

Microfilm No. **566017**
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At **1:11** O'Clock **P**
ABBIE MACE
FREMONT CO RECORDER
see § 21 - 21 Deputy
Recorded at Request of **Douglas Onatt** (e)

**THIRD AMENDED AND RESTATED
DECLARATION FOR
THE TIMBERS CONDOMINIUMS
AND TIMESHARE AGREEMENT**

RECITALS

A. The Timbers Condominiums was established pursuant to the Declaration for The Timbers Condominiums, recorded in the office of the Fremont County Idaho Recorder on September 26, 1975 as Instrument No. 340868.

B. The foregoing document was amended, supplemented or restated in the following documents recorded with the Fremont County Recorder and assigned the instrument numbers as indicated:

Instrument No. 340870 (September 26, 1975)
Instrument No. 445020 (February 20, 1997)
Instrument No. 460361 (November 5, 1999)
Instrument No. 506980 (November 29, 2006)

C. On April 3, 1979, the Declaration for The Timbers Condominiums - Block 2, was recorded in the office of the Fremont County Recorder as Instrument No. 358856, establishing The Timbers Condominiums -Block 2.

D. The foregoing document was amended, supplemented, or restated in the following documents recorded with the Fremont County Recorder and assigned the instrument numbers as indicated:

Instrument No. 358857 (April 3, 1979)
Instrument No. 445021 (February 20, 1997)
Instrument No. 460362 (November 5, 1999)
Instrument No. 460561 (November 18, 1999)
Instrument No. 506979 (November 29, 2006)

E. The property described in and subject to the foregoing declarations, specifically Blocks 1 and 2 of the Island Park Village Subdivision, as shown on the plat thereof recorded in the office of the Fremont County Recorder on July 12, 1974 as Instrument No. 336242, was formerly owned and part of the Island Park Village Resort.

F. Pursuant to the agreement of the Island Park Village Association, Inc., and the Timbers Condominium Owners' Association, Inc., and by order of the Seventh Judicial District Court of Idaho, Fremont County, dated February 10, 2015, the aforementioned property was severed and separated from the Island Park Village Resort and conveyed to The Timbers Condominium Owners' Association, Inc ("Timbers").

G. In connection with that agreement, severance, and conveyance, a new plat of the Island Park Village subdivision was prepared, approved and recorded in Fremont County on April 29, 2015 as Instrument No. 553029, which plat renames the property formerly identified as Block 1 to Block 1A and the property formerly known as Block 2 to Block 2B.

H. Blocks 1A, 2B and 13 of the Island Park Village Subdivision were conveyed to Timbers via Corrected Corporate Warranty Deed dated October 17, 2016 and recorded in the office of the Fremont County Recorder on October 18, 2016 as Instrument No. 560625.

I. As a result of the severance and conveyance of the Property and in light of the numerous prior declarations affecting the Property, the owners and members of Timbers now desire to condense all prior declarations into this Third Amended and Restated Declaration of the Timbers Condominiums and Timeshare Agreement.

I. DEFINITIONS

Unless the context expressly provides otherwise, the following definitions shall pertain throughout this Declaration and in the interpretation thereof:

1. **Aggregate Interest:** Shall mean the entire number of votes of persons present or available to vote in person or by proxy in a particular circumstance.

2. **Association or Association of Unit Owners:** Means all of the Unit Owners acting as a group and in accordance with duly adopted By-Laws and this Declaration.

3. **Board or Board of Directors:** The Board elected by majority vote of all owners for the management of the interests of the owners in the condominium as provided in the Articles of Incorporation and By-Laws.

4. **Buildings:** Means the building(s), whether currently existing or constructed in the future, containing the condominium units, offices, clubhouse, storage, and/or maintenance shops and any future building constructed within the Project .

5. **By-Laws:** Means the By-Laws promulgated by the Association under this Declaration and the Condominium Property Act.

6. **Common Areas or Elements:** Means both general common areas or elements and limited common areas or elements.

a. **General Common Areas or Elements:** includes all those elements which are for the use of all residents and guests of residents of The Timbers Condominiums. Specifically included are: grounds surrounding the Buildings, roadways, driveways, the land on which the Buildings are situated, paths and walkways, footings, foundations, framework, columns, trusses, supports, floor and other structural components of the building's exterior walls, gutters and vertical roof drains, electrical, gas, telephone,

television, water and sewer lines and connections servicing all of the units, landscaping, plants and other materials and improvements separate from and outside of the Buildings containing the units, and other elements necessary for the safety, maintenance and existence of the condominium in which each Unit Owner shall have his designated Percentile of Interest, as set forth in Exhibit "A", attached hereto.

b. Limited Common Areas or Elements: as used in this declaration mean those common elements which are reserved for the use of fewer than all of the residents and guests of residents of The Timbers Condominiums. Specifically, as to any given Unit Owner or Owners, limited common elements shall mean the following common elements which are located within or affixed to the building containing his Unit in which these elements are located or situated on the condominium real property, and are for the use of a certain condominium owner to the exclusion, limitation or restriction of others to wit:

The land on which the Buildings are situated, footings, foundations, framework, floors, columns, trusses, supports and other structural components of the building, flues, chimneys, ducts, cables, conduits, public utility lines, water, sewer, electrical, gas, cable television lines, hot and cold water pipes, (all such utility pipes and lines are limited common elements where they service only one or two Units; where they service all units, they shall be general common elements), entrances, balconies, patios, porches, furnaces, boilers, hot water tanks, heating ducts, cold air returns, washer and dryer hook-ups, fixtures, furnishings, furniture, and other personal property or other portions of the buildings servicing only a particular unit or less than all of the Units.

7. Common Expenses: means expenses of administration, maintenance repair or replacement of general common elements, expenses agreed upon by the Association of Unit Owners, and expenses declared common by the Idaho Condominium Property Acts.

8. Condominium: means The Timbers Condominium as the same is created by this and any prior Declaration and the By-Laws and submitted to the Idaho Condominium Property Act and the condominium units, general common areas, building and land which constitute the condominium.

9. Declaration: means this document and all parts attached thereto or incorporated by reference.

10. Guest: means any person using a Condominium Unit with the permission of the Owner, including but not limited to family members, invitees, tenants, boarders and the like.

11. Limited Expenses: means the expenses attributable to the maintenance, repair and replacement of limited common elements.

12. Manager or Managing Agent: means the manager, the board of Directors, Management Corporation or any other person or group or group of persons retained or

appointed by the Board, or by the Association of Unit Owners for the purpose of conducting the day-to-day operations of The Timbers Condominiums.

13. Original Deed--A deed from Grantor to an Owner complying with the requirements of Paragraph 1, Article III herein.

14. Original Owner--The grantee named in the Original Deed.

15. Owner: means a person or persons or any legal entity owning a fee simple absolute, or one who is co-owner in any real estate tenancy relationship that is recognized under the laws of the State of Idaho in one or more Units of The Timbers Condominiums.

16. Percentile of Interest: The numerical percentage of ownership interest in and to the common areas of The Timbers for each Unit and/or Timeshare Week, as set forth on Exhibit "A" attached hereto which is calculated by dividing the total square footage of any given Unit by the total square footage of all Units.

17. Period of Use or Periods: The period specified in Original Deed as the period of time during which the Timeshare Owner, his heirs, personal representatives, successors and assigns, shall have the exclusive right to use and occupy the Timeshare Unit. Such period shall be one or more of the Weeks set forth on Exhibit "A" attached hereto and described in the Original Deed.

18. Project: All of the Condominium Units, together with any appurtenances, as well as general or limited common areas in the Timbers Condominiums, Island Park, Fremont County, Idaho.

19. Property: means all the land, buildings, improvements and structures thereon and all easements, rights, and appurtenances belonging thereto, which are herewith submitted to the Condominium Property Act.

20. Residential: shall mean use of a Unit as a single family residence or as a vacation lodging whether the Unit is a Timeshare Unit or not.

21. Subsequent Owner: Any Owner other than an Original Owner or Grantor.

22. Timesharing: means the sale to tenant-in-common owners of a fee simple interest in a Unit in the condominium with the right to possess and use the Unit to the exclusion of the other tenant-in-common owners during his designated interval(s) or other period(s) of time.

23. Timeshare Owner: means that owner of one or more fractional (1/49th), timeshared interests in and to a Unit.

24. Timeshare Unit: Any condominium Unit in the Project which has been made subject to the Timeshare Agreement as set forth herein. The Timeshare Units 1 to 77 are

assigned to the Group A Timeshares and Timeshare Units 115-172 are assigned to the Group B Timeshares.

25. Timeshare Week or Weeks or Interval--The individual, separate periods of time into which the use of a Timeshare Unit has been divided through the filing of an Original Deed and during which the Timeshare Owners of the units in the condominium are allowed the exclusive right to use and occupy the unit in which they have a tenant-in-common ownership; which Timeshare weeks are listed in Exhibit "A" attached hereto with the Percentile of Value allocable to each such week as set forth on Exhibit "A". A purchaser may buy a single Week or any combination of Weeks as specified in his Deed and which shall be his Period or Periods of Use when such Owner may use his Period to the exclusion of all other tenant-in-common owners of the Condominium Unit A "Timeshare Week" runs from Friday at 12:00 P.M. (noon) to the following Friday at 12:00 P.M. (noon) with respect to Group A Timeshares and from Saturday at 12:00 P.M. (noon) to the following Saturday at 12:00 P.M. (noon) with respect to Group B. Timeshares.

26. Unit : The separate condominium units of The Timbers Condominiums and is a parcel of real property including and containing one or more rooms occupying one or more floors or a part or parts thereof, intended for any type of independent use, and with a direct exit to a street or highway or to a common area or areas leading to a street or highway.

27. Wholly Owned Condo or "WOC": Any condominium Unit in the Project which has not been made subject to the Timeshare Agreement as set forth herein.

28. WOC Owner: Any owner of a Wholly Owned Condo.

II. REAL ESTATE

1. Description: The real property which is by this Declaration submitted to the Condominium Property Act of Idaho is described as all of Lot 1A Block 1, Block 2B, and Block 13 and the Highway Property of Island Park Village Subdivision, Fremont County, Idaho according to the Official Plat thereof filed with the office of the Recorder of Fremont County, on July 12, 1974, Document No. 336242, amended on February 12, 1979, as Document No. 358175, and replaced on November 13, 2001 as Document No. 471569, and amended on April 27, 2015, as Document No. 553029.

The condominium units consist of 72 separate condominium units and the possibility of constructing additional buildings for additional condominium units. The provisions of this Declaration, the Articles of Incorporation and the By-Laws shall be construed to be covenants running with the land including every unit and shall be binding upon the unit's owners, their heirs, successors, personal representatives, and assigns for so long as this Condominium Declaration and By-Laws are in effect.

2. Exclusion of Use: Any balcony, patio or deck which is accessible from, associated with or joins a Unit or Units shall, without further reference thereto, be used in connection

with such Unit or Units to the exclusion of the use thereof by the other owners of the limited and general common elements, except by invitation.

3. Condominium Units: Each Unit, together with the appurtenant undivided interest in the common areas of the Condominium shall together comprise one condominium unit, shall be inseparable, and may be conveyed, timeshared into intervals of use, lease, rented, devised or encumbered as a condominium unit as a fee simple interest in a parcel of real property.

4. Encroachments: If any portion of the general common elements or limited common elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of a Unit encroaches upon the general common elements or limited common elements, or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements, the limited common elements, or on the Units for purposes of marketability of title. In the event the building or any portion thereof is destroyed and then rebuilt, the Owners of the Unit or Units agree that minor encroachments of parts of the general common or limited common areas because of such construction shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall exist.

5. Automobile Parking: The common elements include parking areas for automobiles of the Unit Owners. These areas were initially laid out by the developer, Island Park Company and may be changed from time to time by the Association. The right to use one parking space shall be an appurtenance of a Unit Owner or Timeshare Owner.

6. Condominium Buildings: The units comprising the condominium are contained in fifteen (15) buildings, consisting of three (3) to eight (8) units per building.

7. Unit Boundaries: Each Unit shall include the part of the building containing the Unit that lies within the boundaries of the Unit which boundaries are as follows:

(a) The physical boundaries of the Unit are the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, and the Unit includes both the portions of the building so described and the air-space so encompasses. The following are not part of the Unit: bearing walls, columns, floors, roofs, foundations, central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps, and other central services, pipes, ducts, flues, chutes, conduits, wires, and other utility installations, where located, except the outlets thereof when located within the Unit. In interpreting the declaration, plat or plats, and deeds, the existing physical boundaries of the Unit as originally constructed or as reconstructed in lieu thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, or deed, regardless of settling or lateral movement of the building

and regardless of minor variance between boundaries shown in the declaration plat or plats, or deed, and the actual boundaries of Units in the building.

(b) A nonexclusive right of ingress, egress and support through the common areas is appurtenant to each Unit and the common areas are subject to such rights.

(c) The Owners of the respective Units shall be deemed to own the undecorated and/or unfinished surfaces of the walls, floors, and ceilings surrounding his respective Unit. Said Owner shall not be deemed to own pipes, wires, conduits or other public utility lines running through said respective Units which are utilized for, or serve more than one (1) Unit, except as tenants in common with the other Unit Owners as heretofore provided. Said Owner shall be deemed to own the interior walls and partitions which are contained in said Owner's respective Unit, (except where the same are structural or bearing walls, which shall be common areas) and also shall be deemed to own the interior and/or finished surfaces of the interior walls, floors and ceilings, including plaster, paint, carpeting, wallpaper, etc.

(d) Only Wholly Owned Condo Owners shall have the exclusive right to paint, repaint, tile, paper, or otherwise maintain, refinish, and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bound by his own Unit, and the interior thereof, so long as such alteration(s) does not affect the structural integrity of the building in which the Unit is located.

(e) Utilities: An easement shall exist over, across and into the general and limited common areas and the condominium units themselves for maintenance and repair of all utilities for lines, wires, pipes, equipment and any other items necessary for supplying light, heat, water, sewer, power, telephone, wifi, television and other means of communication to the condominium

III. TIMESHARE AGREEMENT

1. Manner of Subjecting Timeshare Units to this Agreement: In order to subject a Timeshare Unit to the provisions of this Agreement, Grantor should have, executed and delivered to an Original Owner a deed conveying an undivided interest in a Timeshare Unit in the Timbers Condominiums at Island Park Village which contains substantially the statement set forth below and which deed is recorded in the real property records of Fremont County, Idaho.

"The Grantor herein conveys an undivided percentile interest in the Condominium Unit described in this deed to the Grantee. The Grantee of the Condominium Unit subject to this deed, by his acceptance of this deed, hereby (a) agrees to take such Condominium Unit subject to the Third Amended and Restated Declaration for the Timbers Condominiums and Timeshare Agreement dated, _____, 20__, recorded in the office of the Fremont County Recorder as document number _____ (the "Declaration"); (b) agrees to perform and to abide by all of the terms and conditions of such Declaration; and (c)

agrees that the Time Share Week(s) (as defined in such Declaration) assigned to the interest conveyed by this deed is (are) Weeks as designated in Exhibit "A" to such Declaration, and which total of Week(s) shall be the Grantee's Period(s) of Use. The Grantee takes such undivided interest in the subject Condominium Unit with the exclusive right to occupy the said Unit and as between other Owners of Interests in the Condominium Unit shall have the right to use and occupy the Unit and the Common Areas and the rights and easements appurtenant to the Unit during the Period of Use or Week(s) herein conveyed as the said Period or Week(s) are defined in the Declaration. The Grantee's exclusive right to occupy the undivided interest in the Unit conveyed by this deed and his right to use the general common elements of the Timbers Condominiums, Island Park Village shall commence as provided in the Declaration.

2. Multiple Weeks: A Timeshare Owner may own an undivided interest in a Condominium Unit with assigned Periods of Use consisting of one or any combination of the Timeshare Weeks. If a Timeshare Owner has an interest in more than one week he may convey or encumber his interest in any one (but not less than one) or any combination of Weeks. Notwithstanding the foregoing, if any Owner owns successive Weeks, he shall be entitled to the exclusive use of such Unit during the Check Out Period between such Weeks, and the Managing Agent shall not (unless requested by such Owner or his Guest) provide maid service during such period.

3. Manner of Conveying: A Timeshare Unit may be conveyed by a Timeshare Owner (other than Grantor) only by a deed which contains substantially the statement required by paragraph 1 of this Article III set forth above, specifying the Period(s) of Use appurtenant to such Timeshare Unit, and any deed purporting to convey an interest in a Timeshare Unit with a Period of Use appurtenant that consists, in whole or in part, of less than a full Timeshare Week shall be null and void and of no force and effect. Each Owner or Timeshare Owner conveying a Unit shall give prompt written notice of such conveyance to the Managing Agent.

4. Permitted Uses: (a) Each Timeshare Unit shall be used only for residential purposes; the purposes allowed by the Declaration and By-Laws heretofore recorded in the real property records of Fremont County, Idaho. Each Timeshare Owner shall comply with the provisions of the Declaration, By-Laws and any amendments thereto; (b) During this Period of Use each Timeshare Owner shall keep his Timeshare Unit in as good order and condition as when he acquired his interest therein, loss by fire, act of God, or ordinary wear and tear expected. No Timeshare Owner shall make or authorize any alterations, additions or improvements to his Timeshare Unit or its furniture or furnishings, except pursuant to paragraph 9; (c) Any Timeshare Owner may lease, rent or loan his Timeshare Unit for the purposes permitted by this Agreement during his Period of Use, but each Owner shall be responsible for any loss, damage or destruction which occurs during any period when the Timeshare Unit is leased, rented or leased by him as if such Timeshare Owner was occupying the Timeshare Unit himself.

5. Failure to Vacate: Absent prior approval from the Managing Agent, and notwithstanding the provisions of Article III, paragraph 20, Check-in shall begin at 4:00

p.m. on the first day of a Timeshare Owner's applicable Timeshare Week and Check-out shall be at or before 9:00 a.m. on the last day of the Timeshare Week. If any Timeshare Owner fails to vacate a Timeshare Unit at the Check-out time or at any later time if his Check Out time is extended by the Managing Agent, or otherwise uses or occupies a Timeshare Unit during a Period of Use assigned to another Timeshare Owner, or prevents another Timeshare Owner from using or occupying a Timeshare Unit during such other Timeshare Owner's Period of Use, the using, occupying or preventing Timeshare Owner (the Defaulting Owner) (a) shall be subject to immediate removal, eviction or ejection from the Timeshare Unit wrongfully occupied; (b) shall be deemed to have waived any notices required by law with respect to any legal proceedings regarding the removal, eviction or ejection of such Timeshare Owner (to the extent that such notices may be waived by law); (c) shall reimburse the Timeshare Owner entitled to use the Timeshare Unit during such wrongful occupancy (or the Managing Agent, as) for all costs and expenses, including but not limited to costs of alternative accommodations, court costs, and reasonable attorney's fees, incurred in connection with removing, evicting or ejecting the Defaulting Owner from such unit; and (d) in the event such failure to vacate is unreasonable, in addition to any other remedies provided for in this paragraph 5, shall pay to the Timeshare Owner entitled to use the Timeshare Unit during such wrongful occupancy, as liquidated damages for the wrongful use of the Timeshare Unit, a sum equal to 200 percent of the fair rental value per day of the Timeshare Unit wrongfully occupied, for each day or portion thereof, including the day of surrender, during which the Defaulting Owner wrongfully occupies the unit. If a Timeshare Owner by his negligence renders a Timeshare Unit uninhabitable by the next Timeshare Owner, the provisions of subparagraph (c) above shall apply and the negligent Timeshare Owner shall be liable to the next Timeshare Owner as if the negligent Timeshare Owner had refused to vacate. For purposes of this paragraph 5, the act of a Guest shall be deemed to be the act of the Timeshare Owner permitting the Guest to occupy the Timeshare Unit.

6. Insurance: In addition to any insurance provided pursuant to other parts of this Declaration: (a) The Managing Agent shall, on behalf of the Timeshare Owners: (i) provide and keep in force for the protection of the Timeshare Owners, and all first lienors, general public liability and property damage insurance against claims for bodily injury or death or property damage occurring in or on such Timeshare Unit, in limits of not less than \$500,000.00 in respect of bodily injury or death to anyone person, and not less than \$1,000,000.00 for bodily injury or death to any number of persons arising' out of one accident or disaster, and in limits of not less than \$20,000.00 for damage to property, and if higher limits shall at any time be customary in the Fremont County, Idaho area to protect against possible tort liability, such higher limits shall be carried, and (ii) insure all furniture, furnishings and other personal property originally supplied or installed in each Timeshare Unit and replacements thereof, against loss or damage by fire, with extended coverage (including insurance against loss or damage by vandalism or malicious mischief), in approximately the amount of the maximum replacement value thereof determined in accordance with paragraph 6(c) below, less reasonable deductibles.

(b) All insurance required to be carried under this paragraph 6 shall be carried in

favor of the Association, the Timeshare Owners from time to time of the Timeshare Unit covered by the Insurance and all first lienors of such Timeshare Units, as their respective interests may appear. Each policy of Insurance shall contain a standard mortgagee clause in favor of each first lienor of the Timeshare Unit which shall provide that the loss, if any, thereunder shall be payable to such first lienor, as its interest may appear, subject, however, to the loss payment provisions hereinafter set forth. All policies of insurance against damage to any personal property shall provide that losses shall be payable to the Association as set forth below in Article VIII. Each insurance policy shall provide that no cancellation thereof may be made by the insurance carrier without having given 30 days prior written notice thereof to the Association as well as all first lienors. Each insurance policy shall also provide that in case of violation of any provision thereof by one or more but less than all of the Timeshare Owners, the coverage of such policy shall be suspended or invalidated only as to the interest of the Timeshare Owner or Owners committing the violation and not as to the interest of other Timeshare Owners. All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance.

(c) The maximum replacement value of the personal property in each Timeshare Unit and without deduction for depreciation shall be determined by the Board of Directors or the Managing Agent prior to obtaining any policy of fire insurance or any renewal thereof.

7. Appointment of Attorney-in-Fact: Each Timeshare Owner by his acceptance of the deed or other conveyance vesting in him an interest in a Timeshare Unit does hereby irrevocably constitute and appoint the Board or Managing Agent acting from time to time with full power of substitution, as his true and lawful attorney in his name, place and stead (a) to deal with for and in the best interests of, each Timeshare Owner upon damage to or destruction of any personal property in his Timeshare Unit, and (b) to enter into all agreements which the Managing Agent is authorized to enter into pursuant to the terms of this Declaration. Each owner stipulates and agrees that the power of attorney executed by this paragraph 7 is coupled with an interest. The action of the Managing Agent in settling any claim for damage to any personal property shall be binding upon each Owner in the absence of fraud or clear mistake.

8. Furniture and Furnishings: Each Timeshare Unit shall be provided with basic furniture and furnishings. The Managing Agent shall be responsible for keeping each Timeshare Unit equipped in an acceptable manner, and shall be authorized to replace or repair any furniture or furnishings which are missing, which become unusable or which become so worn as to require replacement, as may be required by the Managing Agent. Except in cases where any such furniture or furnishings' must be replaced due to the negligence or intentional act of any Timeshare Owner or his Guest (which shall be determined by the Managing Agent in its reasonable judgment), the expenses of replacing such furniture or furnishings shall be a general operating cost of the Timeshare Unit, and each Timeshare Owner thereof shall pay his Personal Property share of such expense. At each Cleaning Period, the Managing Agent shall inspect the Timeshare Unit and shall determine whether there are any items of furniture or furnishings which need to be

replaced or repaired and, if so, whether such replacement or repair is the responsibility of the Timeshare Owner during whose Use Period such replacement or repair becomes necessary, and such loss or damage to such furniture or personal property has been caused by negligent or overt acts of a Timeshare Owner or his guests in which case the costs of replacement or remodeling shall be billed to and paid by such Timeshare Owner. The Managing Agent shall notify any Timeshare Owner promptly if he is to be charged for any items of furniture or furnishings which need to be replaced or repaired. If the expense of replacing or repairing any such furniture or furnishings is to be allocated among all of the Timeshare Owners, the Managing Agent shall report that fact to the Owners' Association.

9. Remodeling and Repairs: (a) Except as otherwise provided herein, no Timeshare Unit, furniture or furnishings shall be altered, remodeled or renovated unless such alteration, remodeling or renovating shall be approved in writing by the Board. Any such approval shall identify the alteration, remodeling or renovation to be conducted.

(b) All repairs to a Timeshare Unit required in order to maintain the Timeshare Unit in the manner required by paragraph 8 above shall be made by the Managing Agent. No Timeshare Owner shall make such repairs.

(c) No Timeshare Owner shall cause any material to be furnished to his Timeshare Unit or any labor to be performed therein or thereon except in the manner set forth in paragraphs 9 (a) and (b) above. Each Timeshare Owner shall identify and hold the other Timeshare Owners of his Timeshare Unit harmless against any loss, damage or claim arising out of his breach of the provisions of this paragraph 9 (c), including but not limited to the costs of removing any unauthorized improvements and repairing and restoring the Timeshare Unit to substantially its condition of prior to such alteration, remodeling, renovation or repair and the cost of removing, bonding, defending or paying any mechanic's service or materialmen's liens.

10. Damage or Destruction: In case of damage or destruction to any of the personal property in a Timeshare Unit, and, unless the Project is not to be rebuilt or repaired, as provided in Article IX below, the Managing Agent shall collect the insurance proceeds payable on account of such personal property damage or destruction (as agent-in-fact for the Timeshare Owners) and shall apply the proceeds of insurance to replace or repair the damaged or destroyed personal property. If any excess funds are required in order to replace or repair such personal property, such excess shall be a common expense of the Timeshare Owners in whose Timeshare Unit the damage or destruction occurred, and shall be billed to the Timeshare Owners of that Timeshare Unit according to their Personal Property Share. If the insurance proceeds exceed the cost of repair or replacement, such excess shall be placed in the Account for the benefit of the Timeshare Owners of the Timeshare Unit in which such damage or destruction occurred.

11. Cessation of Use as a Timeshare Unit: If a Timeshare Unit ceases to be subject to the Declaration of the Project under any provisions of the Declaration, or otherwise, the Managing Agent shall be entitled to receive as attorney-in fact for the Timeshare Owners of all Timeshare Units which are no longer subject to the Declaration, all sums payable to such

Timeshare Owners under the Declaration or otherwise. Such sums shall be collected by the Managing Agent and divided among such owners and paid into separate accounts, on the basis of each Timeshare Owner's interest in the common areas as such interest is determined and set for in Article IV, paragraph 1 and Personal Property share, one for each Timeshare Owner of an undivided fee simple interest in a Timeshare Unit. The funds in each account (without contribution from one account to another) shall be applied by the Managing Agent for the following purposes in the order indicated: (i) For payment of the balance of any lien of any mortgage or deed of trust on the interest of the Timeshare Owner; (ii) for payment of taxes and special assessment liens in favor of all assessing entity with respect to the interest of the Timeshare Owner; (iii) for payment of unpaid general operating costs attributable to the interest of the Timeshare Owner; (iv) for payment of junior liens and encumbrances in the order and to the extent of their priority with the respect to the interest of the Timeshare Owner; (v) the balance remaining, if any, shall be paid to the Timeshare Owner, though provisions of this paragraph shall not be construed as limiting in any way the right of a first lienor (in case the proceeds allocated under (i) shall be insufficient to pay the indebtedness secured by his lien) to assert and enforce the personal liability for such deficiency of the person or persons responsible for payment of such indebtedness.

12. Personal Property Share: Upon receiving a deed to a Timeshare Unit, each Timeshare Owner shall automatically acquire an undivided interest in all furniture and furnishings then located in his Timeshare Unit and used for the operation thereof. Such personal property interest shall be equal to the number of weeks owned by the Timeshare Owner, each such Week shall represent a one-forty-ninth ($1/49$) interest in the Timeshare Unit's personal property to the extent that the Timeshare Owner of a three-week Use Period shall own a three forty-ninth ($3/49$) undivided interest in the furniture and furnishings in such Timeshare Unit and which such interest shall be herein referred to as the "Personal Property share". A transfer of an interest, whether by sale or foreclosure, in a Timeshare Unit shall transfer to the grantee an equivalent ownership of the transferor's beneficial interest in such Personal Property Share without any reference thereto. Each Timeshare Owner may use such furniture and furnishings, only during his Period(s) of Use, without hindering or encroaching upon the lawful rights of the other Timeshare Owners.

13. Removal of Personal Effects: At the end of his Period or successive Periods of Use, each Timeshare Owner and his Guests shall remove from his Timeshare Unit all clothing, food, liquor, luggage and personal effects brought into the Timeshare Unit. Neither the Managing Agent nor any Timeshare Owner or Guest subsequently occupying a Timeshare Unit shall be liable in any manner whatsoever for any personal effects left in a Timeshare Unit by a Timeshare Owner or his Guests. All clothing, luggage and personal effects remaining in any Timeshare Unit at the end of a Period or successive Periods of Use shall be considered to have been abandoned.

14. Pets: No Timeshare Owner shall keep, during his Period(s) of Use, any household pet or other animal, excepting service animals as such are defined under the Americans with Disabilities Act and any associated rules or regulations. The Managing Agent shall have the responsibility of inspecting the Timeshare Unit at the end of each

Period of Use or successive Periods of Use specifically for the purpose of determining any damage done by any such animal and shall have the authority, in its sole discretion, to determine the extent of any such damage and to immediately bill the Timeshare Owner for such sums as will be adequate to restore the Timeshare Unit and the furniture and furnishings to its condition prior to the beginning of that particular Period of Use. Damage to the Timeshare Unit and to the furniture and furnishings by a service animal shall not be classified as ordinary wear and tear. The Timeshare Owners of any such animals hereby agree to pay promptly any such damages as shall be determined by the Managing Agent and each Timeshare Owner shall be responsible for any such damage done by such animals brought into the Timeshare Unit by any Guests.

15. Waiver of Right to Partition: Each Timeshare Owner agrees to waive and hereby waives for the duration of the effective period of this Declaration any and all rights which he may now have or which hereafter may be given to the Timeshare Owner by the laws of the State of Idaho to cause a partition of his Timeshare Unit (or any personal property therein) among the various Timeshare Owners thereof.

16. Sole Ownership/Release: After the recording of an Original Deed with respect to a Timeshare Unit, if one person or entity becomes the owner of all Periods of Use with respect to such Timeshare Unit, such owner may release such Unit from the provisions of this Timeshare Agreement by recording in the real property records of Fremont County, Idaho an affidavit reciting his ownership of all Periods of Use of a designated Timeshare Unit and his desire to release such unit from the provisions hereof. Upon recording such affidavit, that Timeshare Unit shall automatically be released from the provisions of this Timeshare Agreement.

17. Limitation of Use: No Timeshare Owner shall occupy his Timeshare Unit or exercise any other right of ownership with respect to his Timeshare Unit or the personal property therein other than as set forth in this Declaration. No Timeshare Owner shall use the general common elements of the Timbers Condominiums, Fremont County, Idaho except during his Period of Use or as otherwise directed or authorized by the Board.

18. Separate Mortgages: Each Timeshare Owner shall have the right to mortgage or otherwise encumber his interest in his Timeshare Unit. No Timeshare Owner shall have the right to mortgage or otherwise encumber in any manner whatsoever the interest of any other Timeshare Owner in such Timeshare Unit. Any mortgage, deed of trust, or other encumbrance of any interest in a Timeshare Unit shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any subsequent Timeshare Owner whose title is derived through foreclosures by private power of sale, judicial foreclosure or otherwise.

19. Successors: Each Timeshare Owner (including Grantor) shall be fully discharged and relieved of liability on the covenants of this Declaration insofar as the same relate to his interest in a Timeshare Unit upon ceasing to own any interest therein and paying all sums and performing all obligation in respect of such interest to the time his ownership interest is terminated.

20. Calendar: "Year" as referred to in this document commences on the first Friday after each January 3rd at 12:00 o'clock P.M. (noon) and ends 12 months later. There are 52 weeks in the normal year. However, every five or six years a 53rd week will appear at the end of the defined calendar period prior to Timeshare Week No. 1 of the new year as defined above. In that instance, the use of the 53rd week will first be offered to the Owner of the 52nd week, provided that Owner pays any rents, fees or costs as determined by the Managing Agent. If the Owner of the 52nd week does not exercise this option, the Association shall have the right to rent that Unit during the 53rd week. The Timeshare Weeks are numbered consecutively, beginning with Week "One" as defined above.

IV. OWNERSHIP

1. Ownership of General Common Elements: Each Unit Owner shall be entitled to the exclusive ownership, use and possession of his Unit. Additionally, each Unit Owner shall have an undivided ownership interest in the General Common Elements determined as follows: Owners of Wholly owned Condos shall have an interest determined by the Percentile of Interest as provided in Exhibit A; Owners of Timeshare Weeks shall have an interest determined by taking the Percentile of Interest provided in Exhibit A for their Unit and then applying the Percentile of Value for the Timeshare Weeks owned, as determined in Exhibit A, to the Percentile of Interest for the Unit.

2. Service of Process: The name of the person to receive service of process for The Timbers Condominiums, until another designation is filed of record shall be, the General Manager, The Timbers Condominiums, 4153 North Big Springs Loop Road, Island Park, Idaho, 83429.

3. Use: The Units and common areas shall be occupied and used as follows and as provided in any rules and regulations as the same may be promulgated and amended by the Board, in its discretion, from time to time:

A. No part of the Property shall be used for other than residential purposes. Nothing contained herein shall prevent an owner of a unit from renting or leasing his unit to third parties for residential purposes.

B. There shall be no obstruction of the common areas nor shall anything be stored in or on the common areas without the prior consent of the Board.

C. Nothing shall be done or kept in any Unit or in the common areas which will increase the rate of insurance on the buildings or contents thereof applicable for residential use. No owner shall permit anything to be done or kept in his Unit or in the common areas which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be in violation of any law. No waste will be permitted in the common areas.

D. Except as provided in paragraph H below, Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior written consent of the Board.

E. No rabbits, livestock, poultry, or other animals of any kind shall be raised, bred or kept in any Unit, except that dogs, cats or other household pets may be kept in the Wholly Owned Condos subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose. No animals or pets of any kind are allowed in timeshared condominiums - service animals excepted.

F. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is noxious, offensive, or a source of annoyance to residents of the Condominium or which interferes with the peaceful possession and proper use of the property by its residents. No immoral, improper, offensive or unlawful use shall be made of the property, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

G. Nothing shall be done in a Unit or in, on or to the common areas which will impair the structural integrity of the building or which would structurally change the building, except as is otherwise provided herein.

H. No industry, business, trade, occupation or profession of any kind - commercial, religious, educational or otherwise - shall be conducted, maintained or permitted on any part of the property without the express written consent of the Board. Nor shall any "for sale" or "for rent" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein. Notwithstanding the foregoing, a WCO Owner or mortgagee or trust indenture beneficiary who may become the owner of any Unit, shall have the right to place a "For Sale" sign on any Unit owned by such WOC Owner, mortgagee or beneficiary. Any "For Sale" sign placed on the property shall conform with the following requirements:

(i) The sign may not exceed 36 inches by 36 inches or 1296 square inches.

(ii) No more than one sign may be placed on the property. Any sign placed on the property other than immediately in front of the Unit being sold must have written permission from the Managing Agent.

I. Nothing shall be altered or constructed in or removed from the common areas except upon the written consent of the Board.

4. Exclusive Ownership: Each Unit Owner shall be entitled to exclusive ownership and possession of their Unit. Such owners may use the general and limited common elements in accordance with the purpose for which they are intended and as they may

otherwise agree between themselves so long as they do not hinder or encroach upon the lawful rights of other Unit Owners.

5. Registration of Mailing Address: Each Unit Owner shall (and any first lienor may) register his mailing address from time to time with the Managing Agent, and except for periodic statements and other routine notices, all other notices or demands intended to be served upon a Unit Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of said owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Managing Agent shall be sent certified mail, postage prepaid, to the address of the Managing Agent, who shall be the entity to receive service of process for and in behalf of the interval owners, at the following address, or as changed by notice given to each Owner in the manner set forth above:

The Timbers Condominium,
PO Box 36
Island Park Village, Idaho - 83429.

V. THE ASSOCIATION

1. There shall be formed an Association of Unit Owners. Membership shall be limited to Owners as defined in this Declaration. It shall be the function of the Association to:

- (a) Adopt By-Laws for the governance of the Association.
- (b) Make provisions for the general management of the Condominium.
- (c) Levy assessments as provided for in this Declaration, the By-Laws, and the Condominium Property Act.
- (d) Adopt and implement a policy for the affairs of the Condominium.
- (e) Enter into contracts to hire personnel for the management of the affairs of the Association and the maintenance and repair of the common areas.

2. Management: The Owners Association may delegate, in whole or part, to a professional management organization or individual such of their managerial duties, responsibilities, functions and powers under this Declaration as are properly delegable. Any such delegation must be by signed written contract. Nothing contained herein shall imply any limitation upon the right of the Owners Association to be self-managed.

3. Membership: An owner of a Unit shall automatically, upon becoming an owner of said Unit, be a member of The Timbers Condominiums Owners' Association, Inc., and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. The membership shall be limited to Owners as defined in this Declaration.

4. Vote: On all matters, unless excluded by this Declaration, to be decided by the Association, each WOC Owner shall have 49 votes and each Timeshare Owner shall have one vote for each Timeshare Week owned. With respect to any Timeshare Weeks owned by the Association ("Inventory Weeks"), the Board shall be entitled to exercise the voting rights appurtenant to such Inventory Weeks on behalf of the Association. In such case, the votes attributable to the Inventory Weeks shall be cast according to the vote of a majority of the Board. An Owner, upon becoming an owner, shall be a member of the Association and remain a member for the period of his unit ownership. Except in the case of the election of Directors and as otherwise provided in the Condominium Property Act, this Declaration, or the By-Laws, a majority of the Aggregate Interest present at any meeting or by proxy shall be sufficient to act on matters brought before the Association. Meetings of the Association shall only be conducted when a Quorum is present, as defined in the Association By-Laws. Directors shall be elected by a plurality of all votes cast. Pursuant to and in accordance with Idaho Code 30-30-514, cumulative voting for directors is allowed.

5. Failure to Comply: Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws of the Association and the rules, regulations, decisions, and resolutions (the "Rules") of the Association adopted pursuant thereto as the same may lawfully be amended from time to time. Failure to comply with any of the Rules may result in imposition of fines by the Board. The Board shall have the power to create a fine schedule and assess such fines as the Board, in its discretion, deems necessary and prudent. In the absence of a fine schedule, the Board shall use its discretion in determining the appropriate fine for any particular violation of the Rules. Prior to assessing any fine, the Board shall give written notice of the violation and the intent to assess a fine to the non-complying Owner at least thirty (30) days prior to any meeting at which the violation and fine are to be addressed. Any such fine assessment shall be approved by majority vote of the Board. Should the non-complying Owner initiate remedial action prior to that meeting, no fine shall be assessed so long as said Owner continues in good faith the remedy the violation in full. The Board may pursue an action to recover said fines as well as for damages or injunctive relief or both, and for reimbursement of all attorneys' fees incurred in connection therewith, which action shall be maintainable by the Managing Agent in the name of the Association, on behalf of the Owner or, in a proper case, by an aggrieved Owner where there has been a failure of the Association to bring such action within a reasonable time. In addition to the foregoing, any Owner found to be in violation of the Rules, including the failure to pay assessments as provided herein, may be declared delinquent and may have their rights hereunder suspended until the delinquency has been resolved.

6. Common Expenses and Profits: Common expenses and common profits, if any, and limited common expenses of the Condominium shall be distributed among, and charged to the Unit Owners according to the formula set forth in Paragraph 7 below. Except as otherwise limited in this Declaration, each Unit Owner and shall have the right to use the common areas for all purposes incident to the use of and occupancy of the respective unit as a residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with the family unit.

7. Levying Assessments: The Association of Unit Owners shall levy assessments upon the Unit Owners in the following manner and for the following reasons:

(a) Assessments shall be made as a part of the regular business of the Association as provided in the By-Laws of the Association or assessments can be made for special purposes at any other regular or special meeting thereof. All assessments shall be fixed by a resolution of the Board of Directors. Notice of the assessment, whether regular or special, the amount thereof and the purpose for which it is made, including an annual budget for expenditures and operation for regular annual assessments, shall be served upon all Unit Owners affected by mailing a copy of the notice to said owners at their address of record.

(b) Assessments shall be made for the repair, insurance, replacement, general maintenance, management and administration of General and Limited Common Areas and Elements. Assessments shall be based on and computed by using the Assessment Factors, as set forth below:

UNIT TYPE	ASSESSMENT FACTORS
Timeshare 1 bedroom	1
Timeshare 2 bedroom	1.05
Wholly Owned Condo	2.4

For purposes of this subsection, the following definitions shall apply:

Adjusted Ownership: The sum of the totals obtained by multiplying the number of owners of each Unit Type described in the above table by the corresponding Assessment Factor.

Baseline Assessment: The assessment amount for an individual owner of a one-bedroom Timeshare Unit. The Baseline Assessment is calculated as follows: Baseline Assessment = (Total Assessment x Baseline Assessment Percentage)/Baseline Factor.

Baseline Assessment Percentage: The percentage obtained by dividing the total number of one bedroom timeshare owners by the Adjusted Ownership.

Baseline Factor: Total number of one bedroom timeshare owners.

Individual Assessment: That portion of the Total Assessment owed by a single Owner. The Individual Assessment is calculated as follows: Individual Assessment = Baseline Assessment x applicable Assessment Factor

Total Assessment: The total amount of the Assessment levied by the Association upon the Owners.

The following example illustrates the application of the assessment calculation described above: In this example, there are 2058 owners of a One Bedroom Timeshare Unit, 1176 owners of a Two Bedroom Timeshare Unit, and 6 owners of a Wholly Owned Condo. Using the Assessment Factors, multiply 2058 by 1; 1176 by 1.05; and 6 by 2.4. This results in the totals of 2058, 1234.8, and 14.4, respectively. The Results are then added, giving an Adjusted Ownership of 3307.2 shown as follows:

	<u>Number</u>	<u>Factor</u>	<u>Result</u>
One Bedroom Timeshare Owners:	2058 x	1	= 2058.0
Two Bedroom Timeshare Owners:	1176 x	1.05	= 1234.8
Wholly Owned Condo Owners:	6 x	2.4	= <u>14.4</u>
Total (Adjusted Ownership)			3307.2

The Baseline Assessment Percentage is then calculated by dividing 2058 by 3307.2, or .62228. Assuming a Total Assessment of \$1,000,000, the Baseline Assessment would be $(\$1,000,000 \times .62228) / 2058$ or \$302.37. The Individual Assessment for the other categories is then calculated by multiplying Baseline Assessment by the respective Assessment Factors in the table above. For a two bedroom timeshare, multiply the Baseline Assessment is $\$302.37 \times 1.05 = \317.49 and a WOC is calculated by multiplying $\$302.37 \times 2.4 = \725.69 . Thus:

$$\begin{aligned}
 2058 \times \$302.37 &= \$622,277.46 \text{ (One Bedroom Assessment)} \\
 1176 \times \$317.49 &= \$373,368.24 \text{ (Two Bedroom Assessment)} \\
 6 \times \$725.69 &= \underline{\$ 4,354.14} \text{ (WOC Assessment)} \\
 &= \$999,999.84 \text{ (Total Assessment)}
 \end{aligned}$$

(c) In a voluntary conveyance of a Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant of conveyance, without prejudice to the Grantee's rights to recover from the Grantor the amounts paid by the Grantee therefore. However, any such Grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of said unpaid assessments against the Grantor due the Association and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth.

8. Payment of Assessments - When due: All assessments shall be due on a date to be set by the Board, at which time assessments are levied by the Association and may be payable in installments at the option of the Board. The amount of the common expenses assessed against each Condominium Unit shall be the personal and individual debt of the owner thereof. No owner may exempt himself from liability for this contribution toward the common expenses and the limited expenses by waiver of the use or enjoyment of any of

the general common areas or limited common areas or by abandonment of his Unit. All assessments which are not paid within thirty (30) days from the date they are due and payable become delinquent. The Board, in its discretion, may provide for a reasonable discount of the Assessment if such Assessment is paid by a certain date. In the event of delinquency in payment of the assessment, the Owner shall be obligated to pay interest at a rate to be determined by the Board on the amount of the assessment from the due date thereof, together with such late charges as provided by the Board or the Manager (subject to review and redetermination by the Board), which shall be 10% of the amount due (not to be less than \$10.00). Suit to recover a money judgment for unpaid common expenses and limited expenses may be maintainable without foreclosing or waiving the lien securing the same. In the event the Association is required to engage legal counsel and/or file suit to collect unpaid Assessments, the Association shall be entitled to an award of attorney's fees and costs associated with such collection action.

VI. AMENDMENT

1. This Declaration may be amended by approval of a majority of the voting interests present, either in person or by proxy, at any regular or special meeting of the Association, so long as notice of such meeting, which shall be sent no less than thirty (30) day prior to the meeting, specifically states that amendment(s) to the Declaration shall be proposed and voted upon at the meeting and so long as the notice contains a summary of the proposed amendment(s) with instructions for how the members may obtain a copy of the actual proposed amendment(s). The Board may make the proposed amendment(s) available online, via email, or in any other manner reasonably accessible to the members. Upon approval by the members, the Association shall be responsible for ensuring the amendment(s) is properly filed in the office of the Fremont County Recorder.

VII. CHANGES. REPAIRS AND LIENS

1. Alterations by Wholly Owned Condo Owners: The interior plan of a Unit may be changed by its owner with the exception of bearing walls which may not be moved. No Unit may be subdivided. No change in the boundaries of Units shall encroach upon the boundaries of the common elements except by amendment to this Declaration. Boundary walls must be equal in quality of design and construction to the existing boundary walls. A change in the boundaries between Units shall be set forth in an amendment of this Declaration. In addition to compliance with the provisions of Article VI, above, such an amendment must further set forth and contain plans to the Units concerned showing the Units after the change in boundaries, which plans shall be by an architect licensed to practice in Idaho, and attached to the amendment as exhibits. Such an amendment shall be signed and acknowledged by the Owners of the Units concerned as well as those Owners with an interest in any common areas affected together with words of conveyance in the amendment conveying interests acquired in the Units or common areas by such change.

The amendment shall be also approved by the Board of Directors of the Association and signed and acknowledged by all lienors and mortgagees of the Units concerned.

2. Maintenance by Wholly Owned Condo Owner: An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment installed in the Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement. An Owner shall also keep the balcony, entrance, patio or deck area appurtenant to his Unit in a clean and sanitary condition. The right of each Owner to repair, alter, and remodel is coupled with the obligation to replace any finishing or other materials removed with similar types or kinds of materials. No act of alteration, repairing or remodeling by any Unit Owner shall impair in any way the structural integrity of the Units of adjoining Owners of the structural integrity of limited common elements or general common elements.

3. Exterior Maintenance by Association: The Association shall take all necessary steps, including, but not limited to, painting, lawn care, roof repairs, cement repairs, snow removal and replacement or repair of all broken or worn parts, to ensure that the buildings do not unnecessarily deteriorate. The Board, or their designated agent, shall annually inspect the buildings and proceed with any necessary maintenance or repairs.

4. Exterior Alterations: No Owner may change, alter or remodel the exterior of his Unit without the prior written approval of the Board.

5. Condition After Repair: Any repairs, alterations, remodeling, or renovation of a Unit shall be done in such manner as to restore or render said unit in at least as good condition after such work as it was immediately before the occurrence requiring the work to be done.

6. Liens for Alterations: Labor performed or materials furnished and incorporated into a Unit with the consent or at the request of the Unit Owner, his agent, his contractor or subcontractor shall be the basis for the filing of a lien against the Units of the Unit Owner consenting to or requesting the same. Each Unit Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit or any other Unit Owner or against the general common elements, or limited common elements for construction performed or for labor, materials, services or other products incorporated into the Owner's unit at such Owner's request.

7. Liens for Assessments: All sums assessed but unpaid for the share of common expenses and limited expenses chargeable to any condominium Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for tax and special assessment liens on the Unit in favor of any assessing authority, and all sums unpaid on a first mortgage or a first trust indenture of record, including all unpaid obligatory sums as

may be provided by such encumbrance. To evidence such a lien, the Manager shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the Owner of the Unit and a description of the condominium Unit. Such notice shall be signed and verified by one of the officers of the Association or by the Manager, or his authorized agent and shall be recorded in the office of the Recorder of Fremont County, State of Idaho. Such lien shall attach from the date of recording of such notice. Such lien may be enforced by the foreclosure of the defaulting Owner's Unit or fractional interest in the Unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such proceedings the Owner shall be required to pay the costs, expenses and attorneys' fees incurred for filing a lien, and in the event of foreclosure proceedings, additional costs, all expenses and reasonable attorneys' fees incurred. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same. In any such proceeding the Owner may be required to pay the costs, expenses and attorney's fees incurred in filing a lien, and in the event of foreclosure proceedings, additional costs, expenses and attorney's fees incurred.

8. Bidding at Foreclosure: The Association shall have the power to bid on the Unit at foreclosure or other legal sale thereof, and to acquire and hold, lease, mortgage, and vote the votes appurtenant to, convey or otherwise deal with the same. Any lienholder holding a lien on a Unit may pay, but shall not be required to pay, any unpaid common expenses or limited expenses payable with respect as to such Unit, and upon such payment such lienholder shall have a lien on said Unit for the amounts paid on the same rank as the lien of his encumbrance without the necessity of having to file a notice or claim of such lien.

9. Liability of Successive Owner: Where a lienholder or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage or trust indenture, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer.

VIII. INSURANCE

1. Purchase: All insurance policies upon the Project shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Idaho.

(a) Named Insured - The name insured shall be the Association individually as agent for the Unit Owners without naming them. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Association and all policies and endorsements thereon shall be deposited with the Association. Unit Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(b) Copies to Mortgagees. One (1) copy of each insurance policy and of all

endorsements thereon shall be furnished by the Association to each mortgagee or a Unit Owner upon request.

2. Coverage: (a) Casualty - All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board, but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs and which coverage shall be increased by the Board as may be necessary to provide that the insurance proceeds will be sufficient to cover replacement, repairs or reconstruction. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and,

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

(3) Errors and Omissions insurance for the Directors and Officers in amounts to be determined by the Board.

(b) The policies shall state whether the following items are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings; inside paint and other inside wall finishing.

(c) Public Liability - In such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to hired automobile and non-owned automobile coverage, and with cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable and as may be required by Federal and State Laws.

3. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, misuse, occupancy, or abandonment of a Unit or its appurtenances or of the common elements by a Unit Owner shall be assessed against that Owner. Not less than ten (10) days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

4. Distribution of Proceeds: Proceeds of insurance policies shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Reconstruction or Repair - If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to the Unit Owners and their mortgagees being payable jointly to them.

(b) Failure to Reconstruct or Repair - If it is determined in the manner herein provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

5. Association as Agent: The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

6. Benefit to Mortgagees: Certain provisions in this paragraph entitled "insurance" are for the benefit of mortgagees of condominium parcels, and all of such provisions are covenants for the benefit of any mortgagee of a Unit and may be endorsed by such mortgagee.

IX. RECONSTRUCTION

1. Repair After Casualty: If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired, shall be determined in the following manner:

(a) Lesser Damage - If a Unit or Units are found by the Board to be tenantable after the casualty, the damaged property shall be repaired, or if not then the property shall be subject to the applicable provisions of the Condominium Property Act.

(b) If a Unit or Units are found, by the Board of Directors to be not tenantable after the casualty, the damaged property will be reconstructed or rebuilt.

(c) In the event the Association elects not to rebuild as herein provided, the insurance proceeds shall be distributed as provided in Article VIII, paragraph 4(b). hereinabove.

2. Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board.

3. Responsibility: The responsibility for reconstruction or repair after casualty shall be the same as for maintenance and repair in the condominium property.

4. Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair for which the Association is responsible, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the ownership of General Common Elements as calculated pursuant to Paragraph 1 of Article IV.

5. Construction Funds: The funds for payment of costs of reconstruction or repair after casualty, which shall consist of proceeds of insurance held by and collected by the Association from assessments against Unit Owners, shall be disbursed in the sound discretion of the Board and according to the contract of reconstruction or repair, which contract must have the approval of the Board and the Unit Owners involved.

(a) Surplus - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be paid to the Association for the use and benefit of the Unit Owners.

X. REMOVAL OR PARTITION OR SUBDIVISION

1. Removal or Partition: The Timbers condominiums may only be removed from condominium ownership, and may only be partitioned or sold, upon compliance with each of the conditions hereof:

(a) The Board must approve the plan of removal, partition, or sale, including the details of how any partition or sale and the distribution of property or funds shall be accomplished.

(b) The plan of removal, partition, or sale must be approved as provided by in the Condominium Property Act. Upon obtaining such approval the Board of the Association shall be empowered to implement and carry out the plan of removal, partition, subdivision, abandonment, termination, or sale.

2. Subdividing: Except as provided herein with respect to timeshares, no Unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred.

XI. REMEDIES

1. Remedies Not Exclusive: All remedies provided for in this Declaration and By-Laws shall not be exclusive of any other remedies which may now be, or after hereafter, available to the parties hereto as provided by law.

XII. SEVERABILITY

1. Invalid Provisions Severed: The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of anyone or more provisions shall not affect the validity or enforceability of any other provision hereof.

XIII. MISCELLANEOUS

1. Easements: Easements are reserved through the condominium property as may be required for utility services, including but not limited to water, sewer, power, gas/propane and telephone, in order to serve the condominium adequately; provided, however, such easements through the property or through a Unit shall be only according to the plans and specifications for the Unit buildings, as set forth in the recorded plat, or as the buildings are constructed, unless approved in writing by the Unit Owner. In addition, every portion of a Unit which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the common areas.

2. Right of Access to Unit: The Association shall have the irrevocable right, to be exercised by the Managing Agent, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the limited common elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to a Unit or another Unit. Damage to the interior or any part of the Unit resulting from maintenance, repair, emergency repair or replacement of any of the general or limited common elements or as a result of an emergency repair within another Unit at the instance of the Association, shall be designated either limited or common expenses by the Association and assessed in accordance with said designation.

3. Notice of Default to First Lienholder: A first lienholder, upon request, will be entitled to written notification from the Association of any default in the performance by an individual Unit Owner of any obligation under the condominium documents which is not cured within sixty (60) days.

4. Examination of Books: First lienholders shall have the right to examine the books and records of the Association and any Manager for the condominium project.

5. NO WARRANTIES: The Association expressly makes no warranties or representations concerning the property, the units, the Declaration, the By-Laws or deeds of conveyance except as specifically set forth therein and no one may rely upon such warrant or representation not so specifically expressed therein. Estimates of common expenses are deemed accurate, but no warranty or guarantee is made or is intended, nor may one be relied upon.

6. Governing Law: The provisions of this Declaration and of the By-Laws shall be governed by the laws of the State of Idaho and liberally construed to effectuate the

purposes of this Declaration and By-Laws and to create a building or buildings subject to and under the provisions of the Condominium Property Act.

7. Covenants Reasonable and Necessary: Each Owner by accepting conveyance of a deed to a condominium unit subject to the provisions of this Agreement agrees that the covenants and other provisions hereof are reasonable in scope and effect, and are essential to the form of ownership in which such condominium unit is to be held.

8. Benefit: Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of the Association and each Unit Owner and the heirs, personal representatives, successors and assigns of each.

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Declaration to be made and adopted according to and under the provisions of the Condominium Property Act 55-1505 et. seq. Idaho Code.

EXECUTED this 28 day of September, 2017.

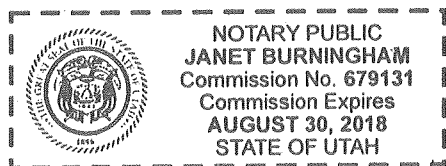
THE OWNERS ASSOCIATION OF THE
TIMBERS CONDOMINIUMS

Mike TenEyck
By: Mike TenEyck
Its: President

STATE OF ~~IDAHO~~ Utah)
: ss.
County of ~~Bannock~~ Salt Lake)

On this 28th day of September, 2017, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Mike TenEyck, President of the OWNERS ASSOCIATION OF TIMBERS CONDOMINIUM, a non-profit corporation, known to me to be the person whose name is subscribed to the within instrument and he acknowledged to me that he executed the same on behalf of the said Corporation as the President of the Timbers Condominium Owner's Association and that he was duly authorized to perform such action.

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



Janet Burningham
Notary Public for the State of Idaho
Residing at
My Commission Expires

EXHIBIT "A"**COMMON AREA PERCENTILE OF INTEREST**

UNIT NO.	UNIT TYPE	INTEREST %
2, 3, 11-18, 46-53, 115-122, 139-154	1 BEDROOM	1.0
24-29, 38-40, 69-77, 164-172	2 BEDROOM	1.9
1, 5,	3 BEDROOM	2.2
4	4 BEDROOM	2.3

TIMESHARE PERCENTILE OF VALUE

WEEK # **	INTEREST %
1-9, 11, 40, 41	1.9
10	2
12	1.6
13, 14	1.4
15, 16, 17 (Group B only), 20 (Group A only)	1.1
21-35	2.6
36-37	2.4
38	2.3
39	2.2
42	1.5
43, 46-47, 50	1.4
44-45, 48-49	1.2
51, 52	3.1

The following units which were part of the original plan for The Timbers were never constructed and have been removed.

UNITS

6-10
19-23
30-37
41-45
54-68
101-114
123-138
155-163
173-222

** Weeks 17, 18, 19 (Group A Timeshares) and 18, 19, 20 (Group B Timeshares) are designated maintenance weeks.