily be recorded in the records of Blaine County. Thus, it is each Member's responsibility to request, and abide by, all Governing Documents, whether recorded or not.

2.5. Board, Association, and Delegation. Unless otherwise restricted or granted to the Members, the Board governs the Association and has the authority and duty to act on the Association's behalf to execute any of the obligations or rights in the Governing Documents. The Board may contract with any third party, independent contractor, agents, the Manager, and hire employees, to perform all the Association's obligations and/or the Board's delegable duties. Any reference to the Association in this Declaration may include the Board, an independent third party, independent contractor, agents, the Manager, or employee acting on the Association's behalf.

2.6. Committees. The Association shall have the right to appoint committees to assist with Association duties. Committees shall have no authority to bind the Association and committee members shall not be compensated unless the committee member being compensated is not an Owner or representative of a Member. Reimbursement of expenses does not constitute compensation.

2.7. Members, Owners, and Invitees. All Owners shall share the privileges of the Members, subject to the Governing Documents. All co-Owners of a Condominium shall be jointly and severally obligated and bound to the obligations of the Member and the Governing Documents. The invitees, licensees, or tenants of any Owner/Member are bound by the Governing Documents in respect to those matters in the Governing Documents that affect behavior, including, without limitation, the Rules, the restrictions in Article IV, and all regulations related to Alterations. In the event that an invitee, licensee, or tenant violates the Governing Documents the Board may take action against the Member, Owner, invitee, licensee, tenant or any of them.

2.8. Legal Description of a Condominium. The legal description of a Condominium shall include the plat under which the unit was platted, the building number, and unit number. There are likely many deeds that have varying language and for the purposes of Membership, the Association will accept such reasonable and lawful differences in the deeds, at the sole discretion of the Board.

2.9. Voting. Each Member's vote shall be equivalent to the Member's Interest in the Common Area, times 100,000 (one-hundred thousand) as indicated on the Number of Votes column of Exhibit A. Member votes may not be cast on a fractional basis. If the joint Owners of

a Condominium are unable to agree among themselves as to how their voting rights shall be cast, they shall forfeit the vote on the matter in question. If any Owner exercises the voting rights of a particular Member, it will be conclusively presumed for all purposes that the Owner was acting with the authority and consent of the Member. If more than one (1) Owner exercises the voting rights for a particular Member, their votes shall not be counted, unless the votes are identical.

2.10. Member Responsibility. Members shall be responsible to maintain their Units and the Limited Common Area appurtenant to, or in connection with, the Member's individual Condominium, including the Air Conditioner and Heater, in a manner that does not (i) affect Association insurance rates or insurability; (ii) violate the Governing Documents; and/or (iii) cause harm or nuisances to the Complex. Each Member has complete discretion as to the choice of furniture, furnishings and interior decorating; but windows can be covered only by the window coverings approved by the Board and cannot be painted or covered by foil, cardboard, or other similar materials. Each Member shall also be responsible for repair, replacement and cleaning of the windows and glass of the Member's Unit, both exterior and interior, and any plumbing fixtures, water heaters, fans, heating equipment, lighting fixtures, fireplaces, refrigerators, dishwashers, ranges or other appliances that comprise a part of the Unit; however, the Association may clean the exterior of all windows or exterior doors as an Association expense. Water heaters, Heaters, and Air Conditioner maintenance and replacement are the sole responsibility of the individual Member. However, notwithstanding the foregoing, the Association may inspect all Heaters and Air Conditioners as a Common Expense. In addition to the above, all Limited Common Area appurtenant to, or in connection with, the Member's individual Condominium shall be maintained in first class manner, commensurate with other associations in the Wood River Valley, and to any standard that the Board may set including, without limitation, maintenance, repair, and replacement of decks and patios. (including, when applicable to the Limited Common Area, membranes, gutters, and heat tape).

2.11. No Personal Liability. No Association Director, officer, duly-appointed volunteer, or committee member of the Association (collectively, in this section only, "volunteer"), when that volunteer is acting on behalf of the Association, shall be personally liable to any Member, Owner, or third party for any claim of damage, loss or prejudice suffered or claimed by, or to, persons or property on account of any negligent act or omission of the volunteer provided that such volunteer acted (i) without compensation or personal benefit; (ii) in good faith; (iii) without willful or intentional misconduct or fraud; (iv) without engaging in criminal acts or activity; and/or (v) without the use or operation of a motor vehicle during the occurrence which caused the claim, loss, or prejudice. Unless such conduct was the result of those actions listed under (i) through (v) above, the Association shall defend and indemnify each volunteer. Notwithstanding the above, this Section does not apply to the extent that any Association insurance covers the acts of the volunteers.

ARTICLE III POWERS AND DUTIES OF THE ASSOCIATION

The Association shall act as the management body for the Complex and shall have all the powers prescribed under the Governing Documents and the Acts, subject only to the express limitations in the Governing Documents.

In addition to other powers and duties granted to the Association in the Governing Documents, the Association shall have the following obligations:

- 3.1. Governing Documents. To implement, amend, and create the Governing Documents, and, upon approval of the Board, enforce the Governing Documents.
- 3.2. Assessments. To levy and collect Assessments from the Members subject to Article VI of this Declaration.
- 3.3. Property. To hold all property owned by the Association as the trustee for all the Members as tenants in common.
- 3.4. Financial Statements and Tax Returns. To prepare an annual financial statement, including an income statement and balance sheet, and to file annual tax returns with the Internal Revenue Service and State of Idaho Department of Revenue. Financial statements shall be prepared using the accrual method of accounting.
- 3.5. Records. To retain current copies of the Governing Documents, the financial statements and tax returns (referenced immediately above), resolutions of the Board, Member records, written communication distributed to all Members, and Board and Member meeting minutes. Records must be kept and distributed to the Members in accordance with the Bylaws and the Acts.
- 3.6. Board. To elect a Board of Directors.
- 3.7. Transfer Fee. Upon the vote of the Board, to assess a transfer fee upon the sale of a Condominium which shall be a Specific Assessment against that Condominium, provided that the processes as provided in Idaho Code Section 55-3205, as it may be amended, are followed.
- 3.8. Meetings. To hold an annual meeting of the Members.
- 3.9. Third-Party Vendors. To engage the services of any third-party vendor, including the Manager, to execute the duties of the Association.
- 3.10. Maintenance. To maintain, repair, replace, improve, remove, rebuild, install, and modify the Complex, excepting the Units, Air Conditioners, and Heaters, in a first-class condition, in a good state of repair, in accordance with the Governing Documents, and commensurate with other high-end condominium complexes in the City. The Units, Air Conditioners, and Heaters may be inspected, repaired, maintained, and replaced by the Association only when provided for in this Declaration.
- 3.11. Utilities. To acquire, provide, and pay for water, sewer, refuse collection and disposal and other necessary utility services for the Common Area and for the Units when the Unit/Members are not separately billed. Excepting water, sewer, refuse collection and disposal, all utilities used and consumed by individual Units shall be the responsibility of each Member, unless otherwise agreed to by the Majority of the Members.

3.12. Insurance. To obtain and maintain the insurance as further outlined Article VII of this Declaration.

3.13. Rules. To make, establish, and amend Rules and to establish and levy fines, if any, for the violation of the Rules or this Declaration. Any fines shall be a Specific Assessment against the Condominium of the Member in violation of the Rules whether the Member, Owner, invitee, or licensee breached the Rules. The Rules may not contradict the Declaration but may further limit behavior or action of the Members, Owners, and invitees, and, if adopted, the Members agree that any Rules do not expand the provisions of the Governing Documents. Any adoption of Rules or amendment to the Rules may be made by the Board or the Members, if notice is given to all the Members, with the proposed adoptions or changes, at least thirty (30) days prior to the Board or Member Meeting at which they may be adopted; however, the Rules may also be adopted by Member ballot. Any adopted or amended Rules become effective when they are distributed to all Members. Any Rules passed by the Majority of the Members, unless illegal by Law, may not be amended or rescinded by the Board. Notwithstanding the distribution requirements in this Section, it is the responsibility of the Member to obtain and abide by the most recent and current Rules.

3.14. Budget. To prepare a budget for the Association, at least annually, which shall include an estimate of Common Expenses and Assessments. The budget shall include separate line items for, at the minimum, large categories of the Common Expenses and Assessments, broken out into operating and capital reserve Common expenses and Assessments. Subject to the limitations under 3.19, at least thirty (30) days prior to the beginning of each fiscal year, the Board shall distribute the Board approved budget to the Members which shall be ratified by the Members unless disapproved by the members within thirty (30) days after the budget is sent to each Member.

3.15. Compelled Maintenance. At the Board's sole discretion, the Board may compel a Member to maintain its Unit (if the state of the Unit violates the Governing Documents) Limited Common Area, water heater, Heater, or Air Conditioner and, if after Notice and Hearing, the Member refuses to do so, the Board may maintain the Unit, Limited Common Area, water heater, Heater, or Air Conditioner the cost of which shall be a Specific Assessment against the Condominium.

3.16. Bank Accounts. To open and maintain bank accounts necessary to execute the duties contemplated in the Governing Documents.

3.17. Easements. In addition to the other easements granted herein, to grant easements over the Common Area for the purpose of designating such Common Area as Limited Common Area and to grant such easements as may be required for utilities. Unless otherwise expressed in this Declaration, all easements require the approval of the Majority of the Members.

3.18. Remedies. To use, as its discretion, any remedy to enforce the Governing Documents including without limitation, a suit in equity or law, fines, and suspension of the use of Common Area and Limited Common Area. If the Association does not enforce any provisions

of the Governing Documents, a Member shall have the right to do so, only by way of filing an action in court, against the Member in alleged violation of the Governing Documents.

3.19. Limitations on Authority of Board. In addition to other limitations contained in this Declaration and by Law, without the vote of the Majority of the Members, the Board may not:

- a. Increase Regular Assessments equaling more than twenty percent (20%) of the total amount of the previous fiscal year's Regular Assessments.
- b. Levy a Special Assessment equaling more than fifty percent (50%) of the total amount of Regular Assessments for the fiscal year.
- c. Incur a debt or liability that would cause a Regular or Special Assessment to be levied which would violate a. and b., above.
- d. Compensate a Director; however, reimbursement for actual expenses incurred by a Director for the Association does not constitute compensation.

ARTICLE IV GENERAL RESTRICTIONS

4.1. Law. No activities prohibited by Law shall be allowed in the Complex.

4.2. Animals. No more than two (2) animals may be kept in any one Unit. Animals shall not roam free and an animal outside of a Unit shall be leashed at all times. No animal shall be kept on a deck unattended, tied to a deck, or tied to any Building or aspect of Common Area or Limited Common Area. The Board shall have the power to remove any animal from the Complex that the Board finds, in its sole discretion, that such an animal is a nuisance or danger to humans or other animals. The Board may also charge a monthly or other fee, which shall be set out in the Rules, for any animal kept in a Unit.

4.3. Parking and Vehicle Use. Parking is limited at the Complex, subject to the Plats, the Rules, the Phase 6 Agreement, and Exhibit B. In no event shall there be any parking at the Complex in violation of the Law, including City fire code.

- a. Assigned Parking Spaces. In addition to parking a vehicle in the Member's garage, each Member shall have one additional parking space in the Complex. The additional parking spaces of those Members in Unit numbers designated as the Unit number followed by the letters B, D, and E shall be in front of those Units' garages. The additional parking spaces of those Members in Units number followed by the letters A and C shall be the spaces assigned to those Units as indicated on Exhibit B. The Majority of the Members may alter the location of the parking spaces assigned to the A and C Units provided; however, that such alteration is reasonable and that each A and C Unit has one assigned space on the Complex.

- b. Unassigned Parking Spaces. All remaining parking spaces in the Complex shall be used on a first-come, first served basis, subject to the Rules, this Declaration, and the Phase 6 Agreement.
 - c. Area E. An exclusive parking easement, in favor of Parcel A5, exists on and over a portion of Area E. Accordingly, Association Members may only park six (6) vehicles on Area D (which is contained in Area E). Areas D and E are defined and delineated on Exhibit C.
 - d. Area A and B. An exclusive parking easement, in favor of Parcel B1, exists on and over Area A and Area B. Accordingly, Association Members may not park on or over Area A and Area B unless they are patronizing the fitness club. Areas A and B are defined and delineated on Exhibit C.
 - e. Vehicle Use and Parking on other portions of Common Area. Without the express permission of the Board, vehicles shall not be allowed in the Complex except in designated parking lots, streets, ways, lanes, drives, and garages. Parking shall not take place on landscaped or other non-asphalted areas of the Complex.
 - f. Board Authority. Notwithstanding the foregoing, the Board may reassign any outdoor parking space assigned to an individual Unit or otherwise restrict parking if required to do so under the American with Disabilities Act or other Law.
 - g. Rules and Enforcement. The Rules may contain additional parking restrictions, provided the Rules do not violate this Declaration. The Board may, in its sole discretion, tow or boot vehicles in violation of Law, this Declaration, or the Rules, without warning, at the vehicle owner's expense.
- 4.4. Barbeques and Smokers. All outdoor barbeques, smokers, or any other cooking devices that uses a flame or smoke (collectively in this section only, "barbeques") are prohibited from use in the Complex unless the barbeques comply with Law, specifically the City's ordinances, and all requirements of the Association's insurance carrier(s). All barbeques must burn only natural gas or propane and no other gas or materials.
- 4.5. Commercial Activities. No Units shall ever be used or occupied for commercial or business purposes; however, use of a home office in a Unit is permissible provided that such use does not entail, invite, require, or contemplate visitation to the Complex or Unit by, without limitation, clients, customers, partners, associates, employees, staff, or the public.
- 4.6. Noxious Activities. No noxious or offensive activities or any activities or acts which constitute a nuisance shall be permitted in the Complex nor shall any Member engage in any activity which increases the insurance rates of the Association. Any violation of the Governing Documents shall be considered a nuisance.
- 4.7. Trash, Trash Cans, and Recycling Cans. No trash, trash cans, or recycling cans may be kept or stored in the Common Area or Limited Common Area, with the exception of from 5:00

PM prior to the day the trash/recycling is removed from the Complex ("trash day") to 6:00 PM on trash day.

4.8. Signs. No signs, other than those placed by the Association in the Common Area, are permitted in the Complex.

4.9. Satellite Dishes. Except for satellite dishes less than two feet (2') in diameter, no exposed or outside radio, television, or other electronic antennae (collectively, in this section only "dishes") shall permitted to be affixed to the Common Area or Limited Common Area. The installation location of any dishes must be approved by the Board and the Board shall have no obligation to approve the installation unless required to do so by Law.

4.10. Subdividing and Combining Units. No Unit may be further subdivided, and no portion of a Unit may be sold or leased separately from the rest of a Unit. Two or more Units may be combined to create one Unit, subject to the approval of the Board and Law; however, the Member of the combined Units shall pay Assessments for each Unit that was combined into one Unit.

4.11. Mining. No quarrying, tunnelling, digging, excavating, or drilling for any substances within the earth shall be permitted in the Complex.

4.12. Hazards. No activities which are or might be unsafe or hazardous to any person or property, shall be undertaken in the Complex. No firearms, including without limitation BB or pellet guns and bows and arrows, shall be discharged in the Complex. The use and lighting of fireworks of all kinds are prohibited in the Complex.

4.13. Alterations. No Alterations may be made to the Common Area, Limited Common Area, or exterior of any windows or doors, without the approval of the Board including, without limitation, the addition of windows, removal or moving walls in a Unit, and plumbing or electrical changes. All Alterations to a Unit or Limited Common Area require a building permit from the City, if applicable.

ARTICLE V EASEMENTS; LIMITED COMMON AREA

5.1. Easement of Enjoyment. Subject to the restrictions in this Declaration and by Law, every Member shall have a non-exclusive easement for the use and enjoyment of the Common Area and may delegate such use and enjoyment to the Owners or Members' invitees.

5.2. Plats. The Complex shall be subject to any easements recorded or contemplated on the Plats and the Phase 6 Agreement.

5.3. Easements for Encroachments. The Complex, and all portions of it, are subject to easements hereby created for encroachments between Units and the Common Area. Encroachments referred to in this Section include, but are not limited to, encroachments caused

by error or variance from the original plans as shown on the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any part of the Complex. Such encroachments, unless otherwise approved or provided for in this Declaration, shall not be considered to be encumbrance upon any part of the Complex; provided, however, that encroachments created by the intentional act of a Member shall not be deemed to create an easement in the Complex and shall be considered an encroachment upon the Complex. Such encroachment shall be removed at the Members expense, the cost of which shall be a Specific Assessment against the Member.

5.4. Decks and Patios. Decks and patios are Limited Common Are reserved for the exclusive use of the Member whose deck or patio is appurtenant to the Member's Unit. Decks shall be maintained in the manner and style as originally constructed, unless otherwise approved by the Board.

5.5. Utility Easements. There is hereby created a general easement upon, over, and under the Complex for ingress and egress for the installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, internet, and cable. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such utilities to erect, install, and maintain the necessary equipment on the Complex, subject to Law and the conditions of the Board. 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 Members and the Association; any work related to the easement shall be completed as promptly as reasonable possible and shall restore any damage to its original condition as soon as possible. Nothing contained in this Section requires that a Member provide an easement to another Member in a Unit for any encroachment which does not currently exist.

5.6. 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 the Complex.

5.7. Maintenance Easement. An easement is hereby granted to the Association and its designees, upon, over, across, and in the Complex, including the Units and Limited Common Area, as may be necessary to perform the Maintenance duties of the Association, to enforce the provisions of the Governing Documents, or to facilitate the individual needs of a Unit. Any damage to a Unit as a result of this easement shall be repaired by the Association or the Member making use of the easement. Notwithstanding the foregoing, any use of this easement right by a Member shall be first attempted to be facilitated between the affected Members. If the Members are not able to agree, the Board shall then have the exclusive authority to further clarify the easement including, without limitation the timing and use thereof; however, no request for a reasonable easement shall be denied. Easements under this section are for maintenance access only and in no way contemplate a permanent easement in a Unit.

ARTICLE VI ASSESSMENTS AND FUNDS

6.1. Authority. The Association has the authority to assess each Member and shall collect from each Member amounts sufficient to pay any and all current liabilities and any and all liabilities the Association anticipates, including without limitation, for operating expenses and capital reserve expenses. When this Declaration contemplates an Assessment against a Condominium, that Assessment shall be levied against the Member owning that Condominium.

6.2. Banking and Fund Accounting. All Association funds shall be deposited in institutions or banks insured by the Federal Deposit Insurance Corporation ("FDIC") and no one institution or bank shall have funds that exceed FDIC limits by more than ten percent (10%). The Association shall have at least two categories of bank accounts: operating and capital reserve. Operating expenses shall generally encompass those goods and services consumed within a year. Capital expenses shall generally be those expenses that are not operating expenses. In the event that either the operating account or capital account uses or borrows money from the other in the course of any given fiscal year, such amounts must be repaid to the account from which the money was used or borrowed, within the following fiscal year unless otherwise agreed to by a resolution of the Members. In the absence of such a resolution, the funds used or borrowed will be notated on the Association's balance sheet. All funds collected in any given fiscal year but not used in that fiscal year shall automatically be carried forward to future fiscal years for expenses, anticipated or not, unless otherwise agreed to by a resolution of the Members.

6.3. Type of Assessments: There shall be three types of Assessments:

- a. Regular Assessments. Regular Assessments are for anticipated annual operating expenses and anticipated capital expenses (or funding for anticipated capital expenses in the future). On an annual basis the Board shall approve an operating budget and capital budget, including funding for anticipated capital expense beyond the current year, and base the Regular Assessments on those budgets. Subject to the limitations under Section 3.19, all Board-approved budgets, including the amount of the Regular Assessment, shall be sent to the Members and discussed at a meeting duly called to discuss the Board-approved budget. If at that meeting, the Majority of the Members do not disapprove the Board-approved budget, the Regular Assessments of the Board-approved budget are deemed to be approved and ratified by the Members.
- b. Special Assessments. Special Assessments are those Assessments levied by the Board for operational shortfalls, capital projects, or any other liabilities the Board deems advisable. Subject to the limitations under Section 3.19, all Board-approved Special Assessments shall be sent to the Members and discussed at a meeting duly called to discuss the Special Assessment(s). If at that meeting, the Majority of the Members do not disapprove the Board-approved Special Assessment(s), it/they is/are deemed to be approved and ratified by the Members.
- c. Specific Assessments. Specific Assessments shall be those levied against an individual Condominium, including without limitation, fines, fees, interest, or expenses for/related to the violation of the Rules, to cure unauthorized Alterations to the Common Area, for Association insurance deductibles, and for other matters as contemplated in this Declaration, including costs resulting from compelled maintenance. No Specific Assessment will be levied against any Condominium

without Notice and Hearing. Interest for past due accounts and all lien related fees, as specified below, may be levied without Notice and Hearing.

6.4. Proportion of Assessments. Excepting Specific Assessments, all Assessments will be divided by each Condominium in accordance with the Interest in the Common Area.

6.5. Invoices. The Association shall send invoices to all Members on a monthly or quarterly basis by (i) regular US Mail; and/or (ii) email or other electronic means. However, if the Association chooses to use electronic invoicing, any Member may still opt to receive bills by the US Mail, or both, upon the written request to the Association. Invoices are due 30 (thirty) days after being deposited in the US Mail or sent by electronic means.

6.6. Unpaid Assessments. Any Member's Assessment remaining unpaid more than thirty (30) days after the due date shall begin to accrue interest from the due date at the interest rate of twelve percent (12%) per annum, until the Association receives the Assessment(s) and any outstanding interest and other charges, in full. Upon payment of any amounts to the Association, the Association shall credit the Member's account in chronological order, starting with the oldest past due amount including all Assessments, interest, and fees.

6.7. Lien. Any Assessment, including accrued interest and fees the Association incurs to collect the Assessment, shall automatically become a lien upon that Member's Condominium. If any Assessment is more than sixty (60) days past due, the Association may record a notice of Assessment lien against the Condominium stating the amount of the unpaid Assessment or Assessments, the accrued interest and fees the Association has incurred to collect the Assessment or record the lien, through the date of recording the notice. All fees, including attorney and recording fees, to record a lien, will automatically be assessed against the Condominium as a Specific Assessment. The lien continues until the Member has paid in full any and all Assessments, accrued interest and fees, whether incurred prior to or after the recording of the lien. All liens may be foreclosed upon in accordance with Law.

6.8. Liability. All Owners of a Condominium, including the Member, shall be jointly and severally liable for all Assessments, interest, obligations, fees and the other provisions of this Declaration, levied against or in relation to ownership interest in the Condominium. The purchaser of any Condominium shall be jointly and severally liable with the previous Member and Owners which/who owned the Condominium for all past due Assessments, including fees, and interest.

ARTICLE VII INSURANCE

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

insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

- a. Casualty Insurance. The Association shall obtain insurance on the Complex in such amounts as shall provide for full replacement thereof, as originally built, in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which an association managing and insuring similar multiple family residential buildings in the Wood River Valley would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem appropriate to provide insurance protection.
- b. Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Complex.
- c. Workmen's Compensation and Employer's Liability Insurance. If the Association hires employees, the Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance in respect of employees of the Association in the amounts and in the forms now or hereafter required by Law.
- d. Fidelity Insurance. The Association shall purchase, in such amounts and in such forms as it shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.
- e. Deductible. All Association insurance policies contemplated herein are subject to a deductible which the Board, in its sole discretion, may determine. In the event that there is damage to a Unit(s), Limited Common Area, or the Common Area and that damage was the result of an element, person, event, or other which originated in a Member's Unit, then the Member of said Unit shall be responsible to the Association for the cost of all repair and mitigation work related to the damage to that Member's Unit, other Units, or the Common Area, up to the amount of the casualty insurance deductible amount, regardless of whether a claim is filed by the Association or not. All such amounts up to the deductible amount(s) payable by a Member to the Association under this Section shall be a Specific Assessment against the Member.
- f. Other. The Association may obtain insurance against such other risk, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Complex, including any personal property of the Association located thereon.

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

- a. Personal Property Casualty Insurance. The Association may, in its discretion, obtain insurance on the personal property and furnishings initially placed in the Units by the Declarant when originally constructed in such amounts as shall provide for the full replacement thereof in the event damage or destruction casualties against which such insurance is obtained.
- b. Casualty and Public Liability Insurance. The Association may in its discretion obtain casualty and public liability insurance coverage, in the amounts it may select, with respect to the Common Area

7.3. Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Members and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Members and, if applicable, for the Mortgagees under first Mortgages upon the Complex or any portion thereof, such proceeds to be used in accordance with this Declaration.

7.4. Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall determine the amount of the proceeds attributable to damage to the Common Area, and to the various Units. To the extent that reconstruction is required, the proceeds shall be used for such purpose. To the extent that reconstruction is not required and there is a determination that the Complex shall not be rebuilt as provided in this Article, the proceeds shall be distributed in the manner provided in this Declaration in the event of sale of obsolete Units. Each Member and each Mortgagee shall be bound by the apportionment of damage and of the insurance proceeds made by the Association pursuant hereto.

7.5. Liability and Indemnification. Each Member shall be liable to the Association for any damage of any type to the Common Area, Limited Common Area, or any equipment thereon which may be sustained by reason of the negligence of said Member, Owner, or of its/his/her family or any licensee, lessee or invitee, to the extent that any such damage shall not be covered by insurance carried by the Association. Each Member does further, by the acceptance of its deed, agree to indemnify each and every other Member, and to hold the Member harmless from any claim of any person for personal injuries or property damage occurring within the Unit of the Member, unless said injury or damage shall occur by reason of the negligence of any other Member temporarily visiting such Unit.

Any member of the Board, any officer of the Association, nor the Manager shall be personally liable to any Member, or to any other party, for any damage, loss, or prejudice suffered or claimed on account of any act or omission of the Association, the Board, the Manager or any other representatives or employees of the Association, representative or employee, provided that such Board member or the Manager has, upon the basis of such information as may be possessed by the Board member or Manager acted in good faith, except to the extent that such damage, loss, or prejudice is covered by insurance.

7.6. Member's Own Insurance. Nothing herein shall prevent any Member from obtaining insurance at its own expense providing coverage upon its Condominium, its personal property, for its personal liability, or covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under any insurance policies which the Association obtains pursuant to this Article. Insurance coverage on the furnishings initially placed in the Unit by Declarant (unless the Association, pursuant to Section 7.2, elects to insure such furnishings) and casualty and public liability insurance coverage within each individual Unit and for activities of the Members, not acting by the Association (unless the Association, pursuant to Section 7.2 hereof, elects to arrange for such casualty insurance), and insurance coverage on items of personal property placed in the Unit by the Member. Loss from theft on all personal property, shall be the responsibility of the respective Members. All such insurance carried by the Member shall waive the insurance company's right of subrogation against the Association, the other Members, and the agents and guests of any of them, if such waiver can be obtained in the normal practice without additional premium charge therefor.

ARTICLE VIII DESTRUCTION OF IMPROVEMENTS

8.1. Destruction: Proceeds Exceed Eighty-Five Percent (85%) of Reconstruction Costs. If there is a total or partial destruction of the improvements in the Development, and if the available proceeds of the insurance carried pursuant to Article VII are sufficient to cover more than eighty-five percent (85%) of the costs for repair and reconstruction, the improvements shall be promptly rebuilt unless, within ninety (90) days from the date of destruction, Members then holding at least sixty-seven (67%) of the total voting power of the Members entitled to vote, in person or by proxy, at a duly constituted meeting, and all mortgagees, determine that such repair and reconstruction shall not take place and this Declaration shall terminate. If repair and reconstruction is to take place, the Board shall be required to execute, acknowledge and record in the Blaine County Recorder's Office not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the Members to rebuild.

8.2. Destruction: Proceeds Less than Eighty-Five Percent (85%) of Reconstruction Costs. If the proceeds of insurance are less than eighty-five percent (85%) of the costs of repair and reconstruction, repair and reconstruction may nevertheless take place if, within ninety (90) days from the date of destruction, Members then holding at least sixty-seven (67%) of the total voting power of the Members entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall take place. If repair and reconstruction is to take place, the Board shall execute, acknowledge and record in the Blaine County Recorder's Office not later than one hundred twenty (120) days from the date of such destruction a certificate declaring the intention of the Members to rebuild.

8.3. Rebuilding Procedures. If the Members determine to rebuild, pursuant to Sections 1 and 2 above, each Member shall be obligated to contribute its proportionate share of the cost of reconstruction or restoration over and above the available insurance proceeds. The proportionate share of each Member shall be equal to each Member's Interest in the Common in Exhibit A. If

any Member fails or refuses to pay its proportionate share, the Board may levy a Special Assessment against the Condominium of such Member which may be enforced under the lien provisions contained in this Declaration or in any other manner provided in this Declaration. If any Member disputes the amount of its proportionate liability under this Section, such Member may contest the amount of its liability by submitting to the Board, within ten (10) days after notice to the Member of its share of the liability, written objections supported by cost estimates or other information that the Member deems to be material and may request a hearing before the Board at which the Member may be represented by counsel. Following such hearing, the Board shall give written notice of its decision to all Members, including any recommendation that adjustments be made with respect to the liability of any Member. If such adjustments are recommended, the notice shall include a schedule for a special meeting of Members for the purpose of acting upon the Board's recommendation, including making further adjustments, if deemed by the Members to be necessary or appropriate. All adjustments shall be affirmed or modified by the majority of a quorum, in person or by proxy at the Special Meeting. If no adjustments are modified by the Members, the decision of the Board shall be final, and binding on all Members, including any Member filing objections.

8.4. Rebuilding Contract. If the Members determine to rebuild, the Board or its authorized representative shall obtain bids from at least two (2) reputable contractors and shall award the repair and reconstruction work to the lowest responsible bidder. The Board shall have the authority to enter into a written contract with the contractor for such repair and reconstruction, and the insurance proceeds held by the Association shall be disbursed to the contractor according to the terms of the contract. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date.

8.5. Rebuilding Not Authorized. If the Members determine not to rebuild, then, subject to the rights of mortgagees, any insurance proceeds then available for such rebuilding shall be distributed to the Member of each Condominium in proportion to its respective percentage undivided Interest in the Common Area. The Board shall have the duty, within one hundred twenty (120) days from the date of such destruction, to execute, acknowledge and record with the Blaine County Recorder's Office, a certificate declaring the intention of the Members not to rebuild.

8.6. Minor Repair and Reconstruction. The Board shall have the duty to repair and reconstruct improvements, without the consent of Members and irrespective of the amount of available from insurance proceeds, subject to the Assessment limits in this Declaration.

8.7. Board to Represent Members. The Board shall represent the Members in any proceedings, negotiations, settlements or agreements regarding a total or partial destruction of the Development, and any insurance proceeds shall be payable to the Association for the benefit of the Members of affected Units and their mortgagees, and, by acquiring Units subject to this Declaration, each Member appoints the Association as the Member's attorney-in-fact for such purposes. Should the Association not act on the Members' behalf, the affected Members may individually or jointly act on their own behalf.

ARTICLE IX CONDEMNATION

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

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

9.3. Complete Taking. In the event that the entire Complex is taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Members in proportion to the Interest in the Common Area, provided that if a standard different from the value of the Complex as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practical determine the share of the Condemnation Award to which each Member is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practical in the same manner provided in Section 10.3 this Declaration.

9.4. Partial Taking. In the event that less than the entire Complex is taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership hereunder shall not terminate. Each Member shall be entitled to a share of the Condemnation Award to be determined in the following manner:

As soon as practical the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Members as follows: (a) the total amount allocated to taking of or injury to the Common Area shall be apportioned among the Members 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 amount allocated to the taking of or injury to a particular Unit and/or improvements as Members has made within its own Unit shall be apportioned to the particular Unit involved; and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 10.3 of this Declaration.

9.5. Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner(s) thereof automatically shall cease to be a member of the Association. Thereafter the

Association shall reallocate the ownership, voting rights, and Assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Members of the remaining Units for amendment of this Declaration as provided in Article X hereof.

9.6. Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XIII above.

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

ARTICLE X OBSOLESCENCE

10.1. Adoption of a Plan. The Members, representing eighty-five per cent (85%) or more of the Interest in the Common Area may agree at any time, that the Complex is obsolete and adopt a written plan for the renewal and reconstruction, which plan shall have the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Members. Such plans shall be recorded in the records of the County Recorder of Blaine County, Idaho.

10.2. Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Members as Assessments against their respective Condominiums. These Assessments shall be levied in advance pursuant to Article VI hereof and shall be allocated and collected as provided in that Article. Further Assessments may be made in like manner if the amount collected prove insufficient to complete the renewal and reconstruction.

10.3. Sale of Obsolete Units. The Members representing an aggregate ownership interest of sixty-six and two-thirds per cent (66-2/3%) or more of the Interest in the Common Area may agree at any time that the Condominiums are obsolete and that the Complex should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time of such agreement is made. In such instance the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Complex shall be sold by the Association as attorney in fact for all of the Members free and clear of the provisions contained in the Governing Documents. The sale proceeds shall be apportioned among the Members in proportion to their respective Interest in the Common Area, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium. Each such account shall remain in the name of the Association and shall be further identified by the Condominium designation and the name of the Owner(s)/Member. From each separate account the Association, as attorney in fact, shall use and disburse the total amount

of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Member.

10.4. Distribution of Excess. In the event amounts collected pursuant to Section 10.3 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Members by the Association by a distribution to each Member in an amount proportionate to the respective amount collected from each Member.

ARTICLE XI GENERAL

11.1. Non-waiver. The failure of the Association or the Board to enforce any provision(s) of the Governing Documents does not provide a waiver of any subsequent breach or default in the performance of any provisions of the Governing Documents.

11.2. Attorney Fees and Costs. The prevailing party in any litigation to enforce any provision or part of the Governing Documents shall be entitled to reimbursement from the non-prevailing party of all costs and attorney's fees, including without limitation attorney fees incurred on appeal or in bankruptcy court.

11.3. No Partnership. The Governing Documents do not, and are not, intended to create a joint venture or partnership between the Members and/or between the Members and the Association.

11.4. No Third-Party Rights. The Governing Documents do not, and are not, intended to create any rights in those that are not Members of the Association.

11.5. Captions, Headings, and Severability. The captions and headings in this Declaration are for reference and convenience only and do not limit the scope or intent of any portion of this Declaration. Every provision of this Declaration is intended to be severable, which means that if any part of this Declaration is invalid, the remaining portions of this Declaration shall not be invalidated.

11.6. Governing Law and Venue. This Declaration shall be interpreted and construed in accordance with Idaho Law and any action taken in relation to this Declaration shall be in the Fifth Judicial District of the State of Idaho, County of Blaine.

11.7. Amendment. This Declaration may be amended by an instrument in writing signed by the President and Secretary of the Association certifying that such amendment has been approved by the vote or written ballot of at least sixty percent (60%) of the total Number of Votes under the column of the same name of Exhibit A.

11.8. Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and not exclusive.

11.9. Violations as Nuisance. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth, maybe abated or enjoined by any Owner or the Board.

11.10. Gender. Whenever used in this Declaration, the use of any gender shall include all genders.

11.11. No Discrimination. No Owner, Member, or the Association shall execute or cause to be recorded any instrument or pass any Rule which imposes a restriction upon the sale, leasing, or use of the Complex or a Condominium based on any class protected by Law.

(Certificate of Adoption on Next Page)

Certificate of Adoption

I, John Sofro and I, Mackenzie Harbaugh, being first duly sworn upon oath, depose and state:

That John Sofro is the President of the Association.

That Mackenzie is the Secretary of the Association.

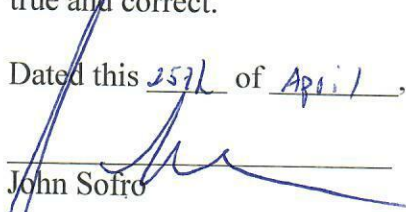
That on January 30, 2025, at the duly noticed Annual Meeting of the Members ("2025 Meeting") over 50 (fifty) Members, representing over 50% (fifty percent) of the Percentage of Interest in the Common Area; and Parcel B1 voted in favor of this Declaration, in person or by proxy.

That the agenda expressly informed the Members that a vote on this Declaration, including amendments made at the 2025 Meeting, would take place at the 2025 Meeting.

Therefore, this Declaration has passed and is in effect when recorded in the records of Blaine County.

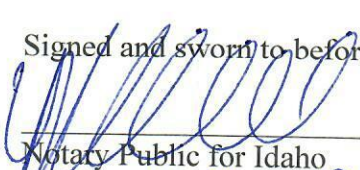
I declare under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.

Dated this 25th of April, 2025


John Sofro

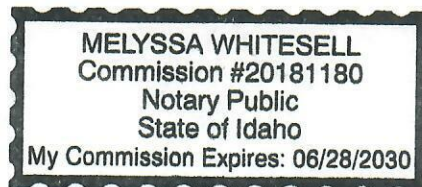
STATE OF IDAHO)
) ss.
County of Blaine)

Signed and sworn to before me on 25th of April, 2025 by John Sofro.


Notary Public for Idaho

Residing: Hailey, ID

Commission Expires: 06/28/2030



(Additional declaration/signature blocks follow.)

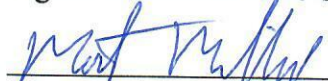
I declare under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.

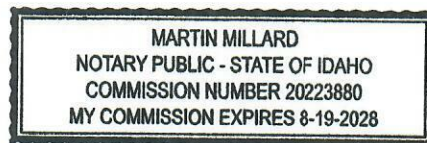
Dated this 25 of April, 2025


Mackenzie Harbaugh

STATE OF IDAHO)
) ss.
County of Blaine)

Signed and sworn to before me on 25 of April, 2025 by Mackenzie Harbaugh.

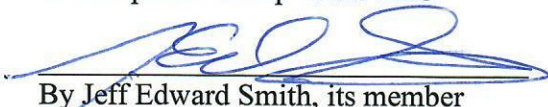

Notary Public for Idaho
Residing: 2461 Wintona Way Jr
Commission Expires: 8/19/2028



(Additional signature blocks follow.)

Approval of the Declarant

Lido Equities Group-Idaho LLC


By Jeff Edward Smith, its member

Date: 4-25-2025

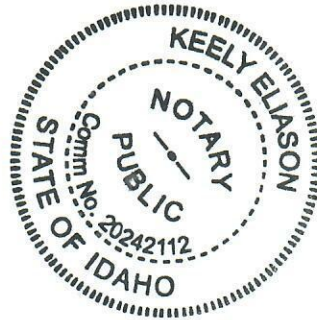
STATE OF IDAHO)
)
County of Blaine) ss.

This record was acknowledged before me on this 25 of April, 2025 by Jeff Edward Smith as a Member of Lido Equities Group-Idaho LLC.

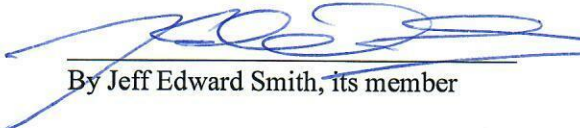

Notary Public for Idaho

Residing: 531 North Main, Ketchum Idaho 83340

Commission Expires: 6/7/20



Approval of Copper Ranch Land, LLC


By Jeff Edward Smith, its member

Date: 4-25-2025

STATE OF IDAHO)
)
County of Blaine) ss.

This record was acknowledged before me on this 25 of April, 2025 by Jeff Edward Smith as a Member of Copper Ranch Land, LLC.


Notary Public for Idaho

Residing: 531 North Main, Ketchum Idaho 83340

Commission Expires: 6/7/20

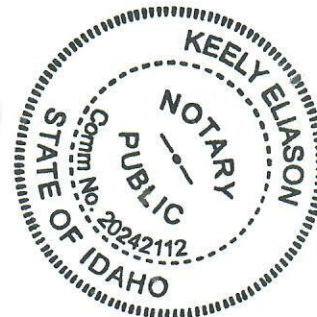


EXHIBIT A

Street/Lane/Way	Address Number	Building Number	Unit Number	Percentage Interest in Common Area	Number of Votes
White Cloud Lane	811 B	1	1	0.01081	1,081
White Cloud Lane	811 A	1	2	0.00946	946
White Cloud Lane	811 D	1	3	0.01124	1,124
White Cloud Lane	811 E	1	4	0.00925	925
White Cloud Lane	811 C	1	5	0.00993	993
White Cloud Lane	821 B	2	6	0.01080	1,080
White Cloud Lane	821 A	2	7	0.00947	947
White Cloud Lane	821 D	2	8	0.01111	1,111
White Cloud Lane	821 E	2	9	0.00929	929
White Cloud Lane	821 C	2	10	0.00994	994
White Cloud Lane	921 B	3	11	0.01081	1,081
White Cloud Lane	921 A	3	12	0.01033	1,033
White Cloud Lane	921 D	3	13	0.01175	1,175
White Cloud Lane	921 E	3	14	0.00925	925
White Cloud Lane	921 C	3	15	0.01100	1,100
White Cloud Lane	920 B	4	16	0.01080	1,080
White Cloud Lane	920 A	4	17	0.01036	1,036
White Cloud Lane	920 D	4	18	0.01118	1,118
White Cloud Lane	920 E	4	19	0.00921	921
White Cloud Lane	920 C	4	20	0.01082	1,082
White Cloud Lane	931 B	5	21	0.01080	1,080
White Cloud Lane	931 A	5	22	0.01036	1,036
White Cloud Lane	931 D	5	23	0.01118	1,118
White Cloud Lane	931 E	5	24	0.00941	941
White Cloud Lane	931 C	5	25	0.01082	1,082
White Cloud Lane	930 B	6	26	0.01081	1,081
White Cloud Lane	930 A	6	27	0.01033	1,033
White Cloud Lane	930 D	6	28	0.01124	1,124
White Cloud Lane	930 E	6	29	0.00924	924
White Cloud Lane	930 C	6	30	0.01100	1,100
Copper Ranch Lane	1810 B	7	31	0.01096	1,096
Copper Ranch Lane	1810 A	7	32	0.00950	950
Copper Ranch Lane	1810 D	7	33	0.01128	1,128
Copper Ranch Lane	1810 E	7	34	0.00917	917
Copper Ranch Lane	1810 C	7	35	0.00976	976

Copper Ranch Lane	1820 A	8	36	0.00946	946
Copper Ranch Lane	1820 B	8	37	0.01093	1,093
Copper Ranch Lane	1820 C	8	38	0.00976	976
Copper Ranch Lane	1820 E	8	39	0.00946	946
Copper Ranch Lane	1820 D	8	40	0.01123	1,123
Copper Ranch Lane	1830 B	9	41	0.01096	1,096
Copper Ranch Lane	1830 A	9	42	0.00949	949
Copper Ranch Lane	1830 D	9	43	0.01128	1,128
Copper Ranch Lane	1830 E	9	44	0.00913	913
Copper Ranch Lane	1830 C	9	45	0.00996	996
Copper Ranch Lane	1831 B	10	46	0.01093	1,093
Copper Ranch Lane	1831 D	10	47	0.01124	1,124
Copper Ranch Lane	1831 E	10	48	0.00811	811
Copper Ranch Lane	1840 A	11	49	0.00947	947
Copper Ranch Lane	1840 B	11	50	0.01093	1,093
Copper Ranch Lane	1840 C	11	51	0.00996	996
Copper Ranch Lane	1840 E	11	52	0.00930	930
Copper Ranch Lane	1840 D	11	53	0.01123	1,123
Copper Ranch Lane	1850 B	12	54	0.01093	1,093
Copper Ranch Lane	1850 E	12	55	0.00811	811
Copper Ranch Lane	1850 D	12	56	0.01124	1,124
Copper Ranch Lane	1851 B	13	57	0.01090	1,090
Copper Ranch Lane	1851 A	13	58	0.00948	948
Copper Ranch Lane	1851 D	13	59	0.01122	1,122
Copper Ranch Lane	1851 E	13	60	0.00934	934
Copper Ranch Lane	1851 C	13	61	0.00995	995
Copper Ranch Lane	1910 B	14	62	0.01093	1,093
Copper Ranch Lane	1910 E	14	63	0.00811	811
Copper Ranch Lane	1910 D	14	64	0.01124	1,124
Copper Ranch Lane	1911 A	15	65	0.00948	948
Copper Ranch Lane	1911 B	15	66	0.01093	1,093
Copper Ranch Lane	1911 C	15	67	0.00993	993
Copper Ranch Lane	1911 D	15	68	0.01122	1,122
Copper Ranch Lane	1911 E	15	69	0.00934	934
Copper Ranch Lane	1920 B	16	70	0.01093	1,093
Copper Ranch Lane	1920 A	16	71	0.01033	1,033
Copper Ranch Lane	1920 E	16	72	0.00930	930
Copper Ranch Lane	1920 D	16	73	0.01123	1,123
Copper Ranch Lane	1920 C	16	74	0.01087	1,087
Copper Ranch Lane	1930 A	18	80	0.01033	1,033
Copper Ranch Lane	1930 B	18	81	0.01093	1,093

Copper Ranch Lane	1930 C	18	82	0.01091	1,091
Copper Ranch Lane	1930 E	18	83	0.00946	946
Copper Ranch Lane	1930 D	18	84	0.01123	1,123
Copper Ranch Lane	1931 A	19	85	0.00948	948
Copper Ranch Lane	1931 B	19	86	0.01087	1,087
Copper Ranch Lane	1931 C	19	87	0.00996	996
Copper Ranch Lane	1931 D	19	88	0.01126	1,126
Copper Ranch Lane	1931 E	19	89	0.00930	930
Copper Ranch Lane	1940 B	20	90	0.01087	1,087
Copper Ranch Lane	1940 A	20	91	0.01035	1,035
Copper Ranch Lane	1940 D	20	92	0.01126	1,126
Copper Ranch Lane	1940 E	20	93	0.00931	931
Copper Ranch Lane	1940 C	20	94	0.01105	1,105
Copper Ranch Way	1011 A	28	128	0.01033	1,033
Copper Ranch Way	1011 B	28	129	0.01092	1,092
Copper Ranch Way	1011 C	28	130	0.01084	1,084
Copper Ranch Way	1011 E	28	131	0.00934	934
Copper Ranch Way	1011 D	28	132	0.01122	1,122
Copper Ranch Way	1021 B	29	133	0.01093	1,093
Copper Ranch Way	1021 E	29	134	0.00811	811
Copper Ranch Way	1021 D	29	135	0.01124	1,124

EXHIBIT B

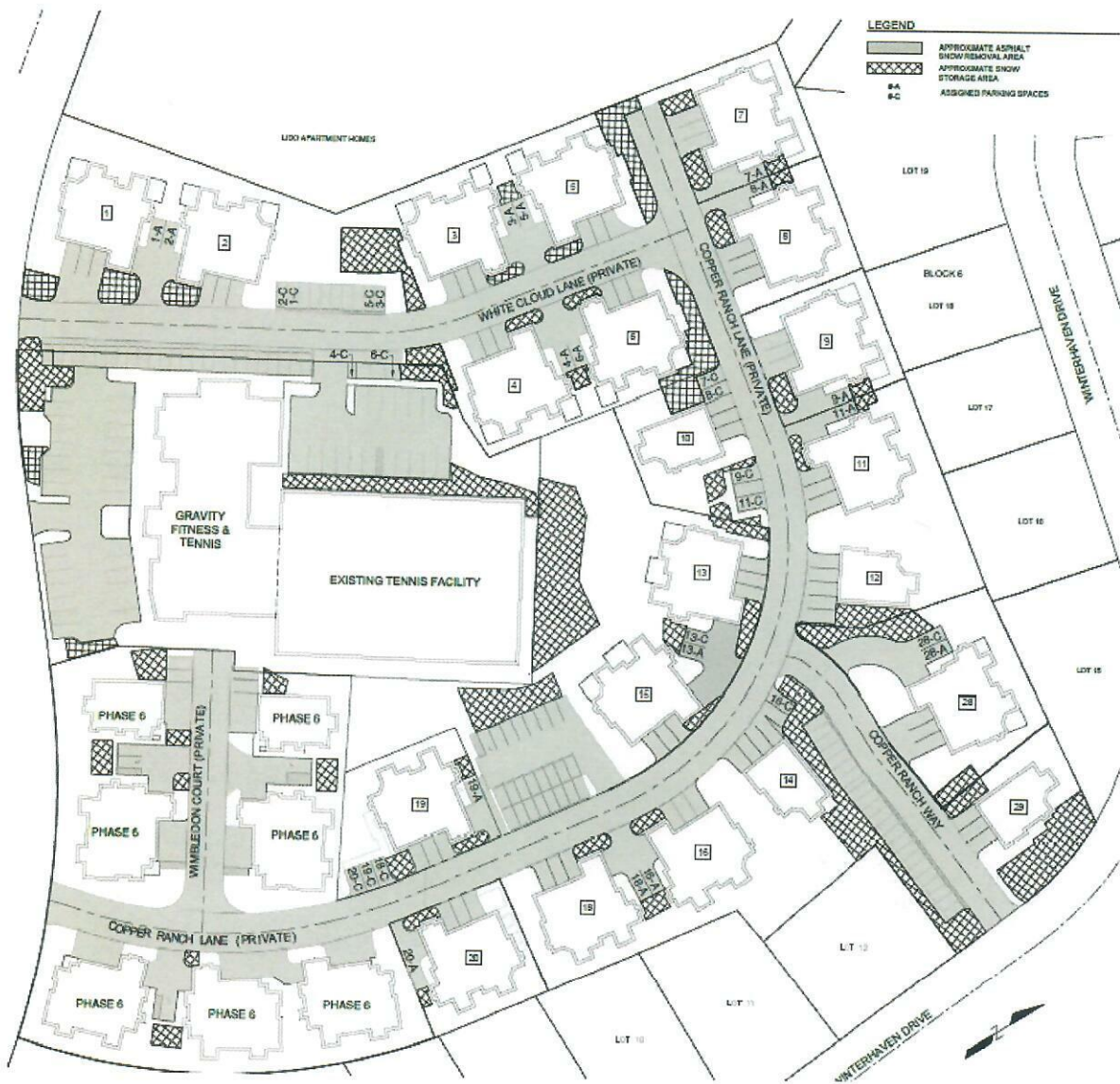


EXHIBIT C

Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING
P.O. Box 733 - 100 Bell Drive
Ketchum, Idaho 83340
(208) 726-9512

DESCRIPTION OF "AREA A"

A parcel of land located within Section 15, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, also being a portion of Copper Ranch in Hailey Phase 1, recorded as Instrument Number 509347, Records of Blaine County, Idaho, more particularly described as follows:

Commencing at the True Point of Beginning of Copper Ranch in Hailey Phase 1, as shown on said Instrument Number, thence proceeding 177.91 feet along an curve to the left with a radius of 560.00 feet, a central angle of 18°12'10", and a chord that bears S 44°08'05" E, 177.16 feet; thence N 37°04'51" E, 11.33 feet to the **True Point of Beginning of this description**;

Thence, N 52°42'00" W, 9.77 feet;

Thence, N 37°18'00" E, 170.25 feet;

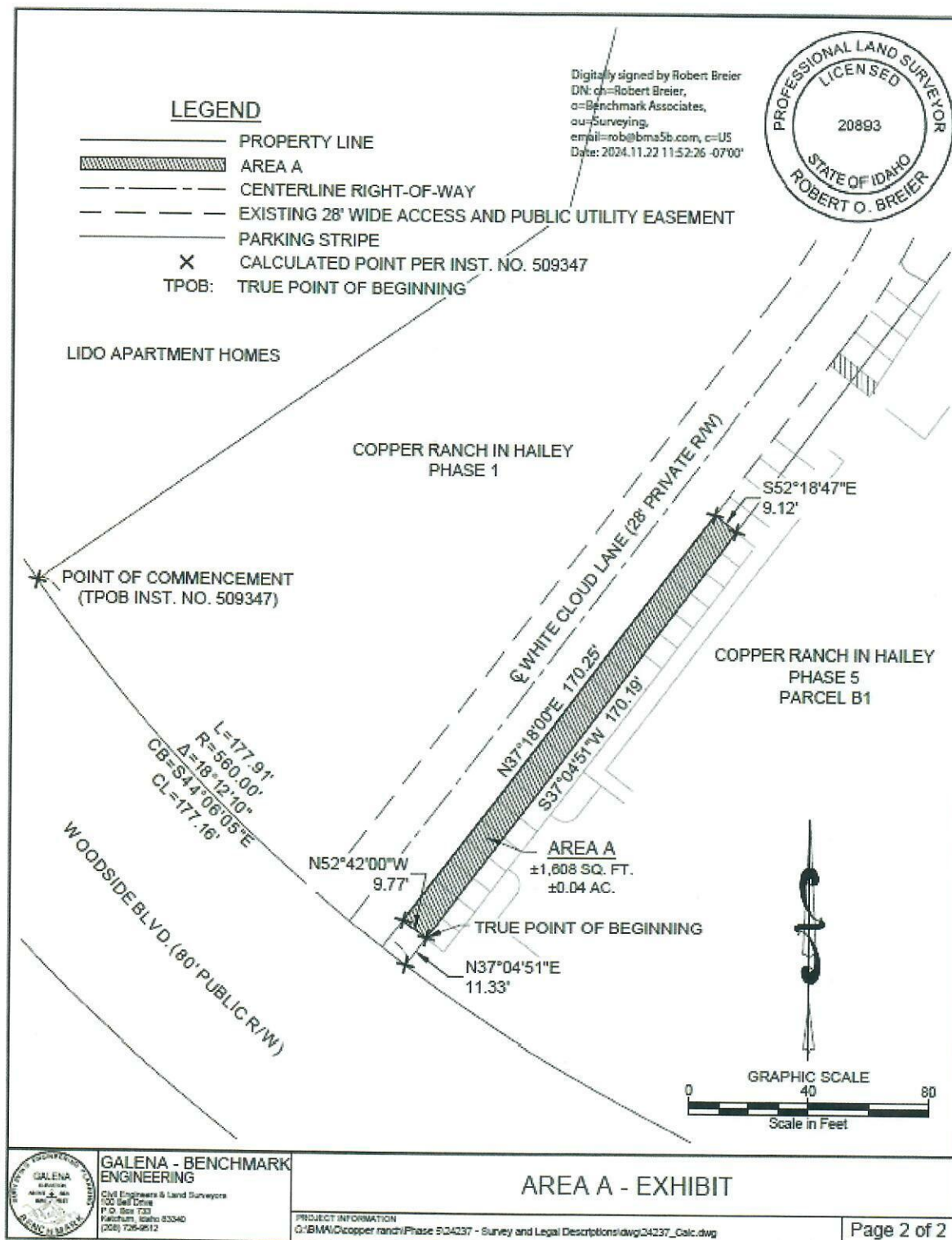
Thence, S 52°18'47" W, 9.12 feet;

Thence, S 37°04'51" W, 170.18 feet to the **True Point of Beginning**.

Described area containing 1,608 Square Feet, 0.04 Acres more or less.

See exhibit map attached hereto and made part of this description.

END OF DESCRIPTION



Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING
P.O. Box 733 - 100 Bell Drive
Ketchum, Idaho 83340
(208) 726-8512

DESCRIPTION OF "AREA B"

A parcel of land located within Section 15, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, also being a portion of Copper Ranch in Hailey Phase 1, recorded as Instrument Number 509347, Records of Blaine County, Idaho, more particularly described as follows:

Commencing at the True Point of Beginning of Copper Ranch in Hailey Phase 1, as shown on said Instrument Number, thence proceeding 177.91 feet along a curve to the left with a radius of 560.00 feet, a central angle of $18^{\circ}12'10''$, and a chord that bears $S\ 44^{\circ}06'05''\ E$, 177.16 feet; thence $S\ 37^{\circ}04'51''\ E$, 222.06 feet to the **True Point of Beginning of this description**;

Thence, $N\ 52^{\circ}42'00''\ W$, 8.97 feet;

Thence, $N\ 37^{\circ}18'00''\ E$, 22.45 feet;

Thence, $S\ 52^{\circ}42'00''\ W$, 8.88 feet;

Thence, $S\ 37^{\circ}04'51''\ W$, 22.25 feet to the **True Point of Beginning**.

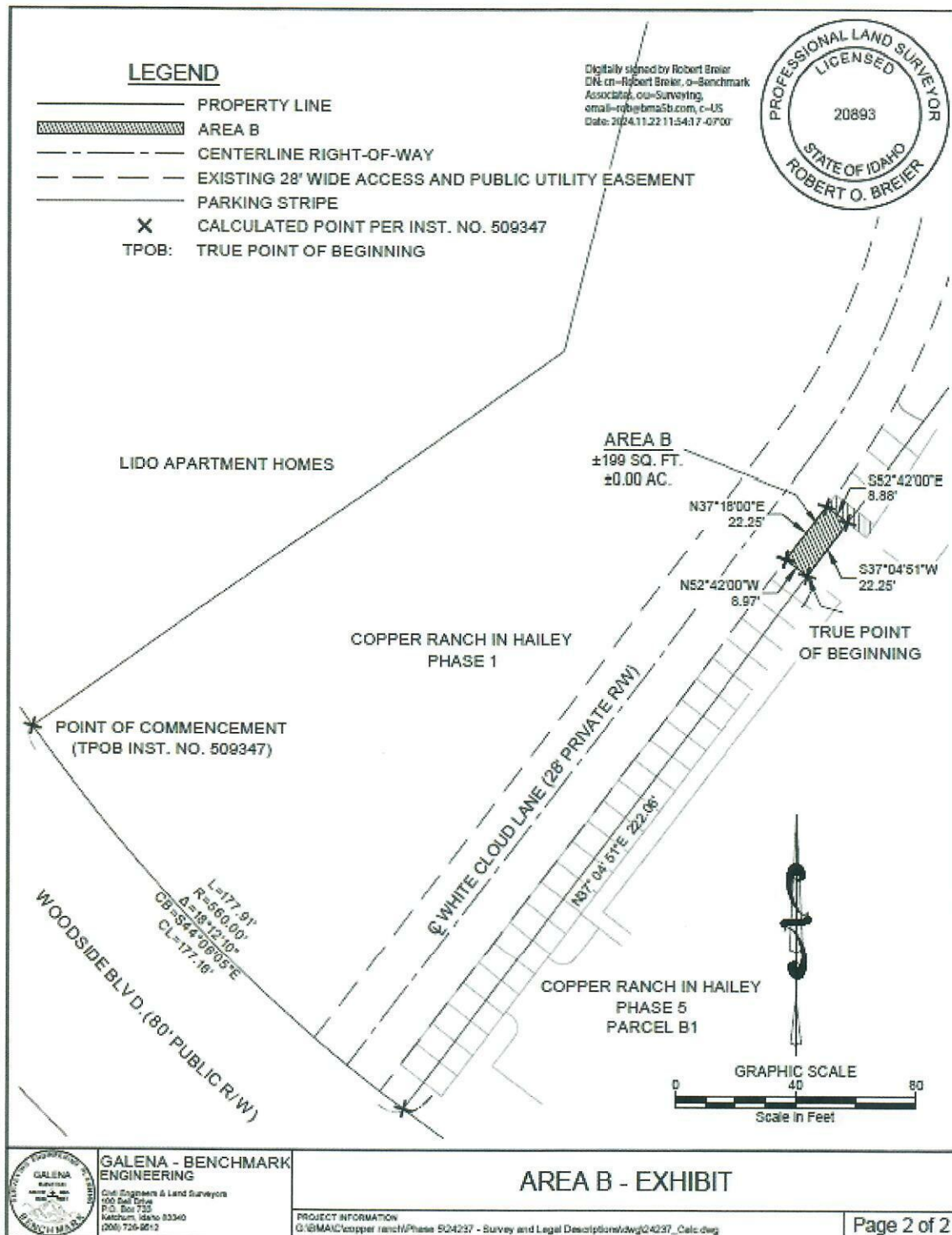
Described area containing 199 Square Feet, 0.005 Acres more or less.

See exhibit map attached hereto and made part of this description.

END OF DESCRIPTION



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email=rob@bma5b.com, c=US
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Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING

P.O. Box 733 - 100 Bell Drive

Ketchum, Idaho 83340

(208) 726-9512

DESCRIPTION OF "AREA D"

A description of 6 to be constructed parking spaces located within Section 15, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, also being a portion of Copper Ranch in Hailey Phase 5, recorded as Instrument Number 540813, Records of Blaine County, Idaho, more particularly described as follows:

Commencing at the TPOB of the Replat of Copper Ranch in Hailey Phase 5, as shown on said Instrument Number, thence proceeding N 71°24'03" W, 73.35 feet; thence; 240.93 feet along a curve to the right with a radius of 197.00 feet, a central angle of 70°04'19", and a chord that bears S 23°02'48" E, 226.19 feet; thence, N 11°59'21" W, 13.85 feet to the **True Point of Beginning of this description**;

Thence, S 11° 59' 21" W, 48.00 feet;

Thence, N 78° 08' 54" W, 18.00 feet;

Thence, N 11° 51' 06" E, 48.00 feet;

Thence, S 78° 08' 54" E, 18.12 feet to the **True Point of Beginning**.

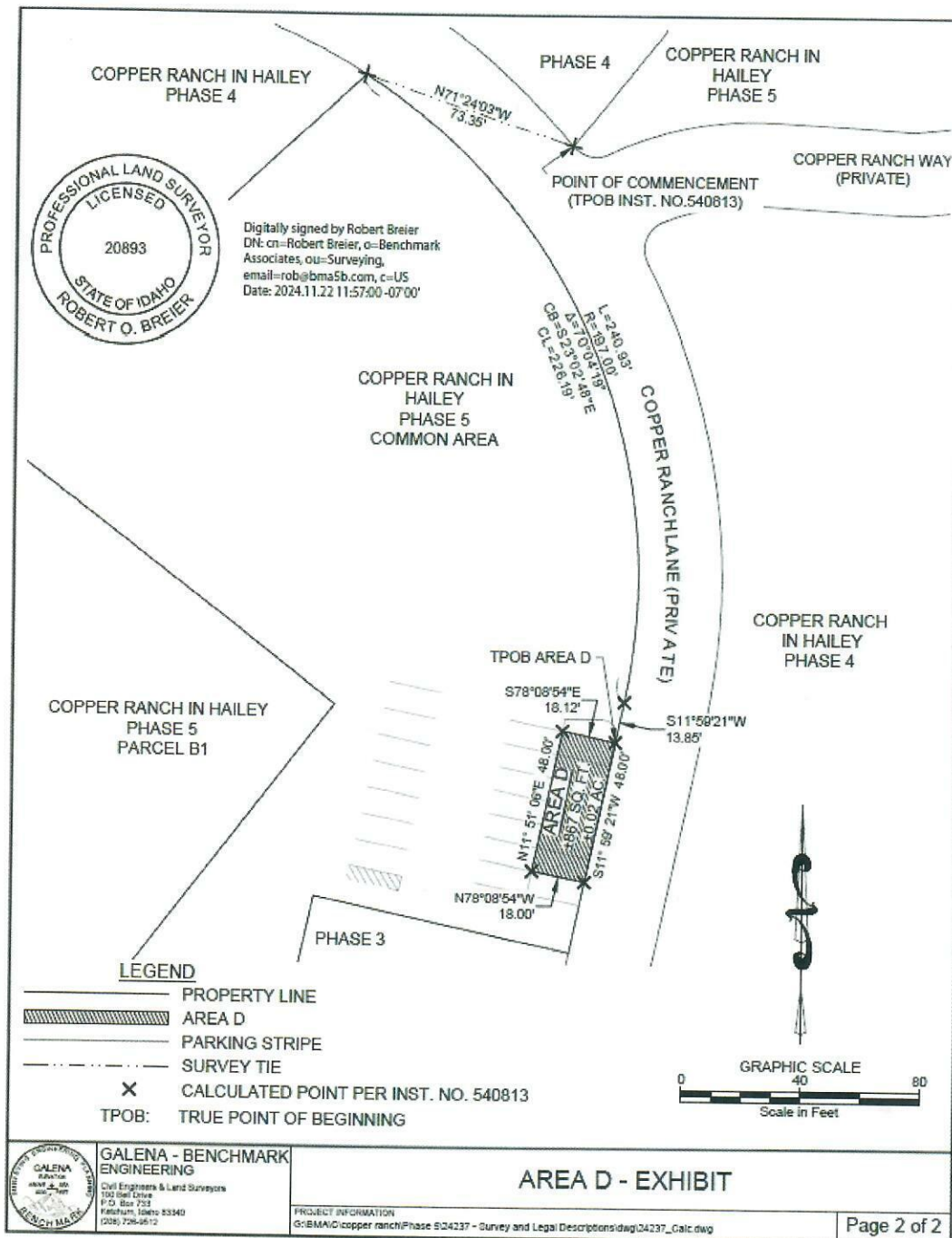
Described area containing 867 Square Feet, 0.02 Acres more or less.

See exhibit map attached hereto and made part of this description.

END OF DESCRIPTION

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Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING

P.O. Box 733 - 100 Bell Drive
Ketchum, Idaho 83340
(208) 726-9512

DESCRIPTION OF "AREA E"

A description of a to be constructed parking lot located within Section 15, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, also being a portion of Copper Ranch in Hailey Phase 5, recorded as Instrument Number 540813, Records of Blaine County, Idaho, more particularly described as follows:

Commencing at the TPOB of the Replat of Copper Ranch in Hailey Phase 5, as shown on said Instrument Number, thence proceeding N 71°24'03" W, 73.35 feet; thence, 222.43 feet along a curve to the right with a radius of 197.00 feet, a central angle of 64°41'29", and a chord that bears S 25°44'13" E, 210.80 feet to the **True Point of Beginning of this description**;

Thence, 18.50 feet along a curve to the right with a central angle of 5° 22' 50", a radius of 197.00 feet, and a chord that bears S 09°17'56" W, 18.49 feet;

Thence, S 11°59'21" W, 77.85 feet;

Thence, N 78°11'17" W, 33.07 feet;

Thence 4.71 along a curve to the left with a central angle of 90° 00' 00", a radius of 3.00 feet, and a chord that bears S 56°48'43" W, 4.24 feet;

Thence, N 78°11'17" W, 23.93 feet;

Thence 4.78 feet along a curve to the left with a central angle of 91° 16' 51", a radius of 3.00 feet, and a chord that bears N 33° 50' 21" W, 4.29 feet;

Thence, N 78°11'17" W, 15.00 feet;

Thence, N 11°51'48" E, 77.00 feet;

Thence, S 78°11'17" E, 7.00 feet;

Thence, N 89°46'24" E, 67.98 feet;

Thence, 7.06 feet along a curve to the left with a central angle of 80° 53' 23", a radius of 5.00 feet, and a chord that bears N 49°19'42" E, 6.49 feet to the **True Point of Beginning**.

Described area containing 6,636 Square Feet, 0.15 Acres more or less.

See exhibit map attached hereto and made part of this description

END OF DESCRIPTION

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Page 1 of 2

