

1659483

1665045

THESE DOCUMENTS ARE BEING RECORDED TO INCLUDE EXHIBIT "A" AND TO CORRECT EXHIBIT D & F AND TO CLARIFY SUBPARAGRAPHS 1.1.7 AND SUBPARAGRAPHS 19.4

STATE OF IDAHO }  
COUNTY OF KOOTENAI } SS  
AT THE REQUEST OF

*David Huffer*  
DEC 14 9 43 AM '00

DANIEL J. ENGLISH *DL*

DEPUTY *165.00*  
FEES

*55 p8e*

DECLARATIONS  
OF  
THE VILLAGE II CONDOMINIUMS

STATE OF IDAHO }  
COUNTY OF KOOTENAI } SS  
FIRST AMERICAN TITLE COMPANY  
AT THE REQUEST OF

FEB 8 2 10 PM '01

DANIEL J. ENGLISH *DL*

*(5699)*  
DEPUTY *168.00*  
FEES

DECEMBER 2000

**1659483**

**1665045**

**SUMMARY OF CONTENTS**

<b>SECTION</b>	<b>TITLE _____</b>	<b><u>PAGE</u></b>
1.	DEFINITIONS 1.1. Words Defined 1.2. Form of Words	
2.	DESCRIPTION OF LAND AND PROJECT 2.1. Unit Boundaries 2.2. Limited Common Areas	
3.	DESCRIPTION OF BUILDINGS AND PROJECT	
4.	PERMITTED USES; MAINTENANCE OF UNITS; CONVEYANCES 4.1. Residential Use 4.2. Exterior Appearance 4.3. Signs 4.4. Offensive Activity 4.5. Parking 4.6. Recreation or Nonoperating Vehicle Parking 4.7. Fencing 4.8. Drainage 4.9. Completion of Improvements 4.10. Maintenance Responsibilities	
5.	SERVICE OF PROCESS	
6.	ASSOCIATION OF UNIT OWNERS 6.1. Form of Association 6.2. Articles and Bylaws 6.3. Qualification for Membership Voting Rights 6.4. Pledged Votes 6.5. Owners Right and Obligation to Maintain and Repair 6.6. Declarant Control Period 6.7. Availability of Project Records Through Association	
7.	NOTICES 7.1. Form and Delivery of Notice 7.2. Notices to Mortgagees	
8.	AUTHORITY AND DECLARATION ENFORCEMENT 8.1. Enforcement of Declaration 8.2. Goods and Services 8.3. Protection of Property	
9.	ARCHITECTURAL CONTROL 9.1. Authority For Architectural Control 9.2. Adoption of Rules and Regulations	

- 10. **1665045**
  - BUDGET AND ASSESSMENT
  - 10.1. Assessments and Budget
  - 10.2. Proceeds Belong to Association
  
- 11.
  - LIEN AND COLLECTION OF ASSESSMENTS
  - 11.1. Lien May Be Foreclosed
  - 11.2. Assessments are Personal Obligations
  - 11.3. Late Charges and Interest on Delinquent Assessments
  - 11.4. Remedies Cumulative
  
- 12.
  - FAILURE TO INSIST ON STRICT PERFORMANCE;  
NO WAIVER
  
- 13.
  - LIMITATION OF LIABILITY
  
- 14.
  - MORTGAGEE'S PROTECTION
  - 14.1. Mortgagee's Protection: General Requirements
  - 14.2. Mortgagee's Obligation as to Assessments
  - 14.3. Mortgagee's Right to Pay Charges
  - 14.4. Mortgagee's Lien Superior to Association's
  - 14.5. Mortgagee's Notice to Lenders
  - 14.6. Mortgagee's Right to Inspect Records
  - 14.7. Mortgagee's Right to be Named on Insurance
  
- 15.
  - SEVERABILITY
  
- 16.
  - EFFECTIVE DATE
  
- 17.
  - ASSIGNMENT BY DECLARANT
  
- 18.
  - ENFORCEMENT
  - 18.1. General Requirements
  - 18.2. Right of Entry
  - 18.3. Enforcing Methods and Parties
  - 18.4. Attorney's Fees
  - 18.5. Notice Requirements
  - 18.6. Remedies Not Exclusive
  - 18.7. Failure to Enforce is No Waiver
  
- 19.
  - BINDING NATURE OF DECLARATION; DURATION,  
MODIFICATION AND REPEAL OF DECLARATION
  - 19.1. Binding Effect of Condominium Documents
  - 19.2. Duration of Declaration
  - 19.3. Declaration Modification or Termination
  - 19.4. Special Right to Amend to the Condominium Documents
  
- 20.
  - DECLARANT'S SPECIAL PROVISIONS
  - 20.1. Limitation of Restriction
  - 20.2. Non-Warranty of Compliance and Enforcement
  - 20.3. Effect of Declarant's Assignment
  - 20.4. Termination of Responsibility
  - 20.5. Release and Indemnification of Declarant

21. **1665045**

**ANNEXATION**

- 21.1. Annexation of Project
- 21.2. General Requirements for Annexation

22.

**EASEMENT**

- 22.1. Completion of Easement Specifically Reserved by Declarant
- 22.2. Declarant's Use for Sales Purposes
- 22.3. Utility and Other Easements
- 22.4. General Easements
- 22.5. Construction and Settlement Easements
- 22.6. Easements to Correct Drainage
- 22.7. Owner's Easements of Enjoyment
- 22.8. Easement for Ingress and Egress Through Common Areas,  
Access to Units and Support
- 22.9. Common Areas Easement in Favor of Unit Owners
- 22.10. Power of Association to Grant Easements

23.

**INSURANCE**

- 23.1. Named Insurance
- 23.2. Acceptable Insurers
- 23.3. Hazard Insurance Required
- 23.4. Public Liability Insurance Required
- 23.5. Notice of Cancellation or Substantial Modification
- 23.6. Cost of Insurance
- 23.7. No Contributions Between Insurers
- 23.8. Fidelity Insurance
- 23.9. Additional Insurance Provisions to be Acquired if Possible
- 23.10. Distribution of Insurance Proceeds
- 23.11. Biannual Review of Insurance

24.

**LEASING**

- 24.1. Restrictions

25.

**CONDEMNATION, DESTRUCTION OR LIQUIDATION OF  
CONDOMINIUM**

26.

**MISCELLANEOUS PROVISIONS**

- 26.1. Failure to Assess
- 26.2. Constructive Notice and Acceptance
- 26.3. Agreement or Conveyances in Violation of Declaration
- 26.4. Captions
- 26.5. Entire Declaration
- 26.6. Interpretation
- 26.7. Conflict of Project Documents
- 26.8. Consistency with Federal Housing Authority  
and Secondary Market Restrictions

**DECLARATION OF  
THE VILLAGE II CONDOMINIUMS**  
Coeur d'Alene, Idaho

S.D. HUFFAKER AIA, INCORPORATED, hereinafter, referred to as the "Declarant" (without regard to singular or plural nature of word), Owner in fee simple of the real estate described in **Exhibit "A, page I"** attached hereto and by this reference incorporated, herein, located in Coeur d'Alene, Idaho, hereby, submits such real estate so described in **Exhibit "A, page 1"**, including all easements, rights and appurtenances, thereunto, belonging and the buildings and improvements erected or to be erected thereon (hereinafter collectively referred to as the "Property") to the provisions of the Idaho Condominium Property Act, I.C. 55-1501 et seq (hereinafter referred to as the "Act"), to be known as "THE VILLAGE II CONDOMINIUMS" (hereinafter sometimes referred to as the "Condominium").

1. **DEFINITIONS.**

1.1. **Words Defined.** For the purposes of this Declaration and any amendments hereto, the following definitions shall apply:

1.1.1. "**Articles**" shall mean the Articles of Incorporation of the Association defined below; copies of which are attached as **Exhibit "B"** and by this reference are incorporated herein.

1.1.2. "**Association**" shall mean the Owners as organized as an Idaho non-profit corporation and as described in the Articles of Incorporation and Bylaws attached as **Exhibit "B"** and **Exhibit "C"** respectively, of this Declaration. Association may also be referred to as the "Corporation".

1.1.3. "**THE VILLAGE II CONDOMINIUMS**" shall mean the property described in **Exhibit "A, page 1"** as subdivided and the Second and Third phase described on **Exhibit "A, page 1"**, if the Second and Third Phase is annexed under this Declaration and any additions thereto.

1.1.4. "**Board**" shall mean the Board of Directors of the Association.

1.1.5. "**Building**" or "**Buildings**" means the physical structures located on the real estate described on **Exhibit "A, page 1"**.

1.1.6. "**Bylaws**" shall mean the Bylaws of the Association, a copy of which is attached as **Exhibit "C"** and by this reference are incorporated herein.

1.1.7. "**Common Area**" shall mean all of the Property, except the Living Unit, *as recorded by the Condominium Plat* or Declaration. The Common Area is held as an undivided interest by the Owners of the Condominium as their interest appears in the Declaration. Common area is maintained and managed by and at the expense of the Association. *Undeveloped land not recorded by Condominium Plat is not included in "Common Area"*.

1.1.8. "**Condominium**" means the Property encumbered by this Declaration as submitted and divided under the Act.

1659483

1665045

1.1.9. "**Condominium Documents**" consist of this Declaration including the Plats, the Bylaws, the Articles, and the Rules and Regulations.

1.1.10. "**Declarant**" shall mean S.D. HUFFAKER AIA, INC., an Idaho Corporation collectively, and its' representatives, successors, and assigns, as each relates to their respective property. For the administration of this Declaration and the Association, the Declarants shall have all voting and administrative rights and shall be considered the Owner for each platted, but undeveloped Unit specified, herein, whether or not platted or developed. Articles or Bylaws shall specify otherwise.

1.1.11. "**Declaration**" shall mean this Declaration of Covenants, Conditions and Restrictions as it may from time to time be amended.

1.1.12. "**Declarant Control Period**" is the period of time in which the Declarants' governing power is supervisor to the nondeclarant Owners, which shall exist from the date of recording to the date when all Declarants Membership (classes D-1 ) are converted to Nondeclarant Membership (classes A) or the third (3rd) anniversary of the recording of this Declaration, whichever shall occur first.

1.1.13. "**Deed**" The type of document used to convey an Owner's interest in both the Unit and Common Area.

1.1.14. "**First Mortgage**" shall mean a recorded real estate security instrument encumbering a Unit including, but not limited to a mortgage, deed of trust, contract or other security instrument on a Unit that has legal priority over all other mortgages thereon.

1.1.15. "**First Mortgagee**" shall mean the holder of a First Mortgage.

1.1.16. "**Horizontal Boundaries**" means the upper and lower boundaries of a Unit.

1.1.17. "**Limited Common Areas**" means those portions of the Common Areas designated in the Declaration or Plat as Limited Common Area. Limited Common Area shall be under the primary control and use of one unit. Limited Common Area shall be maintained by the Association, but at the expense of the Owner of the Unit with primary control over the respective Limited Common Area.

1.1.18. "**Living Unit**" or "**Unit**" shall mean each residence including the attached garage located in the project.

1.1.18.1. 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 airspace so encompassed. The following are not part of the Unit: bearing walls, columns, floors, roofs, foundations, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations wherever located. 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 monor

1659483

1665045

variance between boundaries shown in the Declaration, Plat or Plats, or Deed, and the actual boundaries of Units in the building.

1.1.18.2. There shall be two (2) Living Units in each duplex, three (3) Living Units in each platted triplex portion of the project. The number of Units are determined by the projected numbers specified on the recorded Plat. The projected Units and interest in Common Area is set out in the "Table of Allocated Interest" attached, hereto, as **Exhibit "D"**.

1.1.18.3. The Declarant for each Portion of the Project shall have all Owner rights for each projected Unit membership until the Living Unit is completed and sold. At such time, the new Owner of the Unit shall receive the membership rights at the date of transfer of the Unit.

1.1.19. "**Mortgage**" shall mean a recorded mortgage, deed of trust or other security instrument by which a Unit in THE VILLAGE II CONDOMINIUMS is encumbered.

1.1.20. "**Mortgagee**" shall mean the holder, guarantor, insurer, beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit in THE VILLAGE II CONDOMINIUMS created by a mortgage, deed of trust or other security instrument.

1.1.21. "**Owner**" shall mean the legal owner of a Unit in THE VILLAGE II CONDOMINIUMS. Where a real estate contract for the sale of a Unit has been executed, the contract purchaser, and not the contract seller, shall be deemed to be the Owner for the purposes of this Declaration.

1.1.22. "**Percentage Interest**" means the undivided ownership interest in the Common Areas appurtenant to each Unit as set forth in definition of Living Unit and Table of Allocated Interest, **Exhibit "D"**, as the same may be lawfully amended from time to time.

1.1.23. "**Person**" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

1.1.24. "**Plat**" or "**Plats**" means plans related to the project of the condominium recorded pursuant to the Act whether recorded separately or as a part of this Declaration, as the same may be amended from time to time. A Subdivision Plat ("Subdivision Plat") was recorded prior to this Declaration, which evidences the division of the Property as approved by the City of Coeur d'Alene, State of Idaho. Attached to this Declaration, as **Exhibit "F"** is a Master Plan Map, which sets forth the building sites for each Building. As each group of Buildings of the Project is completed, a Condominium Plat for the particular Building or Buildings shall be recorded that specifies the exact dimensions of the Unit and any Limited Common Area associated with the Unit and other information required by the Act, the Declaration, or desired by the Declarant. The term Plat or Plats shall collectively refer to all three types of maps unless the context of the reference clearly indicates otherwise. When referring to a singular and specific type of Plat, the text will refer to the Subdivision Plat, Master Plan Map, or the Condominium Plat.

1.1.25. "**Project**" means the entirety of THE VILLAGE as master planned by Declarant, approved by government agencies and evidenced in the recording of the Declaration.

1659483

1665045

1.1.26. "**Property**" means the real estate, the land and the buildings and all improvements and structures now and, hereafter, placed on the land described in **Exhibit "A, page 1"** (First Phase). In the event the land described on **Exhibit "A, page 1"** (Second and Third Phase) is annexed, then that land and improvements shall also be included in this definition.

1.1.27. "**Rules and Regulations**" means such rules and regulations as are promulgated by the Board from time to time with respect to various details of the use of all or any portion of the Property, which either supplement or elaborate upon the provisions in the Declaration or the Bylaws.

1.1.28. "**Survey Map and Plans**" shall mean the survey map or Plat and the plans recorded with respect to the Property and any amendments, corrections and addenda, thereto, subsequently recorded. See definition of "Plat" or "Plats".

1.1.29. "**Undivided Interest**" shall be synonymous with "Percentage Interest".

1.1.30. "**Unit**" shall be synonymous with "Living Unit".

1.1.31. "**Vertical Boundaries**" means the side to side boundaries of a Unit, the boundaries opposite to the Horizontal Boundaries.

1.2. Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably. The above definitions shall apply to capitalized words in text, but may also apply to uncapitalized words where context so requires.

2. DESCRIPTION OF LAND. The land restricted and protected by this Declaration shall be all real estate and improvements located in the property described in **Exhibit "A, page 1"** attached, hereto, and any land properly annexed hereunder.

2.1. Unit Boundaries.

2.1.1. The boundaries of each Unit are situated as shown on the Plats and shall consist of:

2.1.1.1. Horizontal Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(i) Upper Boundary: Upper Boundary of the first, second and loft floor Units is the horizontal plane of the bottom surface of the floor joist above each such Unit. The upper boundary of the loft floor Unit is the horizontal plane of the bottom surface of the attic floor joists above each such Unit.

(ii) Lower Boundary: The lower boundary of a first floor Unit is the top surface of the unfinished concrete floor slab below such first floor Unit. The lower boundary of any other Unit is the horizontal plane of the top surface of the floor joists below each such Unit.



1659483

1665045

2.1.1.2. Vertical Boundaries: The vertical boundaries of the Unit are the vertical planes, extended to intersections with each other and with the Unit's upper and lower boundaries, of the inner surface of any walls bounding the Unit, such vertical boundaries shall be the interior surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit.

2.1.2. The Unit shall include the heating, hot water and air conditioning apparatus exclusively serving the Unit whether or not located within the boundaries of the Unit.

2.1.3. Subject to the provisions above, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

2.1.4. Subject to the limited common area provision, any shutters, awnings, window boxes, doorsteps, stoops, porches and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Units boundaries are Limited Common Areas allocated exclusively to that Unit.

## 2.2. Limited Common Areas.

2.2.1. In addition to the Limited Common Area specified above; additional portions of the Common Areas are marked on the Plats as "Limited Common Areas."

2.2.2. The following portions of the Building are, hereby, designated as Limited Common Areas

2.2.2.1. doors leading from Units to balconies, and their related frames, sills and hardware;

2.2.2.2. those Limited Common Areas described elsewhere in this Declaration and as illustrated in the Plats and Plans.

3. **DESCRIPTION OF BUILDINGS AND PROJECT.** This Project is residential in nature and the Buildings and Units shall be set on the Property in compliance with this Declaration, the Master Plan Map, and the Subdivision Plat and in accordance with the requirements of the City of Coeur d'Alene ordinances. Upon the completion of each Building or group of Buildings, a Condominium Plat shall be recorded for the newly completed Building or Buildings. Said Condominium Plat shall specify a legal description of each unit in the Condominium Plat, a description of the Building or Buildings in the Condominium Plat, location in Building of each Unit, Units approximate area, number of rooms in each Unit, any Limited Common Area to which it has access, and any other data for its' proper identification, a plat or survey map of the surface of the ground included within Building, diagrammatic floor plans of the Building or Buildings built in sufficient detail to identify each Unit, its' relative location and approximate dimensions, showing elevations, a certificate consenting to the recordation of such documents pursuant to the Act specifying that the builder of any Building and all subsequent Owners are bound by this Declaration, executed and acknowledged by the record Owner and the holder of any recorded secure interest in such property. The total Units platted by Condominium Plat shall be consistent with the Master Plan Map on **Exhibit "F"**. Declarant shall complete the Project as shown in Master Plan Map in seven (7) years from the date of recording of this Declaration. All voting rights and assessments for the completed and projected Units shall

remain as specified in the Articles and Bylaws. All Owners shall be assessed in accordance with the Bylaws. Interest in Common Area shall be based upon the phases of the Project, see the Table of Allocated Interest, **Exhibit "D"**. All projected Units shall be completed consistent with initial construction and architectural designs of the Project and this Declaration. Uses or changes requiring approval shall be approved by the Board of Directors or its' appointed Architectural Control Committee in accordance with the terms of this Declaration. The Annexation of the Second and Third Phase shall be completed consistent with the requirement of the section contained, herein, and entitled "Annexation".

4. **PERMITTED USE: MAINTENANCE OF UNITS: CONVEYANCES**

4.1. Residential Use. The Buildings and Units are intended for and restricted to residential use and home office only. The residential use shall be on an ownership, rental or lease basis and for social, recreational or other reasonable activities normally incident to such use, and for the purposes of operating the Association and managing the project, including all amenities of the project. Home offices shall be allowed only in accordance with the requirements of the relevant local ordinance. In addition to the foregoing, Declarant may use Units it owns as sales offices and models.

4.2. Exterior Appearance. In order to preserve a uniform exterior appearance of the buildings, the Board shall provide regulations to control the painting or staining of the buildings and prescribe the type and color of paint or stain. No Owner may modify or decorate the exterior of the buildings or screens, doors, awnings or other portions of any Unit visible from outside the Unit without the prior written approval of the Board or in accordance with rules or regulations of the Board. No exterior radio or television antennae may be installed without prior written approval. No clotheslines shall be visible from the street and all trash containers shall be architecturally screened except on the day of pickup. Windows shall be covered by drapes, shades or shutters and shall not be painted or covered with foil, cardboard or similar material.

4.3. Signs. No sign of any kind shall be displayed to the public view on/or from any Unit in the subdivision without the prior consent of the Board; however, display of "For Sale" signs not exceeding three feet (3') by three feet (3') in size shall be allowed when a Unit is being sold. This section shall not apply to Declarant.

4.4. Offensive Activity. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done that may be or become an annoyance or nuisance to other owners, including, but not limited to, the operation of off road vehicles, maintaining farm animals, barking dogs, production of offensive odors, excessive or late night noise. Repair of vehicles shall be accomplished inside Owners garage or in the recreational vehicle storage area.

4.5. Parking. No resident, on-street parking shall be allowed in the project. All quest vehicles shall be parked in driveways or on one side of streets consistent with signs.

4.6. Recreation or Nonoperating Vehicle Parking. All recreational vehicles and nonoperating vehicles including, without limitation, automobiles being restored, automobiles in need of mechanical assistance, off road vehicles, motor homes, boats, campers, camper shells and extra vehicles being parked for longer than 48 hours, shall only be parked in the area designated for recreation vehicle fee storage, in Owners garage, or in an area designated by the Board.

4.7. Fencing. Only wood or mortar fences shall be used on the property except security fence around certain areas may be chain link as approved by the Board. No alterations or modifications are permitted to fences by residents without approval of the Board or Architectural Committee.

4.8. Drainage. The drainage system of the property is a combination of natural and artificial patterns. Declarant has engineered the system to protect the environment and to assure consistency with City regulation. Each owner shall protect the drainage pattern and shall not take any action to disrupt the drainage pattern without approval of the Board or Architectural Committee.

4.9. Completion of Improvements. Owner's or Owner's tenant improvements to Units including, but not limited to, additions to Units, temporary buildings and landscaping shall be completed within ninety (90) days of commencement of the project except where delayed by weather. For example, should the Owner choose to complete his front yard landscaping, the work is to be completed within the time outlined above. Also, the Owner is responsible to maintain a clean and unobstructed sidewalk (where applicable) in front of his Unit and the Owner is responsible to repair any damage to walks or curbs as a result of these activities.

4.10. Maintenance Responsibilities. The Units shall be maintained and repaired by each Unit Owner and the Common Areas shall be maintained by the Association in accordance with the provisions of Exhibit "E" (the maintenance chart) attached, hereto, and the Bylaws. All reasonable expenses associated with the maintenance, repair and replacement of a Limited Common Area, may be assessed against the Unit to which such Limited Common Area was assigned at the time of purchase at the discretion of the Board.

5. SERVICE OF PROCESS. The registered agent of the Association is designated to receive service of process. The Board shall designate the original agent in the Articles and the Board may specify a different agent from time to time for such purpose by a successor registered agent with the Secretary of State of Idaho, using such forms and procedures approved by the Secretary of State of Idaho.

6. ASSOCIATION OF UNIT OWNERS.

6.1. Form of Association. THE VILLAGE II CONDOMINIUM OWNERS, INC., a nonprofit corporation formed under the laws of the State of Idaho, is hereby designated the management body of the Association.

6.2. Articles and Bylaws. The Articles and Bylaws of this Association shall bind all Owners and are by this reference an integral part of this Declaration. A copy of the Association's Articles of Incorporation and a copy of its' Bylaws are attached, hereto, as Exhibit "B" and Exhibit "C" respectively, and are available through the Board members. The Articles and Bylaws may be amended in accordance with the terms of each.

6.3. Qualification for Membership Voting Right. Each fee Owner of a Unit (including Declarant) shall be a member of the Association. Ownership of a Unit shall be the sole qualification for membership in the Association. The voting rights of the members are specified in the Bylaws of the Association.

6.4. Pledged Votes. If an Owner is in default under a first mortgage on a Unit for ninety (90) consecutive days or more, the mortgagee shall automatically be authorized to declare at any time, thereafter, that said Owner has pledged his or her vote on all issues to the mortgagee during

the continuance of the default. If the Board has been notified of any such pledge by a mortgagee, only the vote of the mortgagee will be recognized on the issues that are subject to the pledge.

**6.5 Owners Right and Obligation to Maintain and Repair.** Except for those portions of the Project which the Association may be required to maintain and repair, each Unit owner shall, at Owners sole cost and expense, maintain and repair Owners Unit and all improvements, thereon, in order to maintain the value of the Project and Project Units.

**6.6. Declarant Control Period.** The time period of Declarant Control shall commence on the date of recording of this Declaration and end when all Declarant memberships (Classes D-1 ) are converted to nondeclarant membership (Classes A) or the forth (4th) anniversary of the recording of this Declaration, whichever shall occur first.

**6.7. Availability of Project Records through Association.** The Association shall have current copies of the Declaration, Articles, Bylaws, and other Rules and Regulations concerning the project as well as the Association's own books, records and financial statements available for inspection by Owners or by First Mortgagees that are secured by Units in the Project. These documents shall be generally available during normal business hours.

## **7. NOTICES.**

**7.1. Form and Delivery of Notice.** All notices to members given under the provisions of this Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after it has been deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board shall be given to Declarant until the transition date and, thereafter, shall be given to the President or Secretary of the Association.

**7.2. Notices to First Mortgagees.** Any First Mortgagee may file with the Secretary of the Board a written request that it be given copies of notices. Until such time, thereafter, as such Mortgagee withdraws the request or satisfies its mortgage of record, the Board shall send to the requesting Mortgagee a copy of all documents sent to Owner of the mortgaged property. First Mortgagees, who have requested notice shall be entitled to prompt notice of any default in an Owners obligation under any of the documents that create or govern the project, or its' rules and regulations, that is not cured within thirty (30) days of the date of default. The provisions of this section shall prevail over any inconsistent or contrary provisions in this Declaration or in the Articles or Bylaws.

## **8. AUTHORITY AND DECLARATION ENFORCEMENT.**

**8.1. Enforcement of Declaration: Attorney's Fees.** The failure of any Unit Owner or the Association to comply with the provisions of the Declaration, Articles of Incorporation, or Bylaws, shall give rise to a cause of action in favor of the Association and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both. The Board and any aggrieved Owner shall have the power to enforce the provisions of this Declaration, the Articles, the Bylaws, and the rules and regulations of the Association, as the same may be lawfully amended from time to time, for the benefit of the Association or Project. If legal action is brought to interpret or enforce compliance with the provisions of this Declaration, the Articles, the Bylaws or the rules and regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs and attorney fees in

the amount awarded by the court; however, no attorney fees shall be granted against Declarant or Association.

8.2. Goods and Services. The Board shall acquire and pay for, as common expenses of the Association, all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the project. The goods and services shall include, but not be limited to, utility services for the common areas and facilities; policies of insurance and fidelity bonds; legal and accounting services; maintenance, repair, landscaping, gardening, and general upkeep of the common areas and facilities (except where the Owners have such responsibility under the provisions hereon; and all supplies, materials, fixtures, and equipment that are in the Board's judgment necessary or desirable for the operation of the project and enjoyment of it by the Owners. The Board may hire such full-time or part-time employees, as it considers necessary.

8.3. Protection of Property. The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Project, settle claims, or otherwise act in what it considers to be the best interests of the Project or the Association.

## 9. ARCHITECTURAL CONTROL.

9.1. Authority for Architectural Control. No building, fence, wall or other structure shall be commenced, erected, moved onto or maintained upon the Property, nor shall any exterior addition to, or change, or alteration therein, be made until the plans and specifications showing the age, style, kind, color, height, materials and location of the same have been submitted to and approved, in writing, by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with.

9.2. Adoption of Rules and Regulations. The Board is empowered, on behalf of the Owners and the Association, to adopt, amend and revoke detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the property. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other persons claiming any interest in any Unit. The Architectural Committee shall require conformity with the guidelines and rules and regulations.

## 10. BUDGET AND ASSESSMENT.

10.1. Assessments and Budget. Assessments may be assessed and will become a lien against Units in accordance with the Bylaws. The sums required by the Association for common expenses as reflected by the annual budget and any supplemental budgets shall be paid in accordance with the Bylaws.

10.2. Proceeds Belong to Association. All assessments and other receipts received by the Association pursuant to the provisions, hereof, shall belong to the Association.

## 11. LIEN AND COLLECTION OF ASSESSMENTS.

11.1. Lien May Be Foreclosed. The lien for delinquent assessments may be enforced by the Managing Agent or the Board acting on behalf of the Association in the manner permitted by law for the exercise of powers of sale in deeds of trust or in any other matter permitted by law for foreclosure of liens. The Managing Agent or the Board, acting on behalf of the Association, shall

have the power to bid the amount owing at the foreclosure sale, and to acquire the Unit in question and hold, lease, mortgage and convey the same.

11.2. Assessments are Personal Obligations. In addition to constituting a lien on the Unit and all its appurtenances, all sums assessed by the Association chargeable to any Unit or Unit Owner (together with interest, late charges, costs and attorney's fees in the event of delinquency) shall be the joint and several personal obligations of the Owner and any contract purchaser of the Unit when the assessments shall be maintainable without foreclosing or waiving the liens securing them.

11.3. Late Charges and Interest on Delinquent Assessments. The Board, in accordance with the Bylaws, may from time to time establish late charges and a rate of interest to be charged on assessments that may thereafter become delinquent.

11.4. Remedies Cumulative. The remedies provided herein are cumulative, and the Board may pursue them and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

12. FAILURE TO INSIST ON STRICT PERFORMANCE NO WAIVER. The failure of any interested party in any instance to insist upon the strict compliance with this Declaration or the Bylaws or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition or restriction. The receipt by the Board of payment of an assessment from an owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver of any requirement shall be effective unless expressed in writing and signed for the party waiving such requirement.

13. LIMITATION OF LIABILITY. So long as a Board Member, or Association Committee Member, or Association Officer, or Declarant or the Managing Agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error or negligence of such person; provided, however, that this section shall not apply where the consequences of such act, omission, error or negligence is covered by insurance obtained by the Board.

14. MORTGAGEE PROTECTIONS.

14.1. Mortgagee Protection: General Requirements. A breach of any covenant, condition or restriction herein contained, or any enforcement thereof, shall not defeat or render invalid any mortgage now or hereafter executed upon the property or a portion thereof; provided, however, that if any portion of the property is sold under a foreclosure of any mortgage, any purchaser at such sale and its successors and assigns shall hold any and all property purchased subject to all the provisions of this Declaration.

14.2. Mortgagee's Obligations as to Assessments. Each holder of a first mortgage (including any purchaser from such holder) on a Unit who comes into possession of title to said Unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the unit free of and shall not be liable for any unpaid claims or assessments and charges against the Unit which accrue prior to the time of such possession or acquisition of title, whichever is earlier.

14.3. Mortgagee's Right to Pay Charges. First mortgagees may pay charges which are in default and which may or have become a charge against any common area property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such common area property. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

14.4. Mortgagee's Lien Superior to Association's. Any lien which the Association may have on any Unit for the payment of assessments attributable to such unit will be subordinate to the First Mortgagee on the Unit recorded prior to the date such assessment was due.

14.5. Mortgagee's Notice to Lenders. If the Mortgagee (including holder, insurer or guarantor of mortgage) sends the Association a written request for notice, specifying in said notice, Mortgagee's name, address and encumbered Unit number and address, then the Association shall send the requesting Mortgagee the following timely notices:

14.5.1. Notice of any proposed change of a material nature in the Condominium Documents, which notice shall be given thirty (30) days prior to the effective date of such change (see subsection entitled "Declaration Modification or Termination for definition of material nature");

14.5.2. Notice of any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing First Mortgagee's mortgage;

14.5.3. Notice of any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which First Mortgagee holds the mortgage;

14.5.4. Notice of a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

14.5.5. Notice of any proposed action that requires the consent of a specified percentage of eligible First Mortgagees.

14.6. Mortgagee's Right to Inspect Records. Notwithstanding any language contained in this Declaration or the other related documents to the contrary, mortgagees shall have the right to examine the books and records of the Association.

14.7. Mortgagee's Right to be Named on Insurance. To the extent reasonably allowed, the First Mortgagees may be named as an insured along with the Owner of a Unit encumbered by the mortgage, if the First Mortgagee requests such coverage in written notice to the Board.

15. SEVERABILITY. The provisions of the Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision.

16. EFFECTIVE DATE. This Declaration shall take effect upon recording.

17. ASSIGNMENT BY DECLARANT. Declarant reserves the right to assign, transfer, sell, lease or rent all or a portion of the property then owned by it and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

18. ENFORCEMENT.

18.1. General Requirements. Broad enforcement is intended in order to protect the value of the property and to allow efficient assurance of compliance.

18.2. Right of Entry. During reasonable hours and upon reasonable notice and subject to reasonable security requirements, the Declarant or Association, or their agents shall have the right to enter upon and inspect any Unit covered by this Declaration for the purpose of ascertaining compliance with this Declaration. Such right of entry shall not cover entrance inside any structure. Such entry shall not be a trespass or other wrongful act.

18.3. Enforcing Methods and Parties. The following options specify the manner in which the Declaration may be enforced:

18.3.1. Manner of Enforcement: The Owners, Declarant, and the Association shall have the right to enforce by any proceeding in law or equity, all covenants, conditions and restrictions contained in this document. Enforcement shall be consistent with notice provisions contained herein. No one shall be liable for failure to enforce the requirements of the Declaration, since all Owners may protect their respective rights.

18.3.2. Correction Lien: The Association, in accordance with the procedures set forth in the Bylaws, may correct any violation and assess the violating property for sums owed for correction, (sums shall include attorney fees and interest at the highest rate allowed by law) if the violating property Owner fails to correct the violation or violations or fails to give adequate security to assure compliance after mailing the notice of violation.

18.3.3. Reservation of Other Remedies: In addition to the remedies set forth above, Owners, Association and Declarant reserve the right to enforce any covenants, conditions or restrictions contained herein by any other appropriate action at their option

18.4. Attorney's Fees. In any legal or equitable proceeding for the enforcement of any provision of this Declaration, whether it be an action for damages, declaratory relief or injunctive relief, or any other action in district or appellate court, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties. No attorney's fees shall be awarded against Declarant or Association unless Declarant's or Association's actions are frivolous and without basis in fact and law.

18.5. Notice Requirements. Prior to taking any action of enforcement against any violating property Owner, Association shall deliver to the violating property owner written notice of the nature of the violation, suggest a remedy and make reference to particular relevant portions of this Declaration. The violating property Owner shall be allowed thirty (30) days to correct the violation. At the end of the thirty (30) days if the violation remains, enforcement may be commenced.

18.6. Remedies not Exclusive. All remedies provided, herein, or at law or in equity (including, but not limited to, mandatory injunction, restitution, breach of covenant, nuisance and/or restraining) shall be cumulative and not exclusive.

18.7. Failure to Enforce is No Waiver. The failure to enforce any requirements contained in this Declaration shall in no event be deemed to be a waiver of the right to enforce that requirement or any other provision thereafter.

19. **BINDING NATURE OF DECLARATION\* DURATION, MODIFICATION AND REPEAL OF DECLARATION.**

19.1. Binding Effect of Condominium Documents. The acceptance of a Deed or



Mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Act, this Declaration, the Articles, the Bylaws, and the Rules and Regulations set forth in the Deed to such Unit are accepted and ratified by such grantee, mortgagee or lessee insofar as applicable. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every Deed, conveyance, mortgage or lease thereof.

19.2. Duration of Declaration. This Declaration shall continue and remain in full force and effect at all times with respect to the Project and each part thereof, commencing on the date of recording of this Declaration in the real property records of the county in which the property is located, until terminated by Owners or court of law. Owner, by purchase of a Unit, acknowledges Owners agreement and desire to protect the Property through the continuation of these Declarations and to be bound by the Declaration.

19.3. Declaration Amendment or Termination. This Declaration may be terminated or modified at any time by a written instrument executed by sixty-seven percent (67%) of the Board of Directors of the Association but shall not be effective until ratified in writing by sixty-seven percent (67%) of the members of each class of the membership. However, in the event the amendment is of a material nature and is agreed to by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association then the amendment must also be approved by fifty-one percent (51%) of First Mortgagees who have submitted a written request that the Association notify them of any proposed action of a material nature. A change to any of the provisions of the Declaration, Articles or Bylaws of the Project and/or Association of the following type would be considered of a material nature:

19.3.1. Termination of Declaration or legal status of Project;

19.3.2. Voting rights;

19.3.3. Increases in regular or special assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens;

19.3.4. Reductions in reserves for maintenance, repair, and replacement of Common Area;

19.3.5. Responsibility for maintenance and repairs;

19.3.6. Reallocation of interests in the Common Area or Limited Common Area, or rights to use of such Area;

19.3.7. Redefinition of any unit boundaries;

19.3.8. Convertibility of Units into Common Elements or vice versa;

19.3.9. Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;

19.3.10. Hazard or fidelity insurance requirements;

19.3.11. Imposition of any restrictions on the leasing of units;

19.3.12. Imposition of any restrictions on a Unit Owner's right to sell or transfer Owner's interest in the Unit;

19.3.13. Establishment of self-management, if professional management had been required previously by the project documents or by an eligible mortgage holder;

19.3.14. Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents; or

19.3.15. Any provisions that expressly benefit First Mortgagees.

19.4. Special Right-to Amend to the Condominium Documents. The Condominium Documents may be amended only in accordance with the Act and the Condominium Documents. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Board, *or Declarant, during declarant's control period*, to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, then at any time and from time to time the Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this provision. If the correction is of a material nature, then eligible First Mortgages as specified above shall have the same rights in the decision making process as any other amendment of a material nature. Each amendment of the type described in this Declaration shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Board.

20. DECLARANT'S SPECIAL PROVISIONS.

20.1. Limitation of Restriction. Declarant is undertaking the work of developing the project. The completion of the work and the sale, rental, and other disposal of Units is essential to the establishment and welfare of the Project as a thriving residential community. In order that work may be completed as rapidly as possible, nothing in this Declaration shall be understood or construed to:

20.1.1. Prevent Declarant, its' contractors, or subcontractors from doing on the Project or any Unit, whatever is reasonably necessary or advisable in connection with the completion of the Project; or

20.1.2. Prevent Declarant or its representatives from erecting, constructing and maintaining an any part or parts of the Project, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Project as a residential community and disposing of the structures by sale, lease or otherwise; or

20.1.3. Prevent Declarant from conducting on any part of the Project its business of completing the work and establishing a plan of Unit ownership and of disposing of said Project in Units by sale, lease or otherwise; or

20.1.4. Prevent Declarant from maintaining such sign or signs on any of the Project as may be necessary for the sale, lease or disposition thereof; or

to the provisions of this Declaration. However, nothing in this Declaration shall be construed to require Declarant to fulfill all the requirements of this Declaration on its Unit or Units, where said Unit or Units are without buildings and are being held for sale or lease. If the Declarant shall develop and construct a building for its own use rather than for lease or sale, then the Unit will be subject to all restrictions.

20.2. Non-Warranty of Compliance and Enforcement. The Declarant does not, by the execution of this document or the continuing participation directly or indirectly in or on the Board, warranty or guaranty enforcement and/or binding effect of these Declarations nor does the Declarant warrant that all Owners' use of the property is in compliance with this Declaration. Each purchaser of property does hereby agree to accept all responsibility for enforcement of these Declarations individually and to release the Declarant from any lack of enforcement or nonconformity of any structure or use of property.

20.3. Effect of Declarant's Assignment. Any and all of the rights, powers and reservations of Declarant, herein, contained may be assigned to any person, corporation, partnership or association which will assume the duties of Declarant pertaining to the particular rights, power and reservations assigned, and upon any such person, corporation, partnership, or association evidencing its intent, in writing, to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and duties as are given to and assumed by Declarant herein. In the event of assignment, Declarant shall be released from any liability from the date of assignment forward.

20.4. Termination of Responsibility. In the event Declarant shall convey all of its right, title and interest in and to the Project to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligation hereunder.

20.5. Release and Indemnification of Declarant. The Declarant has created common areas for the use of Owners and to be managed by the Association consistent with the Declarant's transfer of Declarant's interest in the common area. The Association agrees to hold the Declarant harmless from any liability related to the common area. Furthermore, the Association agrees to indemnify Declarant from any and all loss and cost related to the common area.

## 21. ANNEXATION.

21.1. Annexation of Phases of Project. This Project is divided into three Phases, First, Second and Third Phase. Each Phase may be annexed to this Condominium Project and become subject to this Declaration by either of the following methods:

21.1.1. Unilateral Annexation. Declarant may annex the Second and Third Phase as shown on the Master Plan, **Exhibit "F"**, and as described on **Exhibit "A, page 1"**. Such annexed property shall become a part of the Project, subject to this Declaration, and subject to the jurisdiction of the Association, without the assent of the Association or Owners by the Declarant on condition that:

21.1.1.1. The annexation pursuant to this Subparagraph shall be made within the Declarant's Control Period as defined herein; and

21.1.1.2. A Declaration of Annexation shall be recorded, which shall include the legal description of the property to be annexed, shall incorporate this Declaration by

**1659483**

**1665045**

reference and may contain such additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the added property.

21.1.2. Annexation by Approval. At any time upon the vote or written assent of Declarant (while Declarant owns any lot in Project) and fifty one percent of the Owners other than Declarant and the Board, the other phases as shown on Exhibit "F" may be made subject to the jurisdiction of this Association by the recording of a Declaration of Annexation in the manner described in the preceding subparagraph.

22. EASEMENTS.

22.1. Completion of Easement Specifically Reserved by Declarant. Declarant reserves an access easement over, across, and through the common areas and facilities of the project for the purpose of completing any unfinished Units or other improvements and exhibiting and preparing Units for sale and for the purposes of developing any contiguous land owned by Declarant.

22.2 Declarant's Use for Sales Purposes

22.2.1. Declarant shall have an easement to maintain sales offices, management offices and models on the Property and to maintain one or more advertising signs on the Common Areas while the Declarant is selling Units in the Condominium. Declarant reserves the right to place models, management offices and sales offices in any Units owned by Declarant and on any portion of the Common Areas in such number, of such size and in such locations as Declarant deems appropriate. The models, management offices and sales offices constitute a portion of the Common Areas.

22.3. Utility and Other Easements. The Units and Common Areas shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Areas. Notwithstanding the foregoing, unless approved, in writing, by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existing at the time of first conveyance of the Unit by the Declarant to the original grantee other than the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

22.4. General Easements. There is, hereby, created a blanket easement upon, through, across, over and under all of said properties for ingress, egress, installation, replacing, repairing and maintaining all utilities and service lines and systems including, but not limited to domestic and irrigation water, sanitary and storm sewer, gas, telephone, electricity and cable television. By virtue of this easement, it shall be expressly permissible for the purveyors of said utilities to install, erect and maintain all necessary pipes and conduit underground and other necessary equipment or structures at, above or below grade on said properties and to affix and maintain the same above, across, and under the roofs and exterior walls and through party walls of Buildings

or Units and to meters and shut-offs at or inside and/or outside Buildings. An easement is further granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency service to enter upon the Units and common area in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, gas lines, or other utilities may be installed or relocated on said properties except as initially programmed and approved by the Declarant or, thereafter, approved by Declarant or the Board. Should any utility or organization furnishing a service covered by the general easement above request that a specific easement be provided by a separate recordable document, Declarant or Board shall have the right to grant such easement on said Properties provided it not be broader than the terms hereof. The easement provided for in this Article shall in no way affect any other recorded easement on said premises.

22.5. Construction and Settlement Easements. Each Unit and the Common Area shall be subject to an easement for encroachments created by construction, reconstruction, shifting, settling and other movements of any portion of improvements which results either in the Common Area encroaching on any Units or any Unit encroaching on the Common Area or another Unit. This easement for said encroachments and for the maintenance of the same shall exist for so long as the encroachment shall and does exist.

22.6. Easements to Correct Drainage. The Declarant reserves a blanket easement and right for themselves, their successors, and the Association on, over and under the ground within the Property to maintain and correct drainage or surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the Declarant, their successors or the Association shall restore the affected property to its original condition as near as practicable. Reasonable notice of intent to take such action shall be given to all affected Owners, unless an emergency appears to exist which precludes such notice.

22.7. Owners Easements of Enjoyment. Every Owner and Owner's guests, family and tenants, shall have a right and easement of enjoyment in and to certain specified common areas which shall be owned by the Association, but the use of which may be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

22.7.1. The right of the Association to charge reasonable admission and/or other fees for the use of any recreational facility situated upon the common area;

22.7.2. The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any charge or assessment against his Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

22.7.3. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No dedication or transfer shall be effective unless ratified by sixty-seven percent (67%) vote of the members;

22.7.4. The right of the Association to limit the use of certain common areas to certain groups of Owners as designated by documents of title or Articles and Bylaws.

22.7.5. The Association has been granted certain Park and Recreation credits for the open space and recreation facilities provided in the approved PUD. That these open

spaces and recreation facilities are protected by recorded covenants and run with the land in favor of the future owners of the property within the tract and which cannot be defeated or eliminated without the consent of the City Council. The maintenance of such spaces and facilities shall be by the Association.

22.8. Easement for Ingress and Egress through Common Areas, Access to Units and Support.

22.8.1. Each Unit Owner is, hereby, granted an easement in common with each other Unit Owner for ingress and egress through all Common Areas, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Unit is, hereby, burdened with and subjected to an easement for ingress and egress through all Common Areas by persons lawfully using or entitled to the same.

22.8.2. To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building, the Common Areas and the Limited Common Areas, and each Unit and the Common Areas shall be subject to an easement for structural support in favor of every other Unit in the Building, the Common Areas and the Limited Common Areas.

22.9. Common Areas Easement in Favor of Unit Owners. The Common Areas (including, but not limited to, the Limited Common Areas) shall be and are hereby made subject to the following easements in favor of the Units benefited.

22.9.1. For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Areas.

22.9.2. For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Area adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Areas, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

22.9.3. For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the walls bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit, the bottom surface of floor joists above the Unit and the top surface of the floor joists below the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Area adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Areas, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

22.9.4. For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grills and similar fixtures which serve only one Unit but which encroach into any part of any Common Areas or Limited Common Areas on the date this Declaration is recorded or was thereafter

1665045

installed by Declarant during the Declarant Control Period or within two (2) years after the termination thereof.

22.10. Power of Association to Grant Easements. The Association shall have the right to grant easements for utility purposes over, upon, across, under or through any portion of the common area, and each owner hereby irrevocably appoints the Association as attorney-in-fact for such purpose.

23. INSURANCE

23.1. Named insured. Insurance policies for the Project should show the Association as the insured. The policy can specify an authorized representative of the Association, including an insurance trustee, as the insured. The "loss payable" clause should show the Association or the insurance trustee as a trustee for each Unit Owner and the holder of each Unit's First Mortgage. The insurance policy should also contain the standard mortgage clause and shall name as Mortgagee either Fannie Mae and/or the services for the Mortgages shall in accordance with the interest held Unit's Mortgages in the Project. When a servicer is named as the Mortgagee, its name should be followed by the phrase "and its successors and assigns".

23.2. Acceptable Insurers. All policies shall be written with a company authorized to do business in Idaho and each insurance policy must be written by an insurance carrier that has an acceptable rating from either the A.M. Best Company; Demotech, Inc.; or Standard and Poor's, Inc. Any of the following rating are considered acceptable

23.2.1 A "B" or better general policy holder's rating or a "6" or better financial performance index rating in Best's Insurance Reports.

23.2.2 An "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance Reports International Edition.

23.2.3 An "A" or better rating in Demotech's Hazard insurance Financial Stability Ratings.

23.2.4 A "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's Insurer Solvency Review, or a "BBB" or better claims- paying ability rating in Standard and Poor's International Confidential Rating Service. In the event that the rating systems change in the future, the new acceptable rating shall be in accordance with the then acceptable insurance requirements of Fannie Mae.

23.3. Hazard Insurance Required. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area and may, but shall not be obligated to, by written agreement with any Parcel in the Properties subject to this Declaration, assume the insurance responsibility for the Properties held by such other Association against loss or damage by fire or other hazards (including extended Hazard Insurance coverage, vandalism, and malicious mischief liability) and theft as set forth below.

23.3.1. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insurable hazard. The hazard insurance should include the following provisions.

1665045

23.3.2. Insurance should cover one hundred percent (100%) of the insurable replacement cost of the Project improvements, including the individual Units in the Project, except personal property, additions and improvements made by Owner to the Unit. Those excepted portions of the Unit shall be insured by the respective Owner of the Unit. Coverage does not need to include land, foundations, excavations, or other items that are usually excluded from insurance coverage. The following endorsements should assure full insurable value replacement cost coverage:

23.3.2.1. A Guaranteed Replacement Cost Endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement (which waives the requirement for coinsurance); or

23.3.2.2. A Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the property's insurable replacement cost, but no more and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement (which waives the requirement for coinsurance).

23.3.3. The following special endorsements shall also be purchased:

23.3.3.1. An Inflation Guard Endorsement, when it can be obtained;

23.3.3.2. Building Ordinance or Law Endorsement, if the enforcement of any building, zoning, or land-use law will result in loss or damage, increased cost or repairs or reconstruction, or additional demolition and removal costs. The endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction

23.3.4. The maximum deductible amount shall be the lesser of ten thousand dollars (\$10,000) or one percent (1%) of the policy face amount. However, for losses related to individual Units that are covered by the blanket policy for the Project, the deductible related to the individual Unit should be the higher of one thousand dollars (\$1,000) or one percent (1%) of the replacement cost of the Unit. Funds to cover these deductible amounts should be included in the operating reserve account (Working Capital Fund, see Bylaws) that is maintained by the Association.

23.3.5 The insurance policy must at least protect against fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement. If the policy does not include an "all risk" endorsement, then a policy should include the "broad form" covered causes of loss. The Association shall maintain a "master's" "blanket" type of insurance policy, with premiums being paid as a common expense. The policy must cover all of the Common Area that is normally included in coverage. These should include fixtures, building service equipment, and common personal property and supplies belonging to or under the maintenance responsibility of the Association. The policy must also cover fixtures, equipment, and other personal property inside individual Units, except personal property, additions and improvements made by the Owner to the Unit. If the fixtures, equipment, and other personal property is financed by a First Mortgage that Fannie Mae purchase or securitize, whether or not the Property is part of the Common Area, excepting the portion of fixtures, equipment and other personal property inside the Units shall be insured by respective Unit Owner and proof of insurance delivered to Board and First Mortgagee.



1659483  
1665045

23.4. Public Liability Insurance Required. The Board shall also obtain a public liability policy covering the Common Area, the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The Owners Association must maintain a commercial general liability insurance policy for the entire project, including all Common Areas, including but not limited to, Limited Common Areas, public ways, and any other areas that are under its supervision. The commercial general liability insurance policy should provide coverage for bodily injury and property damage that results from the operation, maintenance, or use of the Project's Common Areas and elements. The amount of coverage should be at least one million dollars (\$1,000,000) for bodily injury and property damage for any single occurrence. If the policy does not include "severability of interest" in its terms, then a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Owners' Association or of other Unit Owners shall be obtained.

23.5. Notice of Cancellation or Substantial Modification. All policies should provide for at least ten days written notice to the Association before the insurer can cancel or substantially modify it. A similar notice must also be given to each First Mortgagee or share loan on an individual unit in the project named in the policy. This same notice shall be given to each servicer that services a Fannie Mae owned or securitized Mortgage in Project.

23.6. Cost of Insurance. Cost of insurance coverage obtained for the Common Area shall be included in the Regular Assessment, as defined in the Bylaws.

23.7. No Contributions between Insurers. In no event shall the insurance coverage obtained and maintained by the Association's Board be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

23.8. Fidelity Insurance. The Association shall obtain blanket fidelity insurance coverage for anyone who handles funds that the Association holds or administers, whether or not that individual receives compensation for services. The insurance policy should name the Association as the insured. The Board shall obtain, as a common expense, workman's fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors' best business judgment, but may not be less than three (3) months assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association.

23.9. Additional Insurance Provisions to be acquired if possible. The Board should make every reasonable effort to secure insurance policies that will provide for the following:

23.9.1. A waiver of the Associations insurer's right of subrogation to any claims against the Board, its Manager, the Owners, and their respective tenants, servants, agents, and guests;

23.9.2. A waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

23.9.3. That no policy may be cancelled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized Manager without prior demand, in writing, delivered to the Association to cure the defect and the allowance of a reasonable time, thereafter, within which the defect may be cured by the Association, its Manager, any Owner, or Mortgagee;

1659483

1665045

23.9.4. That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

23.9.5. That no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and each first Mortgagee shown in Mortgage Clause.

23.9.6. Any insurance Trust Agreement will be recognized

23.9.7. The insurance will not be prejudiced by any acts or omissions of individual Owners that are not under the control of the Owners' Association; and

23.9.8. The policy will be primary, even if an Owner has other insurance that covers the same loss.

23.10. Distribution of Insurance Proceeds. Proceeds of insurance policies shall be disbursed as set forth in this Declaration in the Section entitled Condemnation, Destruction, and Liquidation of Condominiums and distribution of Proceeds. Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board.

23.11 Biannual Review of Insurance. Every two (2) years, all insurance policies shall be reviewed each by two (2) or more qualified persons appointed by Board whose members need not be a member of the Board, at least one of whom must have experience in the real estate industry and be familiar with the location of the Project. One must have experience in the insurance industry and be familiar with the Project. The committee shall review all insurance needs for the project to assure the sufficient coverage exists, that coverage is being economically obtained, that current insurers are financial strong, that the requirement of the declaration are being fulfilled and whether other or further coverage should be considered by the Board. The Committee shall submit the committee's conclusions to the board in writing as request by Board.

## 24. LEASING

24. 1. Restrictions. Any changes to this provision regarding leasing of Units must be consented to by the mortgagees of each Unit.

24.1.1. A Unit Owner may lease or sublease Owner's Unit (but not less than his entire Unit) at any time and from time to time provided that:

24.1.1.1. No Unit may be leased or subleased for transient or hotel purposes except by the Declarant for the use of an Adult Care Facility if approved by the City.

24.1.1.2. A copy of such lease or sublease shall be furnished to the Board within ten (10) days after execution thereof; and

24.1.1.3. The rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by the Declaration, Articles, Bylaws and Rules and Regulations, and any default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any common expense assessments or special assessments on behalf of the owner of that Unit.

1665045

25. CONDEMNATION, DESTRUCTION, LIQUIDATION OF CONDOMINIUM AND DISTRIBUTION OF PROCEEDS

25.1. In the event of Condemnation, Destruction or Liquidation of Condominiums, the Association is designated as attorney in fact to represent individual Owners in all negotiations, agreements and related proceedings. Any proceeds, awards or losses related to such event shall be held for the benefit of the individual Owners and mortgage holders and shall be prorated between the Owners based upon the effect of the event on each Owner.

25.2. The Board shall appoint three (3) reasonably qualified and uninterested individuals to review the event and hear from all interested parties in regards to the appropriate proration between the Owners. The arbitration shall be governed by Idaho's Uniform Arbitration Act. The decision of the majority of the arbitrators shall be binding and conclusive as to all issues proposed to the arbitrators by the Bond.

25.3. The arbitrators shall consider the value of Units effected, the nature of effect, the Percentage of Interest of the effected Owners, overall fairness to all owners, and other considerations deemed relevant by arbitrators. This provision shall not prohibit the use of nonbinding alternative dispute mechanisms prior to submittal of issues to arbitration; however, the Board shall expeditiously resolve all issues. All controversies related to the proration should be resolved in forty-five (45) days from the receipt of the proceeds, settlement sums, awards, or tabulation of losses, unless such time period is unobtainable because of reasonable delays beyond the power of the Board.

26. MISCELLANEOUS PROVISIONS.

26.1. Failure to Assess. Any failure by the Board or the Association to make the budget be deemed a waiver of modification in any respect of the provisions of this Declaration, or a release of the owners from the obligation to pay assessments during that or any subsequent year, and the monthly assessment amount established for the preceding year shall continue until a new assessment is established.

26.2. Constructive Notice and Acceptance. Upon recording of the Declaration, every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the property has conclusively consented and agreed to every covenant, condition and restriction of this Declaration. This conclusive acceptance shall occur regardless of whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the property.

26.3. Agreement or Conveyances in Violation of Declaration. Any Deed, lease, conveyance, contract or other instrument or action in violation of this Declaration shall be void and may be set aside by Declarant or Association.

26.4. Captions. The captions of this Declaration are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe its scope and intent.

26.5. Entire Declaration. The Declaration along with the Declaration exhibits is the entirety of the covenants, conditions and restrictions. There are no other verbal or other agreements or matters, which vary the terms of the Declaration. This Declaration, its appendix, and exhibits are the entirety of the covenants, conditions and restrictions, and shall not be altered except as specified in the documents and in accordance with Idaho law.

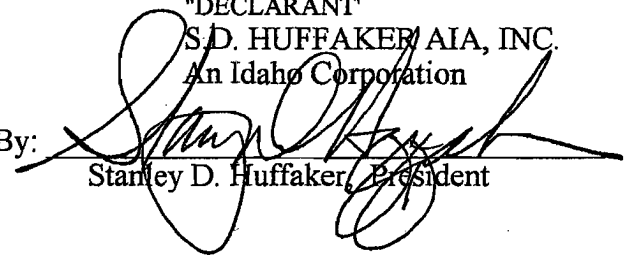
26.6. Interpretation. This Declaration shall be interpreted in accordance with Idaho law and shall be strictly interpreted to enforce the purpose of the Declaration, but all ambiguities shall be interpreted in favor of Declarant and the Association. Definitions of this document shall guide all interpretations. The Board's interpretations shall also be considered in order to encourage consistency.

26.7. Conflict of Condominium Documents. If there is any conflict among or between the Project documents, the provisions of this Declaration and any amendments thereto shall prevail; thereafter, Articles of Incorporation, Bylaws and Rules and Regulations of Association.

26.8. Consistency with Federal Housing Authority and Secondary Market Restrictions. This Declaration is intended to be consistent with Federal and State laws and regulations as required for lending of money for homes and for sale of mortgages of such homes in the secondary market. In the event of any conflict between the Declaration/Bylaws and Federal and State regulations or guidelines, then Declarant may unilaterally, at Declarant's sole option, amend the conflicting provision in order to eliminate the conflict.

"DECLARANT"  
S.D. HUFFAKER AIA, INC.  
An Idaho Corporation

By:

  
Stanley D. Huffaker, President

**1659483**

STATE OF IDAHO)

)ss.

COUNTY OF KOOTENAI)

1665045

On this 13TH day of DECEMBER, in the year of 2000, before me JACQUELINE SERGEANT, personally appeared STANLEY D. HUFFAKER, known or identified to me (or proved to me on the oath of ), to be the president, or vice president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
Notary Public of Idaho  
Residing at: GREENACRES, WA.  
Commission Expires: 224-2004

Jacqueline Sergeant  
Notary Public  
State of Idaho

1665045

**EXHIBIT A**

FOR THE DECLARATIONS OF THE VILLAGE II CONDOMINIUMS  
AS RECORDED BY INSTRUMENT NO. 1659483, AS RECORDED ON DEC. 14, 2000  
**LEGAL DESCRIPTION- PHASE ONE**

BE IT KNOWN BY THESE PRESENTS THAT S. D. HUFFAKER AIA, AN IDAHO CORPORATION HEREBY CERTIFIES THAT IT OWNS AND HAS LAID OUT THE LAND EMBRACED IN THE PLAT TO BE KNOWN AS VILLAGE II CONDOMINIUMS, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, STATE OF IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1, MARKED BY A 2" ALUMINUM CAP; THENCE NORTH 15'06'23" EAST, 1379.73 FEET TO THE TRUE POINT OF BEGINNING (also known as the SOUTHWEST CORNER OF THE EAST 952.18 FEET OF THE SOUTH 374.43 FEET OF GOVERNMENT LOT 4).

THENCE NORTH 01'17'10" WEST, 374.30 FEET;  
THENCE SOUTH 89'17'02" EAST, 952.18 FEET;  
THENCE SOUTH 00'17'05" EAST 374.85 FEET;  
THENCE NORTH 89'20'15" WEST 144.96 FEET;  
THENCE NORTH 89'12'26" WEST, 181.01 FEET;  
THENCE SOUTH 00'21'07" EAST, 55.64 FEET;  
THENCE ALONG A CURVE CONCAVE WESTERLY 31.04 FEET, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF NORTH 44'48'31" WEST, AND A CHORD LENGTH OF 28.01 FEET;  
THENCE NORTH 89'15'55" WEST 137.91 FEET;  
THENCE NORTH 89'15'55" WEST 147.53 FEET;  
THENCE SOUTH 00'21'07" EAST 367.82 FEET;  
THENCE NORTH 89'20'09" WEST 30.00 FEET;  
THENCE NORTH 00'21'07" WEST, 403.38 FEET;  
THENCE NORTH 89'07'28" WEST, 261.14 FEET TO THE TRUE POINT OF BEGINNING.

SECOND STREET AS SHOWN HEREON IS HEREBY DEDICATED AS PUBLIC RIGHT-OF-WAY TO THE CITY OF COEUR D' ALENE FOREVER.

LOT A AND LOT 4, BLOCK 3 ARE HERBY DEDICATED TO THE VILLAGE II HOMEOWNERS ASSOCIATION.

A NON-EXCLUSIVE INGRESS/EGRESS, DRAINAGE AND WATER UTILITY EASEMENT IS HEREBY GRANTED TO THE CITY OF COEUR D' ALENE OVER LOT A AS SHOWN.

LOT 5, BLOCK 1 AND LOT 1, BLOCK 2 ARE NOT INCLUDED IN THIS CONDOMINIUM PLAT. THEY ARE TO BE REPLATTED AS CONDOMINIUMS IN PHASE TWO AND THREE.

**PHASE TWO**

THE REPLAT OF LOT 5, BLOCK 1 OF VILLAGE II CONDOMINIUMS.

**PHASE THREE**

THE REPLAT OF LOT 1, BLOCK 2 OF VILLAGE II CONDOMINIUMS.

EXHIBIT "D"

TABLE OF ALLOCATED INTEREST

PHASE ONE

Type of Building	Number of Structures	Number of Project Membership	Undivided Interest In Common Area
Duplex	9	18	1/21
Multifamily	1	3	1/21

PHASE TWO (Including Phase One)

Duplex	15	30	1/37
Multifamily	2	7	1/37

PHASE THREE (Including Phase One and Two)

Duplex	22	44	1/51
Multifamily	2	7	1/51

\*\*\*

SEE SECTION 3., PAGE 8 OF THE DECLARATION OF VILLAGE II CONDOMINIUMS TITLED "DESCRIPTION OF BUILDINGS AND PROJECT"

NOTES

MAINTENANCE RESPONSIBILITIES:

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between the individual Owners, groups of Owners, all Owners, and the Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determine ownership.

Column I: Items. Items appearing in this column are illustrative and not exhaustive.

Column II: General Common Areas Under Association Responsibility. Responsibility for determining and providing for the maintenance, repair and replacement requirements of the Common Areas and determining the costs thereof shall be primarily the responsibility of the Executive Board and such designees to which the Board may delegate certain such responsibilities.

Column III: Limited Common Areas Under Association Responsibility. Responsibility for determining the maintenance, repair and replacement requirements of the Limited Common Areas shall be the responsibility of the Board and the Unit Owner of a Unit to which a specific Limited Common Area is exclusively appurtenant may advise the Board of opinion on such matters; however, that the Board shall have primary responsibility for all maintenance, repair and replacement activities and change to Limited Common Area the respective Owner shall be responsible for the reasonable costs of maintenance, repair and replacement.

Column IV: Duplex Unit Owners Sole Responsibility.



1665045  
1659483

THE VILLAGE  
Maintenance Responsibilities

I ITEMS	II GENERAL COMMON AREA UNDER ASSOCIATION RESPONSIBILITY	III LIMITED COMMON AREA UNDER ASSOCIATION RESPONSIBILIT Y	IV DUPLEX OWNER
Plumbing & related systems & component	All maintenance, repair & replacement of portions of plumbing serving more than one Unit. Water damage to Common Area or units except as provided for in column V	If any, same as in Column II.	All portions within a Unit including fixtures & appliances and connectors attached thereto. Water damage to a Unit, when the primary source of such problem through any element that is the responsibility of the Unit Owner

Exhibit E

Exhibit E to the Declaration  
Page 3

I ITEMS	II COMMON AREA	III LIMITED COMMON AREA	IV DUPLEX OWNER
Electrical & related systems & components thereof excluding appliances, fixtures & lights serving the individual units	All maintenance, repair & replacement of portions of electrical equipment serving more than one Unit. replacement of exterior light bulbs & lightoliers.	All, in all regards.	All portions within a Unit Including fixtures & appliances and connectors attached thereto. Electrical damage to a Unit, when the primary source of such problem through any element that is the responsibility of the Unit owner.

Exhibit E to the Declaration  
Page 4

I ITEMS	II COMMON AREA	III LIMITED COMMON AREA	IV DUPLEX OWNER
heating & Cooling systems water heaters including components of any of the forgoing	Equipment in Recreation Building and outdoor facilities	Not applicable (none located in limited common areas.	Maintenance, repairs and replacement to be performed by Unit Owner.
GARAGE	Garage included as part of Individual Unit.	Not Applicable	Interior Maintenance, repairs and replacement to be by Unit Owner, including Garage door replacement, if damaged or worn by Owners
STORAGE SPACES	None	None	
TRASH	Recreation Facilities only.	None	Unit owner is responsible for their own trash containers. To be placed at approved location for pickup.

1665045  
1659483

Exhibit E to the Declaration  
Page 5

I ITEMS	II COMMON AREA	III LIMITED COMMON AREA	IV DUPLEX OWNER
Grounds, including all paved areas and other improvements thereon lying outside the main walls of the building	All, in all regards	All, in all regards, except as noted in IV	Rear yard improvements by Owner shall be maintained by Owner such as sweeping, mowing, watering, planting, etc.
Building, exterior roof, exterior vertical walls, foundations.	All, in all regards. except as provided in Column IV		None

Exhibit E

1665045

1659483

Exhibit E to the Declaration  
Page 6

Exhibit E

THIS INSTRUMENT FILED FOR RECORD BY FIRST  
AMERICAN TITLE COMPANY AS AN ACCOMMODATION.  
IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION  
OR AS TO ITS EFFECT UPON THE TITLE.

*door exterior  
trim  
Home Owners  
responsibility*

I ITEMS	II COMMON AREA	III LIMITED COMMON AREA	IV DUPLEX OWNER
Windows and screens	None (windows and screens part of Unit)	None (windows and screens part of Unit)	All, in all regards which serve the Unit including cleaning and replacements. Replacements to be of same color, grade and style.
Doors	None, except limited common area.	All surfaces exposed to corridor or balcony including door panel, buck trim & sill.	Exterior and Interior doors Interior trim, hardware set including lock and door chime assembly and hinges and closure on all doors
Balconies & railings	All, except for Schedule IV	All in regards except routine cleaning	All in regards except routine cleaning