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Instrument # 317487

VALLEY COUNTY, CASCADE, IDAHO

2007-01-12 02:50:34 No. of Pages: 1

Recorded for: RAY WOODS

Idaho State Recorder

EX-Officio Recorder Deputy

Fee: 11.00

ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho25.868 ACRES
85 UNITS

No building, structure, or other improvement shall be erected on a sewage disposal facility or people using the premises where such building or structure is located shall be erected until written approval is first obtained from the State Board of Health, by its administrator or his delegate approving plans and specifications either for public water and/or sewage facilities or individual parcel water and/or sewage facilities, per Idaho Code, Section 50-1324.

This plot is subject to compliance with LC Section 50-1334. Lots will be served by the McCall Municipal Water System.

This subdivision is subject to the provisions of Idaho Code Section 31-3805 regarding the delivery of irrigation water.

CP & F No. 198996
Section Corner
found brass cap

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9 10

Timberlost IV,
Book 5, Page 37

CP & F No. 198996

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317487

HEALTH CERTIFICATE

DIST. No.

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on the State of Idaho, Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing these facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with Section 50-1328, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

City of McCall (City) Resolution 06-05 established a new wastewater policy that controls the issuance of sewer connection permits through their building permit process. As a result, filing sanitary restrictions is not a guarantee that sewer service will be provided to all lots in the approved project. Availability of individual sewer service connections is contingent upon obtaining building permits under the City's wastewater policy.

317488

District Health Department, RRES

Date

NOTES

1. All property shown on this Plat is subject to the Master Declaration of Covenants and Conditions and Restrictions for Aspen Ridge, Recorded as Instrument No. 289333 ("Master Declaration") and the Supplemental Declaration to Aspen Ridge Master Declaration for Aspen Ridge Phase II, recorded as Instrument No. 317487 ("Supplemental Declaration"), as well as the Articles of Incorporation and Bylaws for Aspen Ridge Homeowners' Association, Inc. and Aspen Ridge Phases III Association, Inc. documents, recorded as Instrument Nos. 289336, 289337, and

2. All Common Area Parcels which are depicted on this Plat are dedicated for the use and enjoyment of the members of the Aspen Ridge Homeowners' Association, Inc., together with their guests, invitees, and assigns, subject to the terms, conditions, and reserved Declarant rights which are contained in the Master Declaration and the Supplemental Declaration.

3. The developer plans to construct a Community Center on Common Area II, which, upon completion, will be owned and maintained by the Aspen Ridge Homeowners' Association, Inc.

4. All streets, street rights of way, drives, Emergency Accesses and all Utility Easements which are depicted on this Plat are dedicated for the use and enjoyment of the members of the Aspen Ridge Phase II Association, Inc., together with their guests, invitees, and assigns, subject to the terms, conditions, and reserved Declarant rights which are contained in the Master Declaration and the Supplemental Declaration; and, the Aspen Ridge Phase III Association is responsible for maintenance of the same pursuant to the Supplemental Declaration.

5. The public shall not be excluded from use of the Private Streets shown on this Plat.

6. The wetlands area as identified on this Plat, whether existing or proposed, are subject to regulation by the Army Corps of Engineers (ACE). Any proposed change must be submitted to, reviewed and approved by the ACE prior to work being done.

7. There are three types of Units depicted on this Plat. They are as follows: (a) 15 Bungalow Units - Units 1, 2, 3, 28-32, and 36-42; (b) 38 Townhome Units - Units 4-27, and 43-58; and (c) 32 Condominium Units - Units 33-35, 57-62, 63-72, and 73-85, together with associated Garage Units.

8. Townhome Units cannot be sold separately from the adjoining Townhome Unit (i.e. Units on both sides of a Common Wall Line) until both adjoining Townhome Units are constructed. McCall City Code Section 9.2.095 shall specifically not apply to notify the Townhome Unit or this Plat with regard to Townhome Units if a building permit is not obtained within 3 years.

9. Parking shall be permitted within the Street right-of-way for Dragonfly Loop, but shall be placed outside the paved traveled way for the street. See the Supplemental Declaration for parking requirements.

10. All setbacks shall be according to the setbacks specified in the McCall City Code, as enacted on March 16, 2006, with the following clarifications/exceptions: (a) The rear yard setback for Units 29, 30, and 31 shall be 10 feet; (b) The side yard setback for all sides except the Common Wall Lines for Units 43-58 shall be 5 feet; (c) For all Common Wall Lines on Townhome Units, the Common Wall setback shall be zero; (d) The setback from Dragonfly Loop right-of-way for Unit 46 shall be 15 feet; (e) The side yard and rear yard setbacks on Parcels A, B, C and D-2 shall be 10 feet; (f) The setbacks on Parcels A, B, C, and D-2 from Spring Mountain Boulevard right-of-way, the Dragonfly Loop right-of-way, the Aspen Ridge Lane right-of-way and the Peninsula Place right-of-way shall be 20 feet; and, (g) The side yard and rear yard setbacks on Parcel D-1 shall be 5 feet, and the setback from Dragonfly Loop for Parcel D-1 shall be 15 feet.

11. Groundwater levels may be seasonally within 6" of the existing surface in some areas of this subdivision requiring special construction methods. The owner of each lot shall be responsible for placing the bottom of the crawl space a minimum of 2 feet above elevation 5028.00 feet, which corresponds to the maintained high water level of the pond. The reference benchmark is elevation 5030.80 feet on the top of the concrete weir at the southwest outlet of the pond. Due to the fluctuations in ground water levels each year, there is no guarantee that this level will keep the crawl space free of water. If dewatering is necessary no groundwater shall be conveyed to the sanitary sewer system.

Sheet 1 of 17
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ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho

25.868 ACRES
85 UNITS

Book _____ Page _____ of Plats



N89°58'30"W 1118.10'
to 1/4 cor.
broad cap

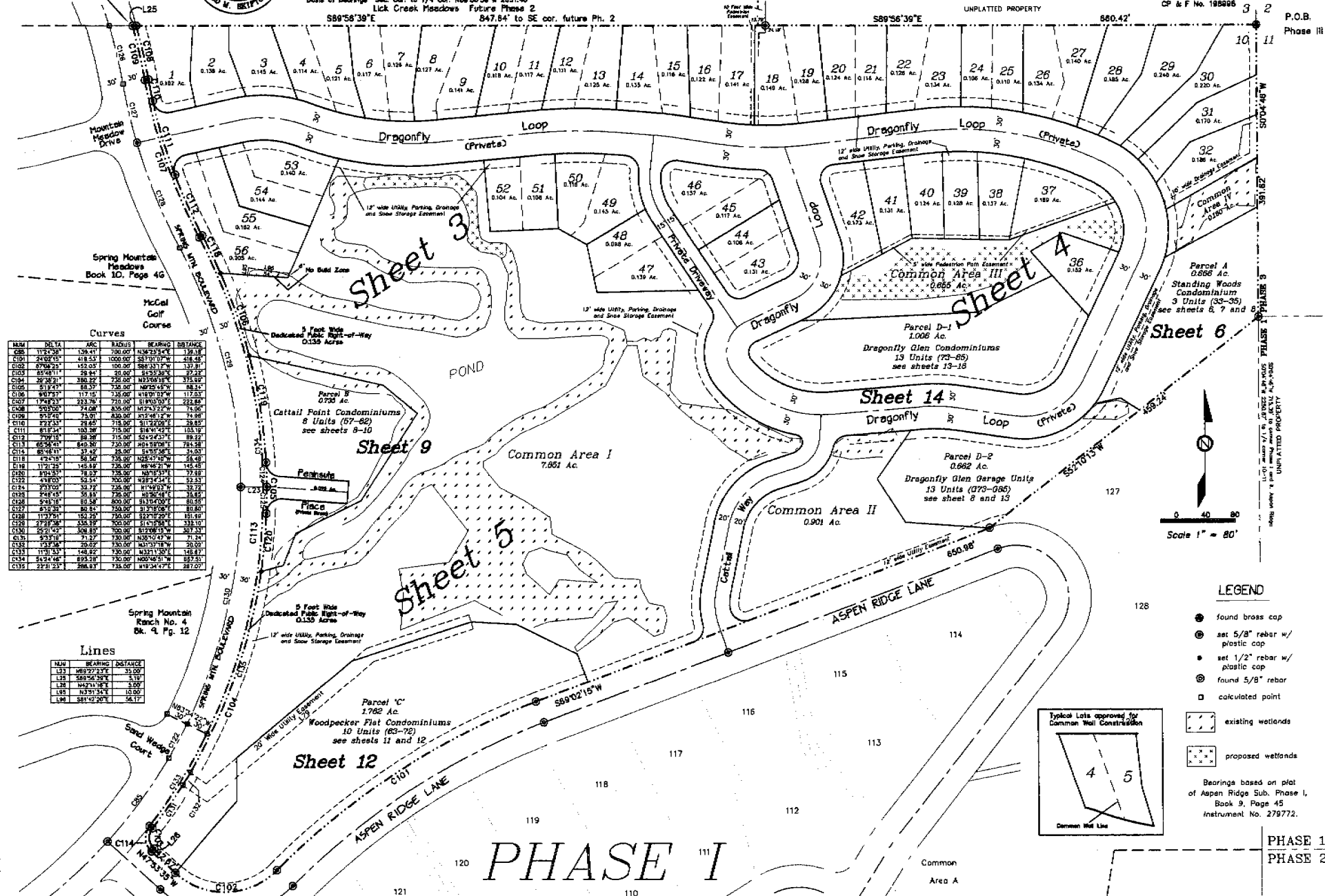
CP & F No. 198003

Bois de Beauregard Sec. Cor. to 1/4 Cor. N89°58'30"W 2831.46'
Lick Creek Meadows Future Phase 2
S89°58'39"E 847.84' to SE cor. future Ph. 2

UNPLATTED PROPERTY

CP & F No. 198005

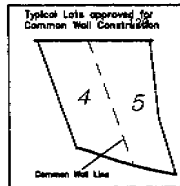
P.O.B.
Phase III



LINE	BEARING	DISTANCE
C101	N89°58'30"W	1118.10'
C102	S89°58'39"E	847.84'
C103	N89°58'30"W	1118.10'
C104	S89°58'39"E	847.84'
C105	N89°58'30"W	1118.10'
C106	S89°58'39"E	847.84'
C107	N89°58'30"W	1118.10'
C108	S89°58'39"E	847.84'
C109	N89°58'30"W	1118.10'
C110	S89°58'39"E	847.84'
C111	N89°58'30"W	1118.10'
C112	S89°58'39"E	847.84'
C113	N89°58'30"W	1118.10'
C114	S89°58'39"E	847.84'
C115	N89°58'30"W	1118.10'
C116	S89°58'39"E	847.84'
C117	N89°58'30"W	1118.10'
C118	S89°58'39"E	847.84'
C119	N89°58'30"W	1118.10'
C120	S89°58'39"E	847.84'
C121	N89°58'30"W	1118.10'
C122	S89°58'39"E	847.84'
C123	N89°58'30"W	1118.10'
C124	S89°58'39"E	847.84'
C125	N89°58'30"W	1118.10'
C126	S89°58'39"E	847.84'
C127	N89°58'30"W	1118.10'
C128	S89°58'39"E	847.84'
C129	N89°58'30"W	1118.10'
C130	S89°58'39"E	847.84'
C131	N89°58'30"W	1118.10'
C132	S89°58'39"E	847.84'
C133	N89°58'30"W	1118.10'
C134	S89°58'39"E	847.84'
C135	N89°58'30"W	1118.10'
C136	S89°58'39"E	847.84'
C137	N89°58'30"W	1118.10'
C138	S89°58'39"E	847.84'
C139	N89°58'30"W	1118.10'
C140	S89°58'39"E	847.84'
C141	N89°58'30"W	1118.10'
C142	S89°58'39"E	847.84'
C143	N89°58'30"W	1118.10'
C144	S89°58'39"E	847.84'
C145	N89°58'30"W	1118.10'
C146	S89°58'39"E	847.84'
C147	N89°58'30"W	1118.10'
C148	S89°58'39"E	847.84'
C149	N89°58'30"W	1118.10'
C150	S89°58'39"E	847.84'
C151	N89°58'30"W	1118.10'
C152	S89°58'39"E	847.84'
C153	N89°58'30"W	1118.10'
C154	S89°58'39"E	847.84'
C155	N89°58'30"W	1118.10'
C156	S89°58'39"E	847.84'
C157	N89°58'30"W	1118.10'
C158	S89°58'39"E	847.84'
C159	N89°58'30"W	1118.10'
C160	S89°58'39"E	847.84'
C161	N89°58'30"W	1118.10'
C162	S89°58'39"E	847.84'
C163	N89°58'30"W	1118.10'
C164	S89°58'39"E	847.84'
C165	N89°58'30"W	1118.10'
C166	S89°58'39"E	847.84'
C167	N89°58'30"W	1118.10'
C168	S89°58'39"E	847.84'
C169	N89°58'30"W	1118.10'
C170	S89°58'39"E	847.84'
C171	N89°58'30"W	1118.10'
C172	S89°58'39"E	847.84'
C173	N89°58'30"W	1118.10'
C174	S89°58'39"E	847.84'
C175	N89°58'30"W	1118.10'
C176	S89°58'39"E	847.84'
C177	N89°58'30"W	1118.10'
C178	S89°58'39"E	847.84'
C179	N89°58'30"W	1118.10'
C180	S89°58'39"E	847.84'
C181	N89°58'30"W	1118.10'
C182	S89°58'39"E	847.84'
C183	N89°58'30"W	1118.10'
C184	S89°58'39"E	847.84'
C185	N89°58'30"W	1118.10'
C186	S89°58'39"E	847.84'
C187	N89°58'30"W	1118.10'
C188	S89°58'39"E	847.84'
C189	N89°58'30"W	1118.10'
C190	S89°58'39"E	847.84'
C191	N89°58'30"W	1118.10'
C192	S89°58'39"E	847.84'
C193	N89°58'30"W	1118.10'
C194	S89°58'39"E	847.84'
C195	N89°58'30"W	1118.10'
C196	S89°58'39"E	847.84'
C197	N89°58'30"W	1118.10'
C198	S89°58'39"E	847.84'
C199	N89°58'30"W	1118.10'
C200	S89°58'39"E	847.84'

LEGEND

- found brass cap
 - ⊙ set 5/8" rebar w/ plastic cap
 - ⊙ set 1/2" rebar w/ plastic cap
 - ⊙ found 5/8" rebar
 - calculated point
 - ▨ existing wetlands
 - ▨ proposed wetlands
- Bearings based on plat of Aspen Ridge Sub. Phase I, Book 9, Page 45, Instrument No. 278772.



PHASE 1
PHASE 2

ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho

25.868 ACRES
85 UNITS

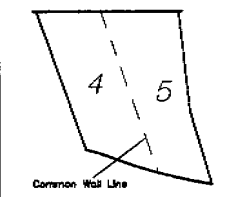
N89°56'39"W 1118.10'
to 1/4 cor.
brass cap
CP & F No. 199003



Book _____ Page _____ of Plats

18 foot wide utility, parking, drainage and moor storage
easement along all roads.
EXCEPT WHERE OTHERWISE SHOWN ON PLAT.

Typical Lots approved for
Common Wall Construction



LEGEND

- found brass cap
 - set aluminum cap
 - set 5/8" rebar w/
plastic cap
 - set 1/2" rebar w/
plastic cap
 - found 5/8" rebar
 - calculated point
 - ▨ existing wetlands
 - ▨ proposed wetlands
- Bearings based on plat of
Aspen Ridge Sub. Phase I,
Book 9, Page 45
Instrument No. 279772.

Lines

NUM	BEARING	DISTANCE
L1	S51°17'24"E	30.55'
L2	S51°17'24"E	21.13'
L3	N18°07'02"W	83.29'
L4	N18°07'02"W	48.69'
L12	N45°12'28"E	24.22'
L13	S85°40'40"E	15.34'
L14	S74°52'34"W	30.98'
L15	S21°37'24"W	48.34'
L16	S00°03'21"W	33.70'
L17	N84°42'36"E	5.36'
L18	N80°19'13"W	43.38'
L19	N80°19'13"W	24.23'
L20	N80°19'13"W	18.15'
L23	N89°27'23"E	33.00'
L25	S89°36'38"E	3.19'
L33	S81°30'05"E	14.22'
L91	S88°03'39"E	92.70'
L92	S88°03'39"E	109.27'
L93	S88°03'39"E	87.36'
L94	N35°56'21"E	30.00'
L95	N35°56'21"E	10.00'
L96	S81°42'20"E	56.17'

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	32°39'02"	91.18'	160.00'	N85°54'39"W	88.95'
C2	25°42'18"	179.45'	400.00'	S82°26'16"E	177.95'
C3	9°38'44"	105.89'	830.00'	S89°30'58"W	105.57'
C12	40°01'37"	62.87'	90.00'	S15°48'58"E	81.60'
C16	41°03'35"	31.34'	430.00'	N83°35'22"W	31.34'
C23	88°40'45"	31.30'	20.00'	S57°23'48"E	28.20'
C24	51°22'22"	17.54'	190.00'	S80°24'31"W	17.53'
C25	21°04'24"	69.88'	180.00'	N86°24'38"W	69.43'
C26	8°57'18"	20.85'	180.00'	N72°43'45"W	20.84'
C27	51°42'24"	33.84'	370.00'	S72°12'20"E	33.85'
C28	8°09'57"	39.82'	370.00'	S73°34'31"E	39.80'
C29	57°20'54"	33.59'	370.00'	S83°03'33"E	33.58'
C30	51°01'10"	33.38'	370.00'	N88°46'41"W	33.37'
C31	35°53'39"	25.36'	370.00'	S86°40'25"W	25.36'
C32	0°58'41"	10.88'	860.00'	S85°10'58"W	10.88'
C33	3°46'52"	43.58'	860.00'	S87°32'43"W	43.55'
C34	45°31'24"	56.29'	860.00'	N88°07'18"W	56.27'
C35	2°59'18"	23.89'	480.00'	N82°58'45"W	23.89'
C38	1°11'15"	9.53'	460.00'	N85°05'02"W	9.53'
C69	44°01'38"	22.35'	20.00'	N1°48'58"W	21.21'
C70	88°01'03"	60.34'	75.00'	S41°18'44"E	64.98'
C77	95°42'07"	33.41'	20.00'	S50°38'51"W	29.65'
C78	38°37'33"	47.84'	75.00'	S15°30'59"E	47.13'
C79	89°59'03"	31.41'	20.00'	N40°41'08"W	28.28'
C80	7°09'52"	57.52'	460.00'	S85°05'01"E	57.48'
C81	17°52'51"	134.19'	430.00'	S86°20'59"E	133.65'
C82	74°29'25"	58.72'	430.00'	S73°29'51"E	58.67'
C83	8°23'29"	66.93'	600.00'	S89°51'18"E	66.90'
C84	52°38'02"	74.08'	150.00'	N85°54'59"W	73.08'
C86	88°55'50"	34.42'	30.00'	S28°27'55"W	30.32'
C84	10°07'20"	18.55'	105.00'	S78°46'07"E	18.53'
C85	28°00'49"	51.34'	105.00'	S8°42'02"E	50.83'
C87	21°42'22"	23.45'	600.00'	S85°49'48"W	23.45'
C98	91°42'14"	32.01'	20.00'	S48°05'15"W	20.80'
C99	82°58'00"	28.98'	20.00'	N44°34'39"W	28.50'
C103	51°19'47"	68.37'	735.00'	N07°26'45"W	68.34'
C106	9°07'57"	117.15'	735.00'	N19°01'02"W	117.03'
C107	17°48'23"	223.76'	720.00'	S19°05'03"E	222.86'
C108	5°06'00"	74.08'	835.00'	N12°43'22"W	74.08'
C109	51°04'40"	75.01'	830.00'	N12°46'12"W	74.98'
C110	2°22'33"	52.65'	715.00'	S18°22'08"E	52.65'
C111	8°48'54"	103.28'	715.00'	S16°41'42"E	103.18'
C112	7°06'15"	88.28'	715.00'	S24°24'37"E	89.22'
C113	55°56'41"	840.20'	730.00'	N4°58'06"E	794.58'
C118	4°24'15"	56.50'	735.00'	N25°47'10"W	56.48'
C119	11°21'25"	145.69'	735.00'	N8°48'21"W	145.45'
C120	8°04'57"	78.03'	735.00'	N5°16'08"E	77.99'
C121	0°58'54"	10.28'	600.00'	N68°10'07"W	10.28'
C124	2°33'02"	32.72'	735.00'	N1°49'03"W	32.72'
C125	2°48'45"	35.65'	735.00'	N0°50'48"E	35.65'
C128	5°46'16"	80.58'	800.00'	S13°04'00"E	80.55'
C127	6°10'32"	80.84'	750.00'	S13°16'08"E	80.80'
C128	11°37'51"	152.25'	750.00'	S22°10'20"E	151.99'
C129	27°26'38"	135.29'	700.00'	S41°15'56"E	132.10'
C130	25°21'42"	308.85'	700.00'	S12°08'15"W	307.32'
C134	54°24'48"	693.28'	730.00'	N00°48'51"W	667.51'

KERR SURVEYING, McCall, Idaho 2006

Sheet 3 of 17

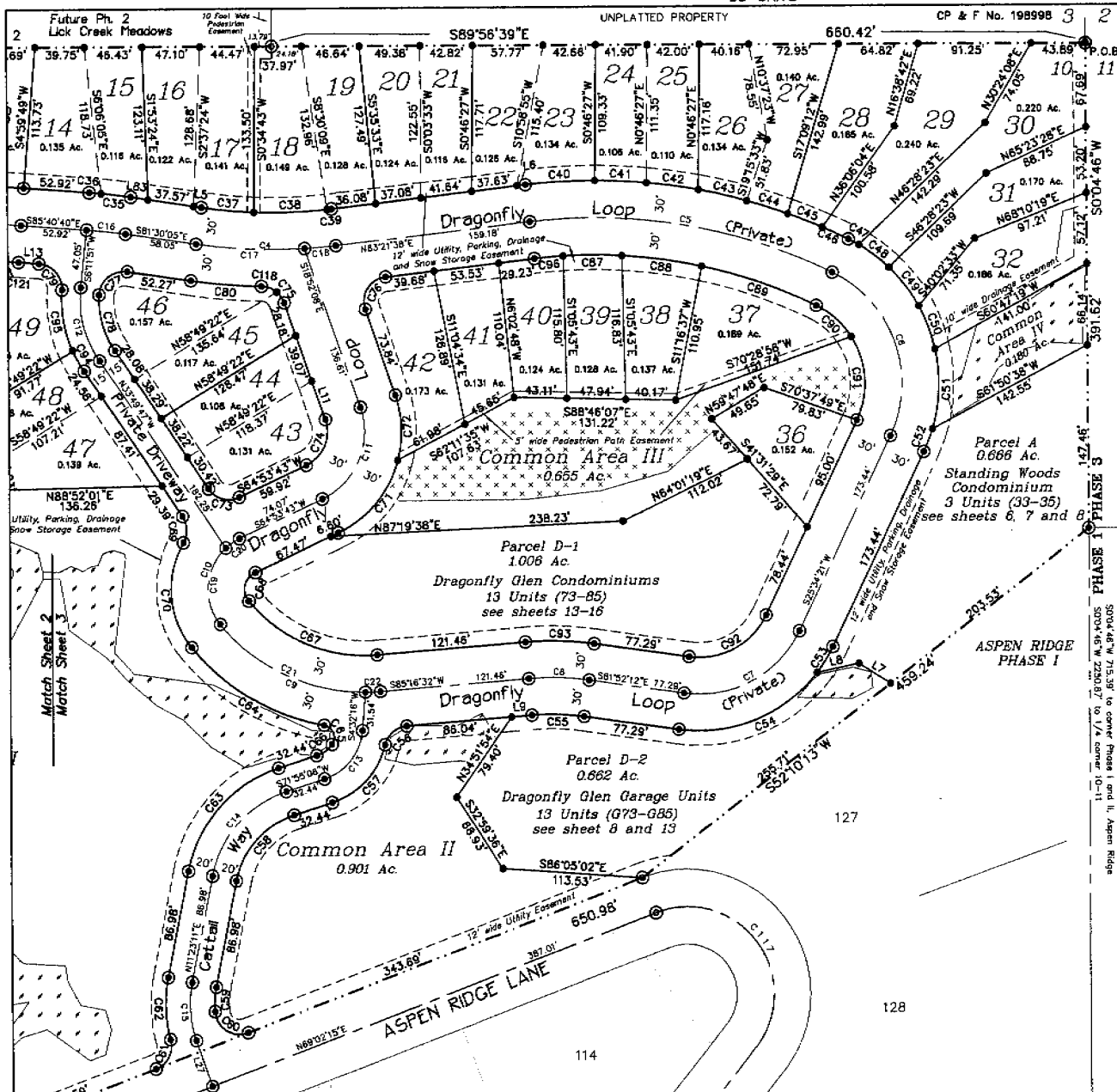
1803101

12 foot wide utility, parking, drainage and snow storage easement along all roads
EXCEPT WHERE OTHERWISE SHOWN ON PLAT.

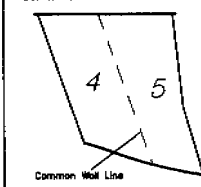
ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho

25.868 ACRES
85 UNITS



Typical Lots approved for
Common Wall Construction



Curves

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C4	15'08"17"	115.61	430.00	S89°04'14"E	113.28
C5	32°30'08"	252.16	440.00	N80°31'18"W	248.72
C6	89°22'35"	155.99	100.00	N19°06'57"W	140.55
C7	72°33'28"	113.97	80.00	N61°51'05"E	106.51
C8	12°51'16"	49.36	220.00	N88°17'50"W	49.25
C9	55°54'16"	146.36	150.00	S66°46'20"E	140.62
C10	103°42'55"	81.46	45.00	S13°02'15"W	70.78
C11	83°45'51"	87.72	60.00	N23°00'47"E	80.11
C12	40°01'37"	62.87	50.00	S13°48'58"E	61.60
C13	67°22'50"	52.92	45.00	N38°13'41"E	49.92
C14	60°33'55"	95.08	90.00	S41°39'09"W	90.72
C15	30°18'40"	47.81	90.00	S3°48'07"E	47.06
C16	41°03'35"	31.34	430.00	N83°35'22"W	31.34
C17	11°44'57"	68.18	430.00	S87°22'54"E	88.02
C18	32°23'20"	25.43	430.00	N85°03'18"E	25.43
C19	86°33'01"	67.98	45.00	S42°19'18"W	61.70
C20	17°08'54"	13.48	45.00	S42°19'18"W	13.43
C21	51°13'27"	134.11	150.00	S84°25'55"E	129.68
C22	44°40'49"	12.25	150.00	N87°36'57"E	12.25
C23	25°59'19"	23.99	480.00	N82°59'45"W	23.99
C24	11°11'15"	9.53	480.00	N85°05'02"W	9.53
C25	6°09'46"	43.02	400.00	S84°34'58"E	43.00
C26	82°37'39"	56.07	400.00	S88°06'19"W	59.01
C27	0°30'52"	1.59	400.00	N87°01'08"W	1.59
C28	83°43'49"	58.58	470.00	S85°46'32"W	56.54
C29	41°50'48"	41.95	470.00	N87°10'09"W	41.93
C30	50°08'44"	42.35	470.00	N82°02'53"W	42.33
C31	45°34'46"	40.18	470.00	N77°01'08"W	40.15
C32	41°16'15"	35.03	470.00	N72°28'06"W	35.03
C33	33°29'28"	30.01	470.00	N68°28'16"W	30.00
C34	25°01'17"	23.28	470.00	N65°15'23"W	23.28
C35	47°17'05"	9.73	470.00	N61°10'39"W	9.72
C36	13°28'41"	30.47	130.00	N52°48'14"W	30.40
C37	17°30'36"	39.73	130.00	N37°20'05"W	39.57
C38	16°34'57"	37.62	130.00	N20°17'18"W	37.49
C39	28°47'48"	65.34	130.00	N22°40'31"E	64.65
C40	8°46'23"	19.91	130.00	N21°11'09"E	19.89
C41	11°45'17"	24.62	120.00	N31°28'59"E	24.58
C42	40°48'11"	127.35	120.00	N67°43'47"E	121.45
C43	12°51'16"	42.83	180.00	N87°17'50"W	42.54
C44	71°45'04"	25.05	20.00	N49°24'02"E	23.44
C45	58°25'34"	66.24	65.00	N42°43'19"E	63.41
C46	60°31'55"	73.95	70.00	S41°39'09"W	70.56
C47	18°10'54"	19.77	70.00	S37°44'44"W	19.70
C48	106°10'02"	37.06	20.00	S57°52'44"E	31.98
C49	83°51'08"	29.37	20.00	N27°08'41"E	28.73
C50	28°12'04"	50.30	110.00	S14°25'11"E	49.87
C51	60°33'55"	116.21	110.00	S41°39'09"W	110.89
C52	40°31'34"	127.32	180.00	S58°04'59"E	124.68
C53	115°29'45"	20.16	10.00	N21°35'54"W	16.91
C54	35°46'07"	15.61	25.00	N54°02'02"E	15.35
C55	55°54'16"	117.09	120.00	N66°46'20"W	112.50
C56	103°42'55"	27.15	13.00	N13°02'15"W	23.59
C57	84°01'38"	22.35	20.00	N14°58'58"W	21.21
C58	89°01'03"	90.34	75.00	S4°18'41"E	84.98
C59	49°43'42"	78.11	90.00	N40°01'52"E	75.58
C60	34°02'09"	53.46	90.00	N15°01'04"W	52.68
C61	81°16'30"	28.37	20.00	S74°28'02"E	26.05
C62	83°45'51"	43.86	30.00	S23°00'47"W	40.06
C63	31°07'23"	10.66	20.00	S34°25'50"E	10.73
C64	102°13'46"	35.88	20.00	N21°44'51"E	31.14
C65	85°42'07"	33.41	20.00	N18°38'51"E	29.66
C66	36°37'35"	47.94	75.00	N15°30'59"W	47.13
C67	89°59'03"	31.41	20.00	N40°41'09"W	28.28
C68	70°59'52"	57.52	480.00	S85°05'01"E	57.48
C69	64°11'54"	47.93	410.00	S89°59'55"W	47.90
C70	90°30'06"	64.77	410.00	S82°07'35"E	64.71
C71	134°47'47"	96.73	410.00	N70°42'09"W	92.45
C72	31°39'35"	38.68	70.00	N47°56'27"W	38.19
C73	57°43'00"	70.51	70.00	N37°10'10"W	67.57
C74	72°33'28"	75.98	60.00	S61°51'05"W	71.01
C75	12°54'16"	56.09	250.00	N88°17'50"W	55.97
C76	10°07'20"	16.55	105.00	S28°46'07"E	16.53
C77	28°00'48"	51.34	105.00	S9°42'02"E	50.83
C78	31°7'21"	23.54	410.00	N65°00'18"E	23.53
C79	146°57'45"	181.69	70.00	N36°28'52"W	134.90
C80	36°40'26"	13.50	20.00	S69°18'44"E	13.28

LEGEND

- found brass cap
 - set 5/8" rebar w/ plastic cap
 - set 1/2" rebar w/ plastic cap
 - ⊙ found 5/8" rebar
 - calculated point
 - ▨ existing wetlands
 - ▨ proposed wetlands
- Bearings based on plat of Aspen Ridge Sub. Phase I, Book 9, Page 45, Instrument No. 279772.

Lines

NUM	BEARING	DISTANCE
L5	S81°30'05"E	6.26
L6	N85°21'38"E	6.76
L7	S57°17'45"E	30.37
L8	N77°48'15"E	34.82
L9	S85°16'32"W	18.43
L10	S18°52'08"E	33.01
L11	S85°40'40"E	16.34
L12	N18°55'29"W	39.30
L13	N81°30'05"W	14.22

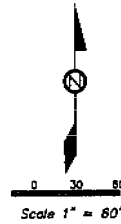
ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho

25.868 ACRES
85 UNITS



Book _____ Page _____ of Plats _____



LEGEND

- found brass cap
- ⊙ set aluminum cap
- ⊙ set 5/8" rebar w/
plastic cap
- ⊙ set 1/2" rebar w/
plastic cap
- ⊙ found 5/8" rebar
- calculated point

- existing wetlands
- proposed wetlands

Bearings based on plat
of Aspen Ridge Sub. Phase I,
Book 9, Page 45
Instrument No. 279772.

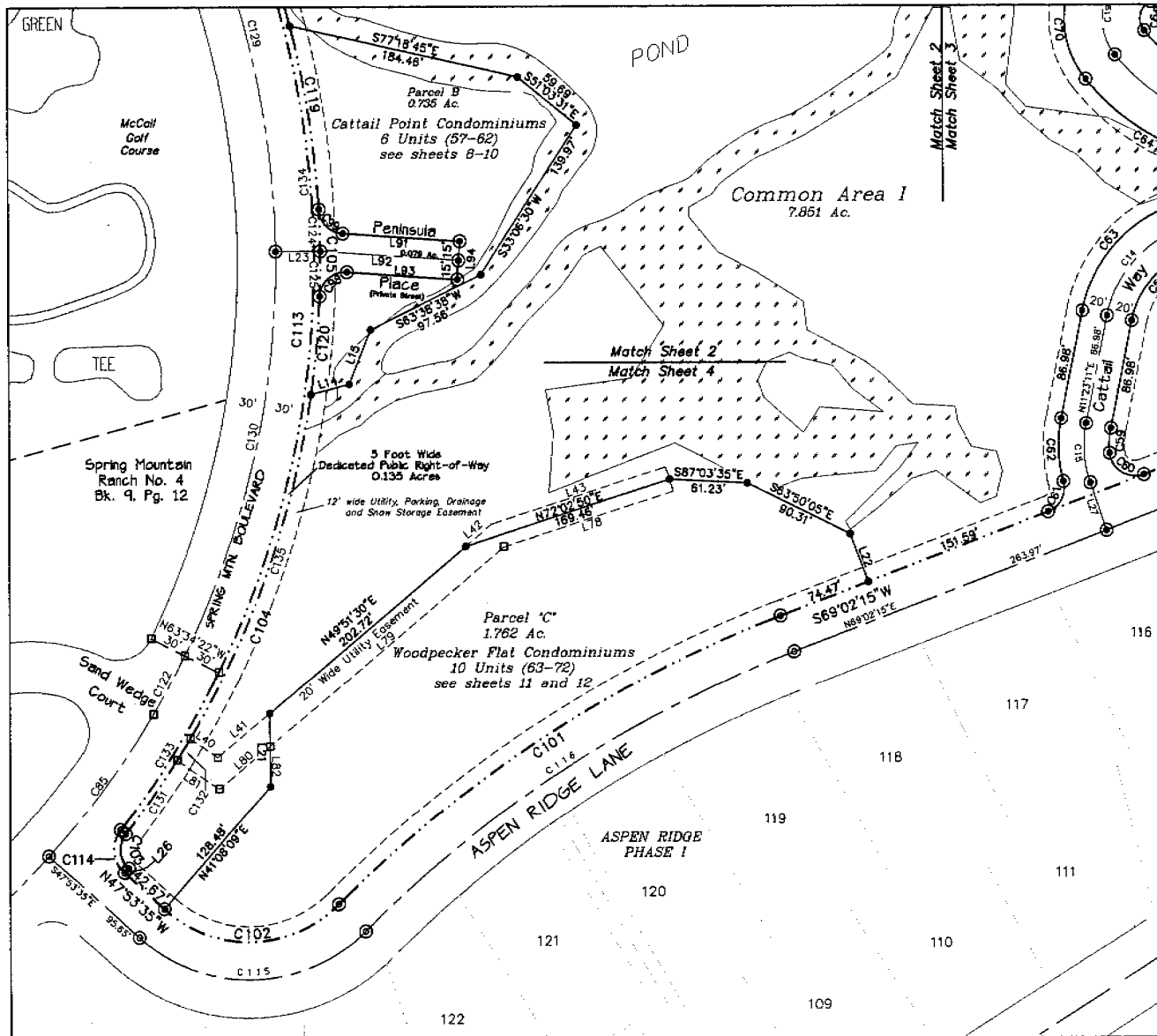
Lines

NUM	BEARING	DISTANCE
L14	S74°52'34"W	30.98'
L15	N21°37'24"E	46.34'
L21	N0°36'33"W	57.71'
L22	S20°57'45"E	40.26'
L23	N89°27'23"E	35.00'
L26	S42°11'16"W	5.00'
L40	S55°50'45"E	28.47'
L41	N49°51'30"E	53.70'
L42	N49°51'30"E	28.48'
L43	N72°02'50"E	144.94'
L78	N72°02'50"E	141.02'
L79	N49°51'30"E	241.76'
L80	N49°51'30"E	32.58'
L81	S55°50'45"E	40.73'
L82	N0°36'33"W	31.79'
L91	S86°03'39"E	92.70'
L92	S86°03'39"E	109.27'
L93	S86°03'39"E	87.36'
L94	N3°56'21"E	30.00'

Curves

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C10	103°42'55"	81.46'	45.00'	S130°21'5"W	70.78'
C14	80°31'55"	93.08'	90.00'	S41°36'09"W	90.72'
C15	30°18'40"	47.61'	90.00'	S3°46'09"E	47.06'
C19	86°33'01"	67.98'	45.00'	S42°11'16"W	61.70'
C58	80°31'55"	73.65'	70.00'	N41°39'09"E	70.56'
C59	16°10'54"	18.77'	70.00'	N31°7'44"E	19.70'
C60	106°10'02"	37.06'	20.00'	N57°52'44"W	31.96'
C61	83°51'08"	29.27'	20.00'	N27°08'41"E	26.73'
C62	26°12'04"	50.30'	110.00'	S14°25'51"E	49.87'
C63	6°03'35"	116.21'	110.00'	S41°36'09"W	110.88'
C94	40°31'34"	127.32'	180.00'	S59°04'56"E	124.88'
C68	103°42'55"	27.15'	15.00'	N130°21'5"E	23.59'
C70	69°01'03"	90.34'	75.00'	S41°6'41"E	84.98'
C85	11°24'36"	139.41'	700.00'	N36°25'54"E	139.18'
C86	91°42'14"	32.01'	20.00'	S48°05'15"W	20.60'
C99	82°58'00"	28.66'	20.00'	N44°34'39"W	26.50'
C98	89°14'26"	31.13'	20.00'	S46°31'17"E	28.10'
C99	89°14'26"	31.15'	20.00'	N50°11'52"W	28.10'
C101	24°02'15"	419.53'	1000.00'	S57°01'07"W	416.46'
C102	87°06'25"	152.03'	100.00'	S88°33'12"W	137.61'
C103	85°46'11"	29.94'	20.00'	S4°55'39"E	27.22'
C104	29°38'21"	380.22'	735.00'	N23°08'16"E	375.99'
C105	51°9'47"	68.37'	735.00'	N0°25'45"W	88.34'
C113	65°56'41"	840.20'	730.00'	N45°59'06"E	784.58'
C114	85°46'11"	37.42'	25.00'	S4°55'39"E	34.03'
C115	87°06'25"	197.64'	130.00'	N88°33'12"E	179.15'
C116	24°02'15"	406.95'	970.00'	S57°01'07"W	403.97'
C119	11°21'25"	145.69'	735.00'	N8°46'21"W	145.45'
C120	6°04'57"	78.03'	735.00'	N51°6'37"E	77.99'
C122	47°8'03"	52.54'	700.00'	N28°34'34"E	52.53'
C124	2°53'02"	32.72'	735.00'	N149°03'5"W	32.72'
C125	2°48'45"	35.65'	735.00'	N0°50'46"E	35.65'
C129	27°26'36"	335.29'	700.00'	S147°53'56"E	332.10'
C130	25°21'42"	309.85'	700.00'	S120°8'15"W	307.33'
C131	5°33'19"	71.26'	735.00'	N35°10'47"E	71.24'
C132	1°33'38"	20.02'	735.00'	N31°37'18"E	20.02'
C133	11°31'53"	148.92'	730.00'	N32°11'30"E	146.67'
C134	54°24'48"	693.28'	730.00'	N00°46'51"W	687.51'
C135	22°31'23"	288.93'	735.00'	N19°34'47"E	287.07'

12 foot wide utility, parking, drainage and snow storage
easement along all roads.
EXCEPT WHERE OTHERWISE SHOWN ON PLAT.



ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,

City of McCall, Valley County, Idaho

85 UNITS



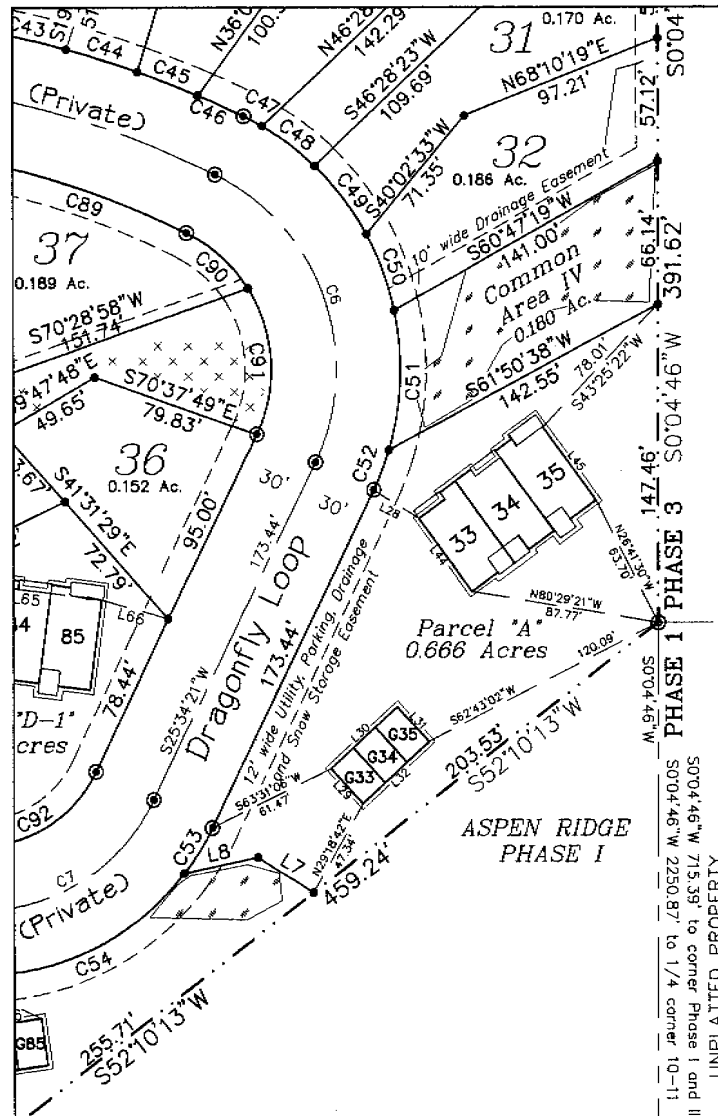
Book _____ Page _____ of Plats



SITEPLAN OF PARCEL "A" STANDING WOODS CONDOMINIUMS UNITS 33-35

See Sheet 7
Floor Plans and Cross Sections
UNITS 33-35

See Sheet 8
Three Bay Garage Typical
UNITS G33-G35



NOTES

The Standing Woods Exclusive Common Area is owned by the owners of the Standing Woods Condominium Units as described in the Supplemental Declaration and pursuant to Section 55-1505(1)(c) of the Idaho Code.

A non-exclusive right of ingress, egress, and support through the Standing Woods Exclusive Common Area is appurtenant to each Standing Woods Condominium Unit, and the Standing Woods Exclusive Common Area is subject to such rights.

Each Standing Woods Condominium Unit Owner shall have the right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the inner surfaces of the walls, ceilings, and floors, windows, and doors bounding their own Unit and the interior thereof.

The physical boundaries of each Standing Woods Condominium Unit are described in the Supplemental Declaration.

By purchase of any Unit depicted on the Plat, the purchaser of such Unit grants to Declarant, and Declarant hereby reserves, the sole and unilateral right, without the further consent of the purchaser, to amend this plat, or take such other action as is deemed necessary, in the Declarant's sole discretion, to conform the boundaries of the Units shown on this Plat to the Units "as built".

The side yard and rear yard setbacks on Parcels A, B, C and D-2 shall be 10 feet; The setbacks on Parcels A, B, C, and D-2 from Spring Mountain Boulevard right-of-way, the Dragonfly Loop right-of-way, the Aspen Ridge Lane right-of-way and the Peninsula Place right-of-way shall be 20 feet; The side yard and rear yard setbacks on Parcel D-1 shall be 5 feet, and the setback from Dragonfly Loop for Parcel D-1 shall be 15 feet.

18 foot wide utility, parking, drainage and snow storage easement along all roads EXCEPT WHERE OTHERWISE SHOWN ON PLAT.

Condominium ties are to foundation corners. Setbacks are determined from outermost building elements.

Lines

NUM	BEARING	DISTANCE
L7	S57°17'45"E	30.37'
L8	N77°46'15"E	34.82'
L28	S58°08'30"E	25.09'
L29	N42°44'05"W	22.00'
L30	N47°15'58"E	42.00'
L31	S42°44'02"E	22.00'
L32	S47°15'58"W	42.00'
L44	S36°11'48"E	42.00'
L45	S36°11'48"E	42.00'
L66	S74°11'25"E	32.33'

Curves

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C6	89°22'35"	155.99'	100.00'	N19°06'57"W	140.65'
C43	4°53'46"	40.16'	470.00'	N77°01'08"W	40.15'
C14	4°16'15"	35.03'	470.00'	N72°28'08"W	35.03'
C45	3°39'28"	30.01'	470.00'	N65°28'16"W	30.00'
C46	2°50'17"	23.28'	470.00'	N65°13'23"W	23.28'
C47	4°17'10"	9.73'	130.00'	N61°39'39"W	9.72'
C48	13°25'41"	30.47'	130.00'	N52°46'14"W	30.40'
C49	17°30'38"	39.73'	130.00'	N37°20'05"W	39.57'
C50	16°34'57"	37.62'	130.00'	N20°17'18"W	37.49'
C51	28°47'48"	65.34'	130.00'	N22°43'03"E	64.85'
C52	8°46'23"	19.91'	130.00'	N21°11'09"E	19.89'
C53	11°45'17"	24.62'	120.00'	N31°26'58"E	24.58'
C89	13°47'47"	98.73'	410.00'	N70°42'06"W	98.49'
C90	31°39'35"	38.66'	70.00'	N47°58'27"W	38.19'
C91	57°42'00"	70.51'	70.00'	N31°17'10"W	67.57'

LEGEND

- ⊙ set 5/8" rebar w/ plastic cap
- set 1/2" rebar w/ plastic cap
- ⊙ found 5/8" rebar



existing wetlands



proposed wetlands

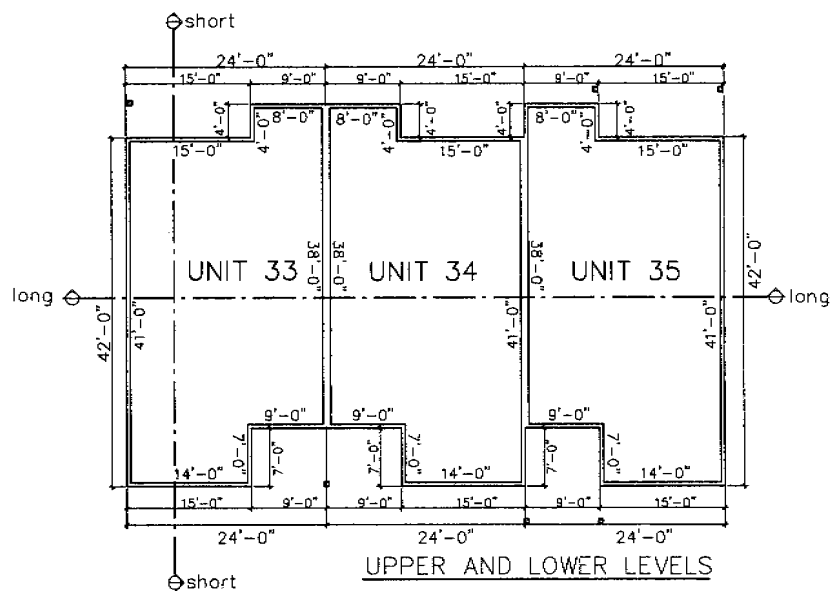
Bearings based on plat of Aspen Ridge Sub. Phase I, Book 9, Page 45, Instrument No. 279772.

ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho



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FLOORPLANS AND CROSS SECTIONS PARCEL "A" STANDING WOODS CONDOMINIUMS UNITS 33-35

See Sheet 6
SITE PLAN
STANDING WOODS CONDOMINIUMS

See Sheet 8
Floorplans and Cross Sections
Three Bay Garage Typical

NOTES

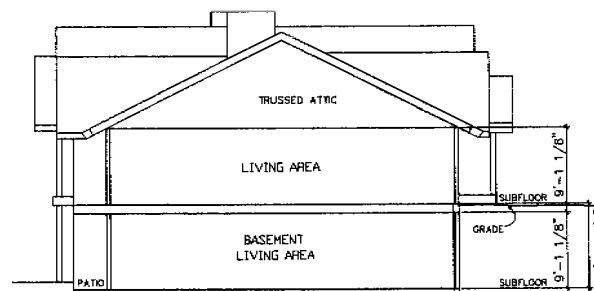
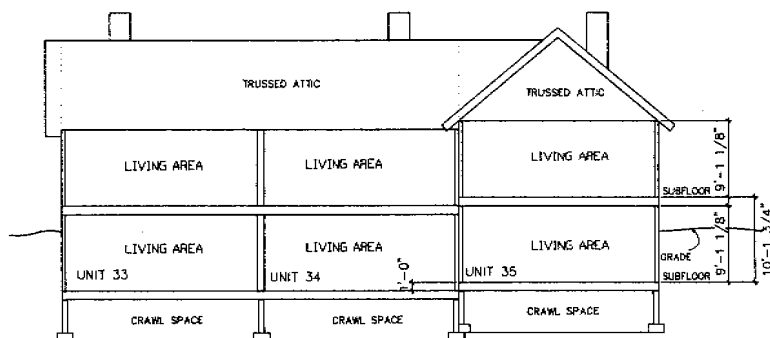
The Standing Woods Exclusive Common Area is owned by the owners of the Standing Woods Condominium Units as described in the Supplemental Declaration and pursuant to Section 55-1505(1)(c) of the Idaho Code.

A non-exclusive right of ingress, egress, and support through the Standing Woods Exclusive Common Area is appurtenant to each Standing Woods Condominium Unit, and the Standing Woods Exclusive Common Area is subject to such rights.

Each Standing Woods Condominium Unit Owner shall have the right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the inner surfaces of the walls, ceilings, and floors, windows, and doors bounding their own Unit and the interior thereof.

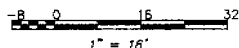
The physical boundaries of each Standing Woods Condominium Unit are described in the Supplemental Declaration.

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ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho



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Floorplans and Cross Sections
Two and Three Bay Garages
Parcels "A" and "D-2"
Units G33-G35 and G73-G85
Standing Woods Condominiums
Dragonfly Glen Condominiums

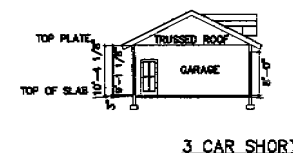
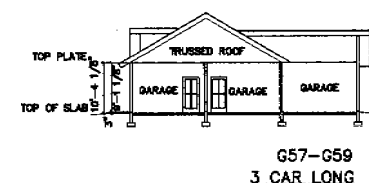
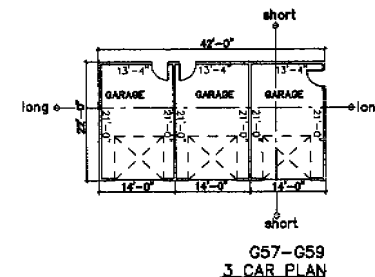
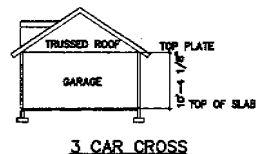
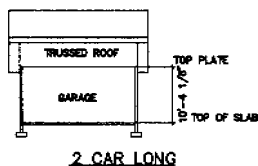
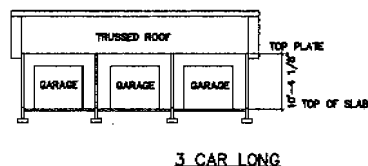
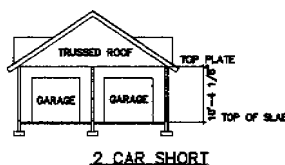
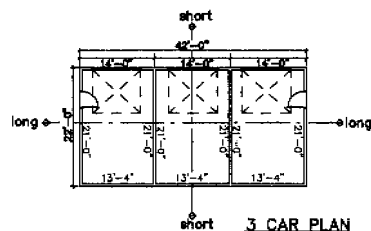
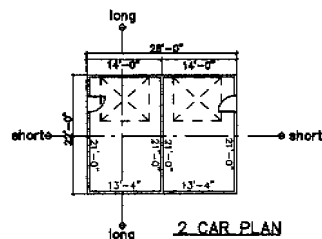
See Sheet 6
SITE PLAN
STANDING WOODS CONDOMINIUMS

See Sheet 13
SITE PLAN
DRAGONFLY GLEN CONDOMINIUMS

See Sheet 9
SITE PLAN
CATTAIL POINT CONDOMINIUMS

Floorplans and Cross Sections
Three Bay Garages
Parcel "B"
Units G57-G62
Cattail Point Condominiums

Floor Plan Units G57-G59
Units G60-G62 are the
Mirror Image of These Plans



STANDING WOODS NOTES

The Standing Woods Exclusive Common Area is owned by the owners of the Standing Woods Condominium Units as described in the Supplemental Declaration and pursuant to Section 55-1505(1)(c) of the Idaho Code.

A non-exclusive right of ingress, egress, and support through the Standing Woods Exclusive Common Area is appurtenant to each Standing Woods Condominium Unit, and the Standing Woods Exclusive Common Area is subject to such rights.

Each Standing Woods Condominium Unit Owner shall have the right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the inner surfaces of the walls, ceilings, and floors, windows, and doors bounding their own Unit and the interior thereof.

The physical boundaries of each Standing Woods Condominium Unit are described in the Supplemental Declaration.

By purchase of any Unit depicted on the Plat, the purchaser of such Unit grants to Declarant, and Declarant hereby reserves, the sole and unilateral right, without the further consent of the purchaser, to amend this plat, or take such other action as is deemed necessary, in the Declarant's sole discretion, to conform the boundaries of the Units shown on this Plat to the Units "as built".

DRAGONFLY GLEN NOTES

The Dragonfly Glen Exclusive Common Area is owned by the owners of the Dragonfly Glen Condominium Units as described in the Supplemental Declaration and pursuant to Section 55-1505(1)(c) of the Idaho Code.

A non-exclusive right of ingress, egress, and support through the Dragonfly Glen Exclusive Common Area is appurtenant to each Dragonfly Glen Condominium Unit, and the Dragonfly Glen Exclusive Common Area is subject to such rights.

Each Dragonfly Glen Condominium Unit Owner shall have the right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the inner surfaces of the walls, ceilings, and floors, windows, and doors bounding their own Unit and the interior thereof.

The physical boundaries of each Dragonfly Glen Condominium Unit are described in the Supplemental Declaration.

By purchase of any Unit depicted on the Plat, the purchaser of such Unit grants to Declarant, and Declarant hereby reserves, the sole and unilateral right, without the further consent of the purchaser, to amend this plat, or take such other action as is deemed necessary, in the Declarant's sole discretion, to conform the boundaries of the Units shown on this Plat to the Units "as built".

CATTAIL POINT NOTES

The Cattail Point Exclusive Common Area is owned by the owners of the Cattail Point Condominium Units as described in the Supplemental Declaration and pursuant to Section 55-1505(1)(c) of the Idaho Code.

A non-exclusive right of ingress, egress, and support through the Cattail Point Exclusive Common Area is appurtenant to each Cattail Point Condominium Unit, and the Cattail Point Exclusive Common Area is subject to such rights.

Each Cattail Point Condominium Unit Owner shall have the right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the inner surfaces of the walls, ceilings, and floors, windows, and doors bounding their own Unit and the interior thereof.

The physical boundaries of each Cattail Point Condominium Unit are described in the Supplemental Declaration.

By purchase of any Unit depicted on the Plat, the purchaser of such Unit grants to Declarant, and Declarant hereby reserves, the sole and unilateral right, without the further consent of the purchaser, to amend this plat, or take such other action as is deemed necessary, in the Declarant's sole discretion, to conform the boundaries of the Units shown on this Plat to the Units "as built".

ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho

85 UNITS

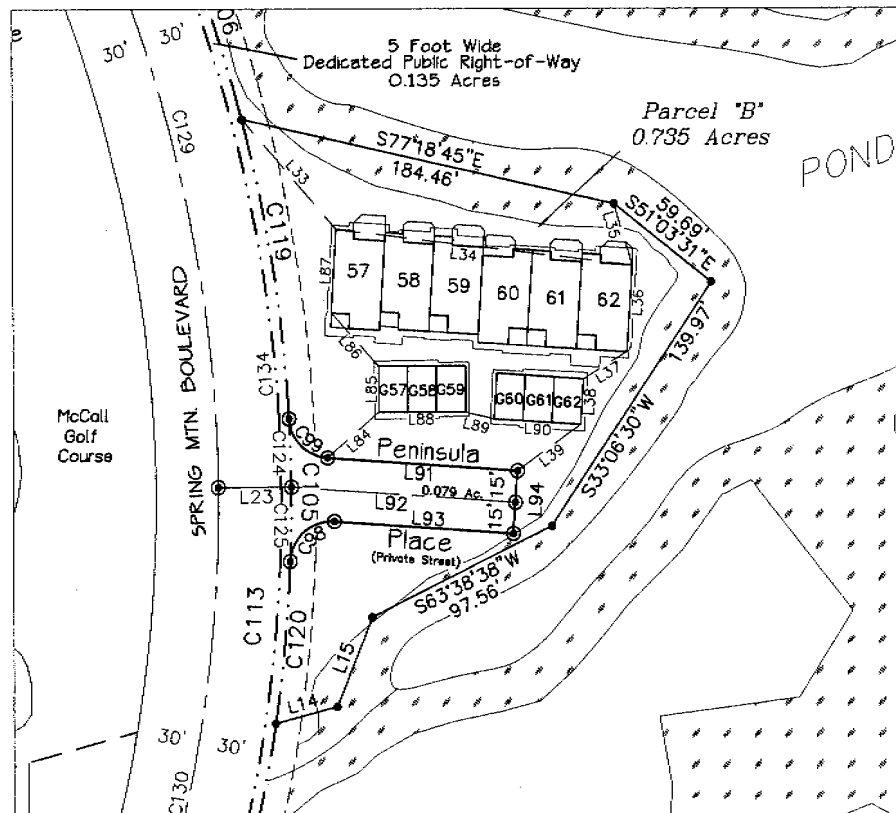


Book _____ Page _____ of Plats

SITEPLAN OF PARCEL "B" CATTAIL POINT CONDOMINIUMS UNITS 57-62

See Sheet 10
Floor Plans and Cross Sections
UNITS 57-62

See Sheet 8
Three Bay Garage Typical
UNITS G57-G62



ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho



Book _____ Page _____ of Plats

NOTES

The Cattail Point Exclusive Common Area is owned by the owners of the Cattail Point Condominium Units as described in the Supplemental Declaration and pursuant to Section 55-1505(1)(c) of the Idaho Code.

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NOTES

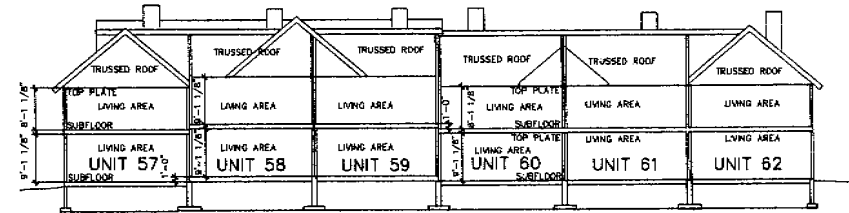
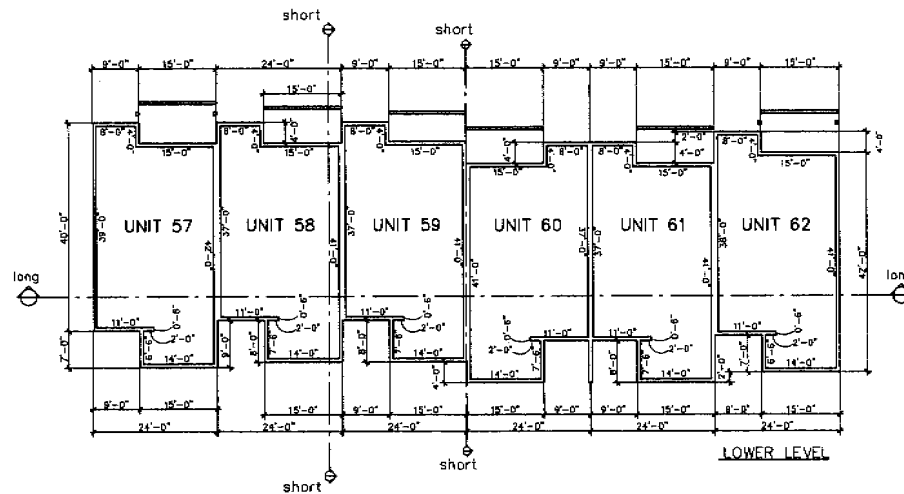
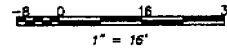
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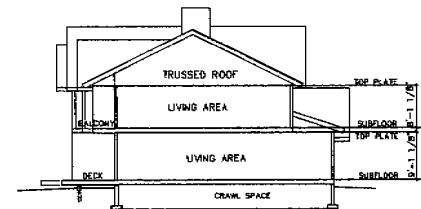
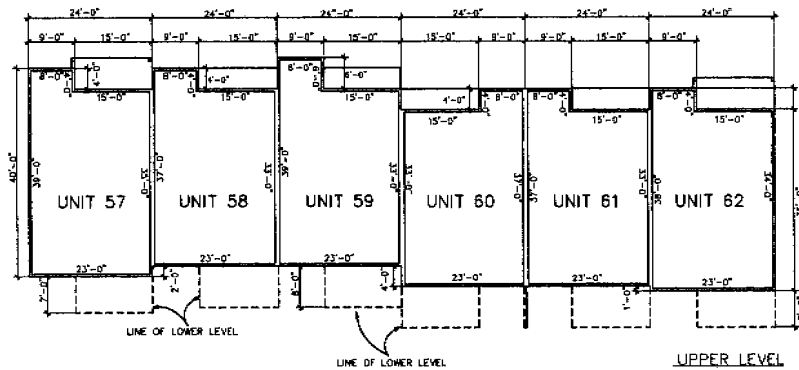
FLOORPLANS AND CROSS SECTIONS PARCEL "B" CATTAIL POINT CONDOMINIUMS UNITS 57-62

See Sheet 9
SITE PLAN
CATTAIL POINT CONDOMINIUMS

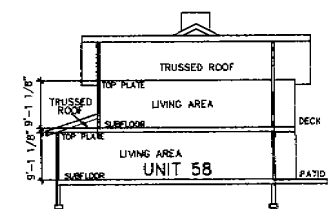
See Sheet 8
Floorplans and Cross Sections
3 Bay Garage - Units G57-G62



LONG CROSS



SHORT CROSS



SHORT CROSS - UNIT 58

ASPEN RIDGE III

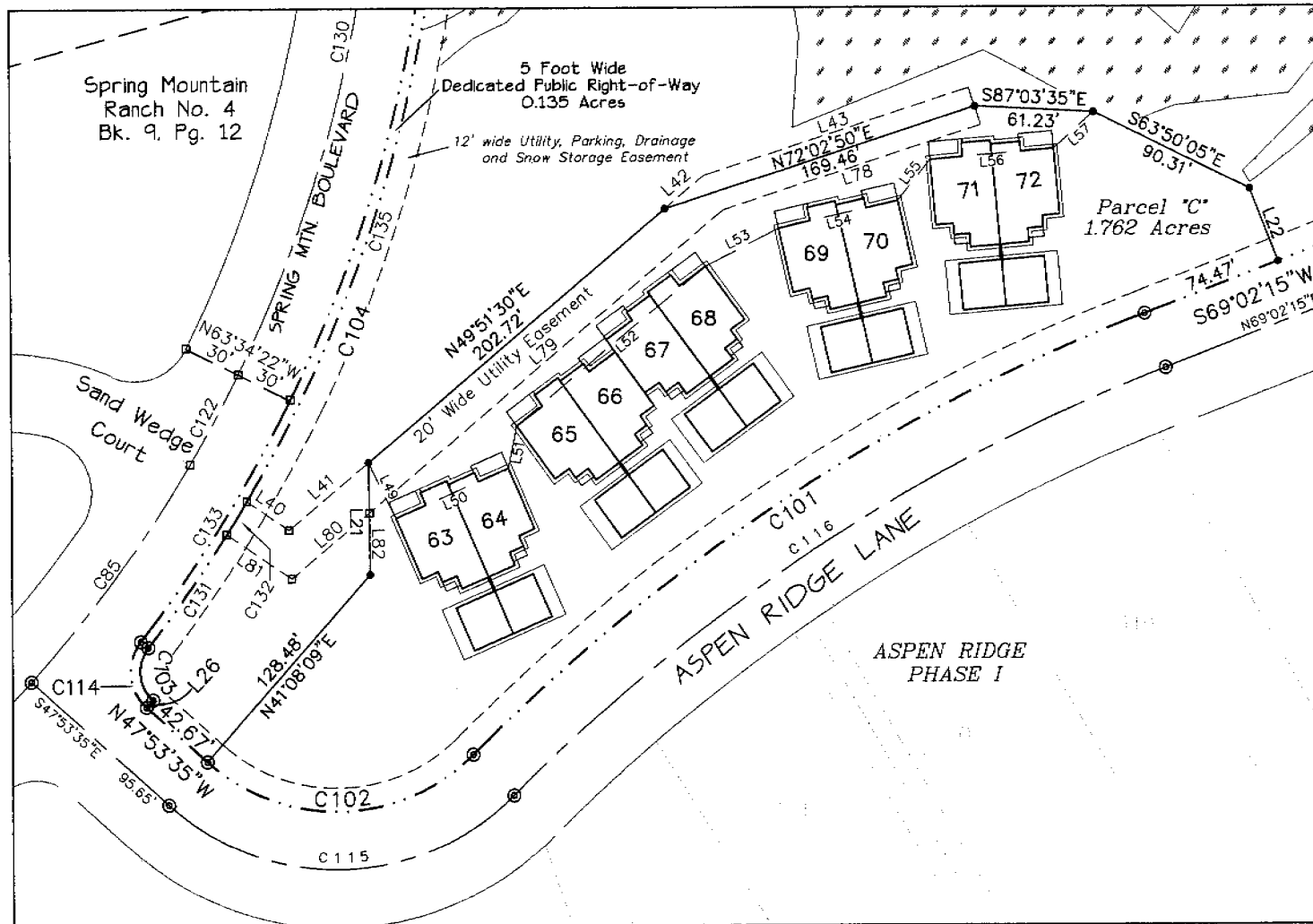
Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho

85 UNITS



Book _____ Page _____ of Plats

12 foot wide utility, parking, drainage and snow storage easement along all roads EXCEPT WHERE OTHERWISE SHOWN ON PLAT.



LEGEND

- found brass cap
- ⊙ set aluminum cap
- ⊙ set 5/8" rebar w/ plastic cap
- ⊙ set 1/2" rebar w/ plastic cap
- ⊙ found 5/8" rebar
- calculated point
- ⊙ existing wetlands
- ⊙ proposed wetlands

Bearings based on plot of Aspen Ridge Sub. Phase I, Book 9, Page 45, Instrument No. 279772.

Scale 1" = 40'

Lines		
NUM	BEARING	DISTANCE
L21	N0°38'33"W	57.71
L22	S05°47'45"E	40.28
L26	S42°11'18"W	5.00
L40	S55°50'48"E	26.47
L41	N49°51'30"E	53.70
L42	N49°51'30"E	26.48
L43	N72°02'50"E	144.94
L49	S28°03'43"E	31.98
L50	N62°40'42"E	64.00
L51	N11°19'04"E	22.45
L52	N50°22'21"E	128.25
L53	N62°07'32"E	42.65
L54	N77°13'30"E	64.00
L55	N38°31'43"E	26.92
L56	N85°00'35"E	84.00
L57	N47°48'12"E	27.85
L78	N72°02'50"E	141.02
L79	N49°51'30"E	241.76
L80	N49°51'30"E	52.38
L81	S55°50'48"E	40.73
L82	N0°38'33"W	31.79

Curves

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C85	11°24'38"	139.41'	700.00'	N36°25'54"E	139.18'
C101	24°02'15"	419.53'	1000.00'	S57°01'07"W	416.45'
C102	87°06'25"	152.03'	100.00'	N88°33'12"E	137.81'
C103	85°46'11"	29.94'	20.00'	S43°59'39"E	27.22'
C104	29°38'21"	380.22'	735.00'	N23°08'18"E	375.99'
C115	87°06'25"	197.64'	130.00'	N88°33'12"E	179.15'
C118	24°02'15"	406.95'	970.00'	S57°01'07"W	403.97'
C122	41°18'03"	57.54'	700.00'	N28°34'34"E	52.53'
C130	25°21'42"	309.85'	700.00'	S12°08'15"W	307.33'
C131	53°33'19"	71.27'	735.00'	N35°10'47"E	71.24'
C132	13°33'38"	20.02'	735.00'	N31°37'18"E	20.02'
C133	11°31'53"	146.92'	730.00'	N32°11'30"E	146.67'
C134	54°24'48"	693.28'	730.00'	N00°46'51"W	687.51'
C135	22°31'23"	286.93'	735.00'	N19°34'47"E	287.07'

Condominium lines are to foundation corners. Setbacks are determined from outermost building elements.

See Sheet 12
Floor Plans and Cross Sections
UNITS 63-72

See Sheet 12
Attached Two Bay Garage Typical
UNITS 63-72

SITEPLAN OF PARCEL "C"
WOODPECKER FLAT CONDOMINIUMS
UNITS 63-72

NOTES

The Woodpecker Flat Exclusive Common Area is owned by the owners of the Woodpecker Flat Condominium Units as described in the Supplemental Declaration and pursuant to Section 55-1505(1)(c) of the Idaho Code.

A non-exclusive right of ingress, egress, and support through the Woodpecker Flat Exclusive Common Area is appurtenant to each Woodpecker Flat Condominium Unit, and the Woodpecker Flat Exclusive Common Area is subject to such rights.

Each Woodpecker Flat Condominium Unit Owner shall have the right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the inner surfaces of the walls, ceilings, and floors, windows, and doors bounding their own Unit and the interior thereof.

The physical boundaries of each Woodpecker Flat Condominium Unit are described in the Supplemental Declaration.

NOTES

By purchase of any Unit depicted on the Plat, the purchaser of such Unit grants to Declarant, and Declarant hereby reserves, the sole and unilateral right, without the further consent of the purchaser, to amend this plat, or take such other action as is deemed necessary in the Declarant's sole discretion, to conform the boundaries of the Units shown on this Plat to the Units "as built".

The side yard and rear yard setbacks on Parcels A, B, C and D-2 shall be 10 feet; The setbacks on Parcels A, B, C, and D-2 from Spring Mountain Boulevard right-of-way, the Dragonfly Loop right-of-way, the Aspen Ridge Lane right-of-way and the Peninsula Place right-of-way shall be 20 feet; The side yard and rear yard setbacks on Parcel D-1 shall be 5 feet, and the setback from Dragonfly Loop for Parcel D-1 shall be 15 feet.

ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho



Book _____ Page _____ of Plats _____

NOTES

The Woodpecker Flat Exclusive Common Area is owned by the owners of the Woodpecker Flat Condominium Units as described in the Supplemental Declaration and pursuant to Section 55-1505(1)(a) of the Idaho Code.

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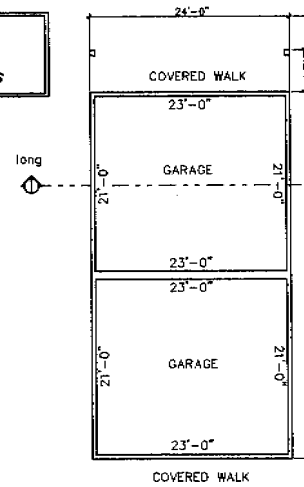
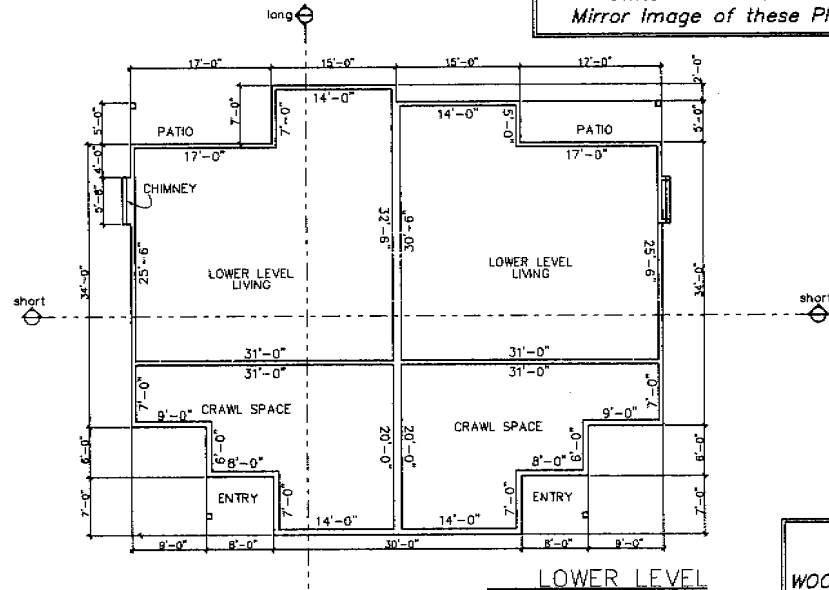
Each Woodpecker Flat Condominium Unit Owner shall have the right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the inner surfaces of the walls, ceilings, and floors, windows, and doors bounding their own Unit and the interior thereof.

The physical boundaries of each Woodpecker Flat Condominium Unit are described in the Supplemental Declaration.

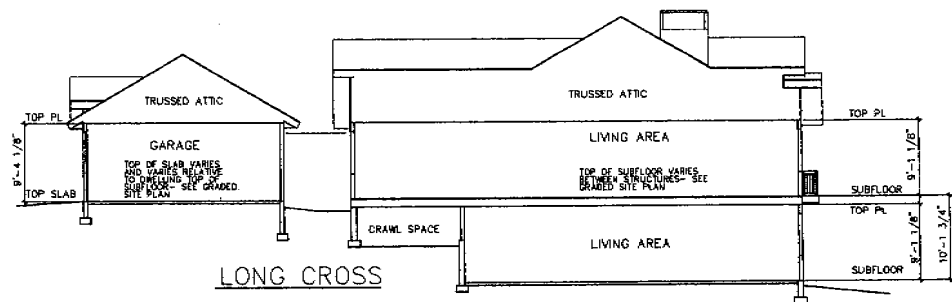
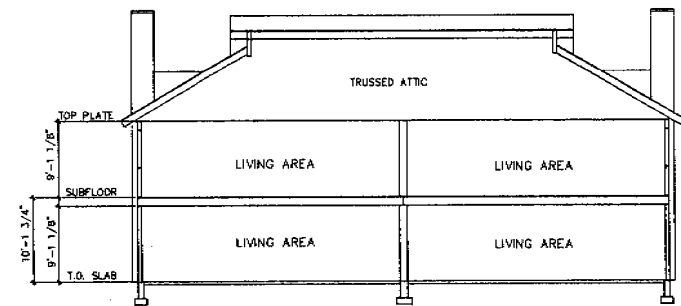
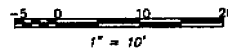
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FLOORPLANS AND CROSS SECTIONS WOODPECKER FLAT CONDOMINIUMS UNITS 63-72

Floorplans for Units 63-66
Units 67-68 are the
Mirror Image of these Plans



See Sheet 11
SITE PLAN
WOODPECKER FLAT CONDOMINIUMS



ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho

85 UNITS

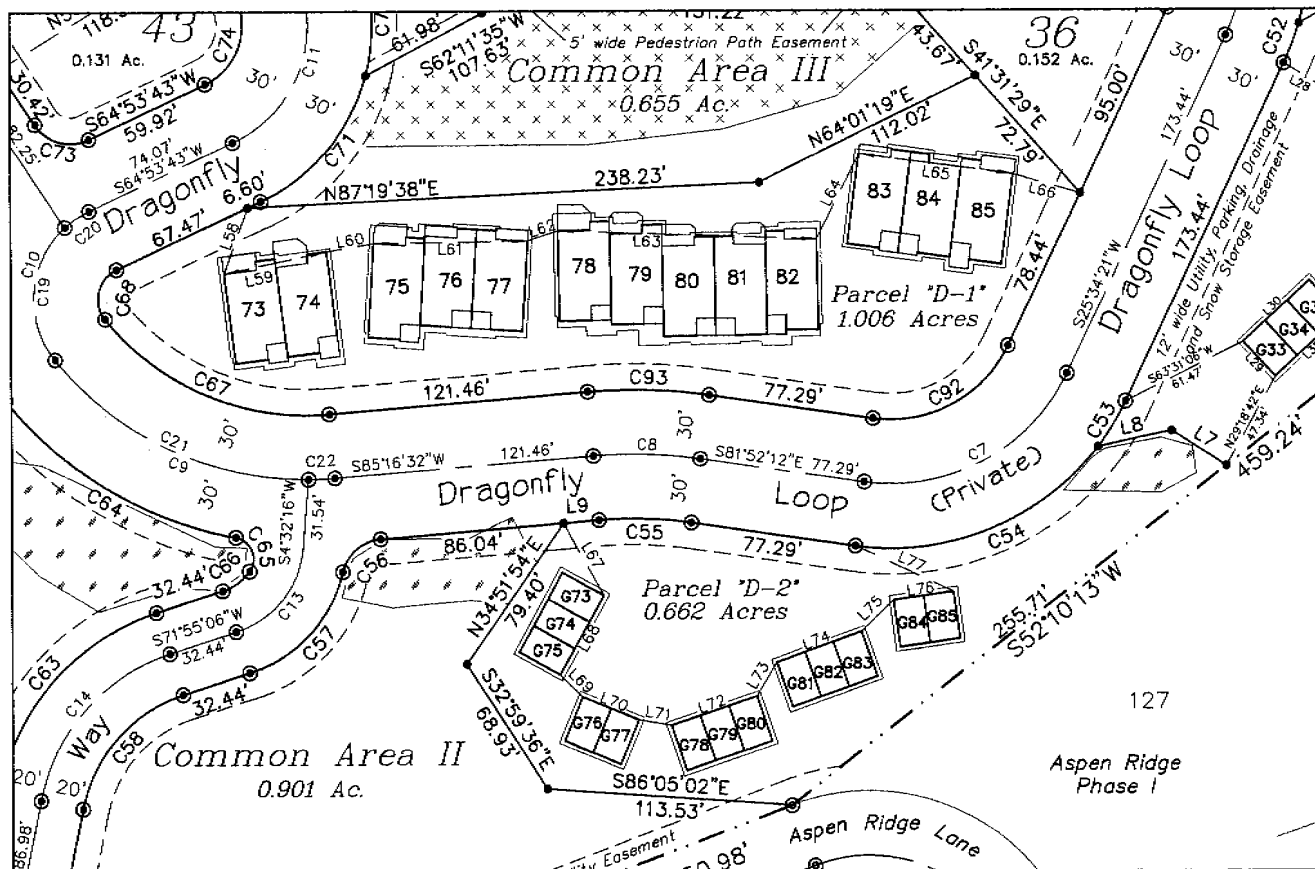


Book _____ Page _____ of Plats

**SITEPLAN OF PARCELS
"D-1" and "D-2",
DRAGONFLY GLEN
CONDOMINIUMS
UNITS 73-85**

See Sheets 14-16
Floor Plans and Cross Sections
UNITS 73-85

See Sheet 8
2 and 3 Bay Garage Typical
UNITS G73-G85



NOTES

The Dragonfly Glen Exclusive Common Area is owned by the owners of the Dragonfly Glen Condominium Units as described in the Supplemental Declaration and pursuant to Section 55-1503(1)(c) of the Idaho Code.

A non-exclusive right of ingress, egress, and support through the Dragonfly Glen Exclusive Common Area is appurtenant to each Dragonfly Glen Condominium Unit, and the Dragonfly Glen Exclusive Common Area is subject to such rights.

Each Dragonfly Glen Condominium Unit Owner shall have the right to paint, repair, fix, wax, paper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, and floors, windows, and doors bounding their own Unit and the interior thereof.

The physical boundaries of each Dragonfly Glen Condominium Unit are described in the Supplemental Declaration.

By purchase of any Unit depicted on the Plat, the purchaser of such Unit grants to Declarant, and Declarant hereby reserves, the sole and unilateral right, without the further consent of the purchaser, to amend this plat, or take such other action as is deemed necessary, in the Declarant's sole discretion, to conform the boundaries of the Units shown on this Plat to the Units "as built".

NOTE

The side yard and rear yard setbacks on Parcels A, B, C and D-2 shall be 10 feet; The setbacks on Parcels A, B, C, and D-2 from Spring Mountain Boulevard right-of-way, the Dragonfly Loop right-of-way, the Aspen Ridge Lane right-of-way and the Peninsula Place right-of-way shall be 20 feet; The side yard and rear yard setbacks on Parcel D-1 shall be 5 feet, and the setback from Dragonfly Loop for Parcel D-1 shall be 15 feet.

12 foot wide utility, parking, drainage and snow storage easement along all roads
EXCEPT WHERE OTHERWISE SHOWN ON PLAT.

Condominium lines are to foundation corners
Setbacks are determined from outermost building elements

NUM	BEARING	DISTANCE
L7	S57°17'45"E	30.37'
L8	N72°48'15"E	34.82'
L9	S85°16'32"W	16.43'
L28	S58°06'36"E	25.09'
L29	N42°44'02"W	22.00'
L30	N47°15'58"E	42.00'
L32	S47°15'58"W	42.00'
L58	S19°48'07"W	32.68'
L59	N77°47'30"E	48.08'
L80	N80°41'58"E	22.59'
L61	N89°09'13"E	72.09'
L62	N71°53'02"E	15.07'
L63	S88°02'09"E	120.15'
L84	N28°56'48"E	44.05'
L65	S82°24'38"E	71.81'
L68	S74°11'38"E	32.33'
L87	N28°00'11"W	38.35'
L68	N28°54'18"E	42.00'
L69	N45°38'44"W	14.53'
L70	N67°34'25"W	28.00'
L71	N80°01'13"W	15.14'
L72	S71°03'13"W	42.00'
L73	S30°53'35"W	18.11'
L74	S70°15'48"W	42.00'
L75	S45°55'18"W	20.85'
L76	N81°57'39"E	28.00'
L77	N65°02'02"W	50.01'

LEGEND

- found brass cap
- ⊙ set aluminum cap
- ⊙ set 5/8" rebar w/ plastic cap
- ⊙ set 1/2" rebar w/ plastic cap
- ⊙ found 5/8" rebar
- calculated point
- ▨ existing wetlands
- ▨ proposed wetlands

Bearings based on plat of Aspen Ridge Sub. Phase I, Book 9, Page 45, Instrument No. 279772.

Curves

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C7	72°33'28"	113.87'	90.00'	N61°51'05"E	108.51'
C8	12°51'18"	49.38'	220.00'	N88°17'50"W	49.25'
C9	95°34'16"	146.38'	150.00'	S88°48'20"E	140.62'
C10	103°42'55"	81.46'	45.00'	S13°02'15"W	70.78'
C11	83°45'51"	87.72'	60.00'	N23°00'47"E	80.11'
C13	67°22'50"	52.92'	45.00'	N38°13'41"E	49.92'
C14	60°31'55"	95.08'	90.00'	S41°39'09"W	80.72'
C19	86°31'01"	67.98'	45.00'	S42°27'19"W	61.70'
C20	17°05'54"	15.48'	45.00'	S85°09'46"W	13.43'
C21	58°33'23"	134.11'	150.00'	S42°25'55"E	128.88'
C22	41°07'48"	12.25'	150.00'	N87°38'57"E	12.29'
C23	8°48'23"	19.91'	130.00'	N21°10'09"E	19.89'
C33	11°45'17"	24.62'	120.00'	N31°26'59"E	24.58'
C54	60°48'11"	127.35'	120.00'	N67°43'43"E	121.45'
C55	12°51'16"	42.83'	190.00'	N88°17'50"W	42.54'
C56	71°45'01"	25.05'	20.00'	S48°24'02"E	23.44'
C57	58°23'34"	65.24'	65.00'	N42°25'19"E	63.41'
C58	60°31'55"	73.95'	70.00'	S41°39'09"W	70.56'
C64	40°31'34"	127.32'	180.00'	S59°04'58"E	124.68'
C65	115°29'45"	20.16'	10.00'	N21°35'54"W	16.91'
C66	35°48'07"	15.81'	25.00'	N54°02'02"E	15.35'
C67	55°54'16"	117.09'	120.00'	N88°48'20"W	112.50'
C68	103°42'55"	27.15'	15.00'	N1°02'15"E	23.59'
C71	48°43'42"	78.11'	90.00'	N10°01'52"E	75.68'
C73	81°06'30"	28.37'	20.00'	S74°28'02"E	26.05'
C92	72°33'28"	75.98'	60.00'	N61°51'05"E	71.01'
C93	12°51'16"	56.09'	250.00'	N88°17'50"W	55.97'



ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho



Book _____ Page _____ of Plats

FLOORPLANS AND CROSS SECTIONS PARCEL "D-1" DRAGONFLY GLEN CONDOMINIUMS UNITS 73-76

See Sheet 13
SITE PLAN
DRAGONFLY GLEN CONDOMINIUMS

See Sheet 8
Floorplans and Cross Sections
2 and 3 Bay Garage Typical

NOTES

The Dragonfly Glen Exclusive Common Area is owned by the owners of the Dragonfly Glen Condominium Units as described in the Supplemental Declaration and pursuant to Section 55-1505(1)(c) of the Idaho Code.

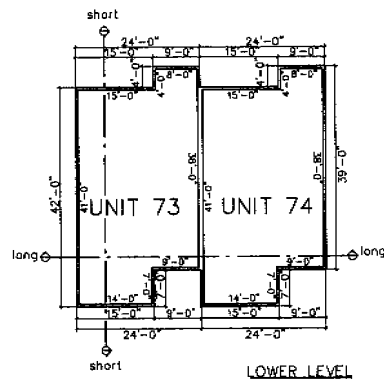
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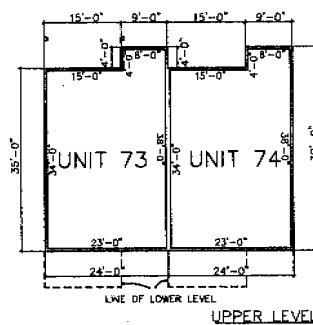
NOTES

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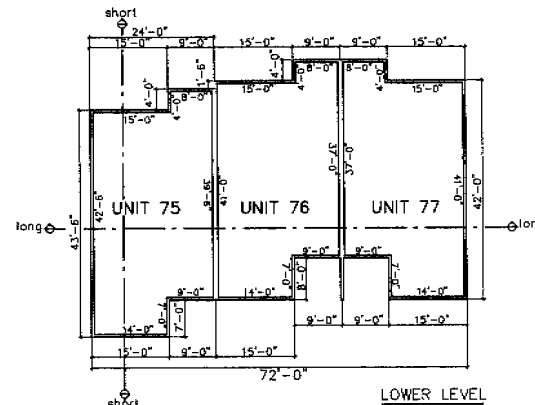
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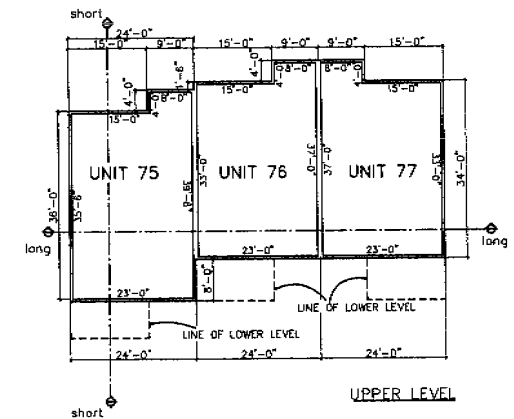
LOWER LEVEL



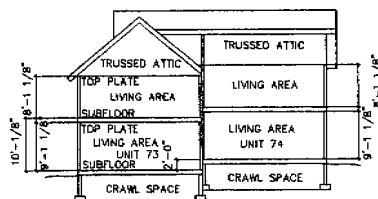
UPPER LEVEL



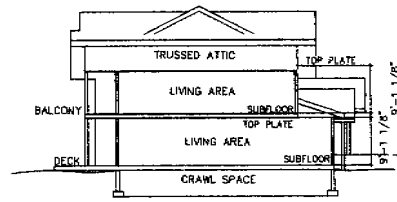
LOWER LEVEL



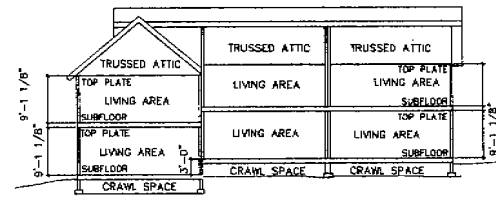
UPPER LEVEL



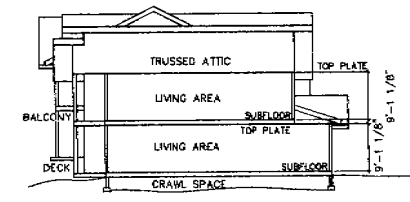
LONG CROSS



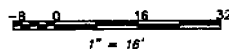
SHORT CROSS



LONG CROSS



SHORT CROSS



ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho



Book _____ Page _____ of Plats

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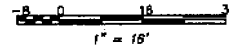
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NOTES

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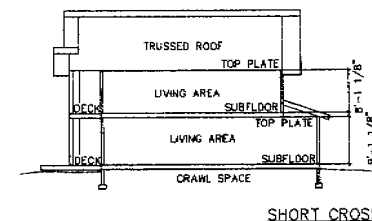
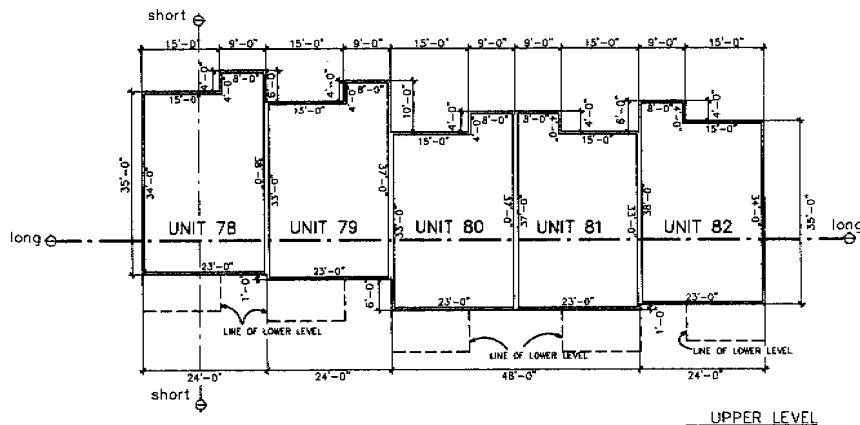
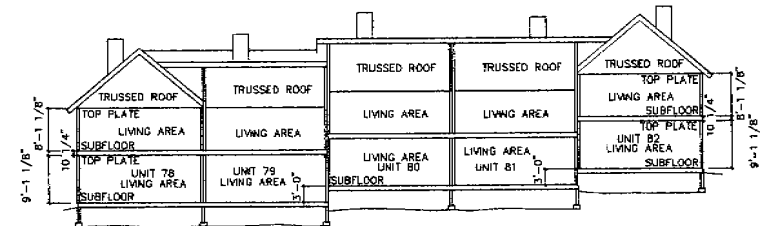
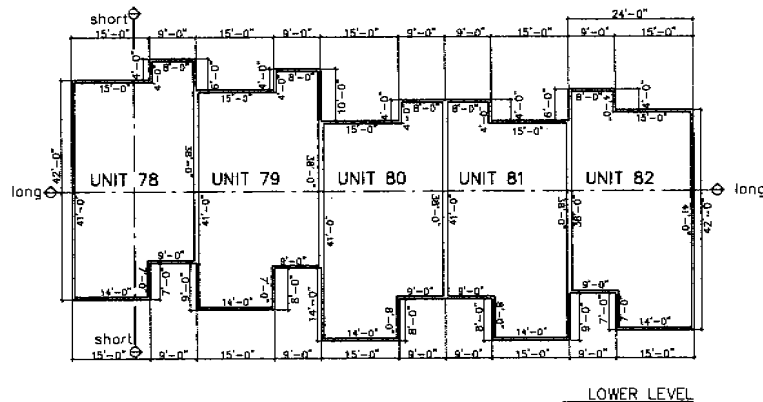
By purchase of any Unit depicted on this Plat, the purchaser of such Unit grants to Declarant, and Declarant hereby reserves, the sole and unilateral right, without the further consent of the purchaser, to amend this plat, or take such other action as is deemed necessary, in the Declarant's sole discretion, to conform the boundaries of the Units shown on this Plat to the Units "as built".



FLOORPLANS AND CROSS SECTIONS PARCEL "D-1" DRAGONFLY GLEN CONDOMINIUMS UNITS 78-82

See Sheet 13
SITE PLAN
DRAGONFLY GLEN CONDOMINIUMS

See Sheet 8
Floorplans and Cross Sections
2 and 3 Bay Garage Typical



ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho



Book _____ Page _____ of Plats

FLOORPLANS AND CROSS SECTIONS PARCEL "D-1" DRAGONFLY GLEN CONDOMINIUMS UNITS 83-85

See Sheet 13
SITE PLAN
DRAGONFLY GLEN CONDOMINIUMS

See Sheet 8
Floorplans and Cross Sections
2 and 3 Bay Garage Typical

NOTES

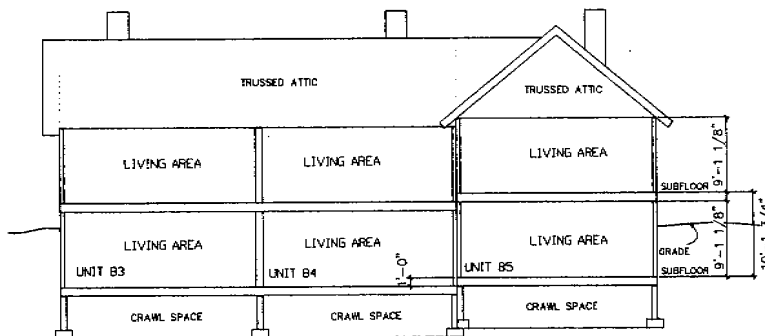
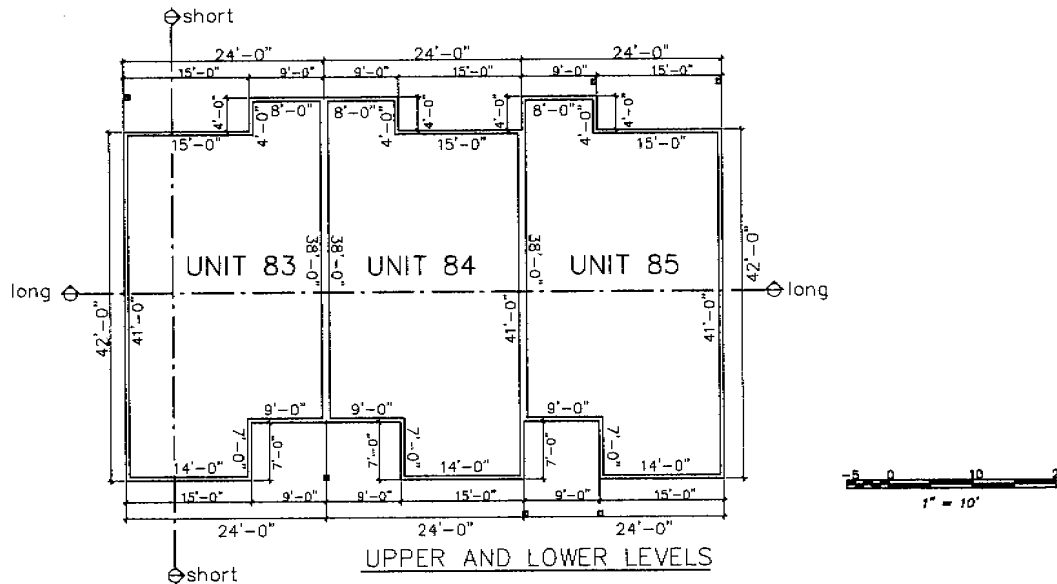
The Dragonfly Glen Exclusive Common Area is owned by the owners of the Dragonfly Glen Condominium Units as described in the Supplemental Declaration and pursuant to Section 55-1505(1)(c) of the Idaho Code.

A non-exclusive right of ingress, egress, and support through the Dragonfly Glen Exclusive Common Area is appurtenant to each Standing Woods Condominium Unit, and the Dragonfly Glen Exclusive Common Area is subject to such rights.

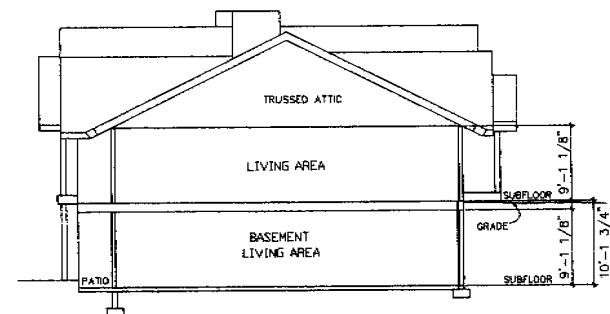
Each Dragonfly Glen Condominium Unit Owner shall have the right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the inner surfaces of the walls, ceilings, and floors, windows, and doors bounding their own Unit and the interior thereof.

The physical boundaries of each Dragonfly Glen Condominium Unit are described in the Supplemental Declaration.

By purchase of any Unit depicted on the Plot, the purchaser of such Unit grants to Declarant, and Declarant hereby reserves, the sole and unilateral right, without the further consent of the purchaser, to amend this plot, or take such other action as is deemed necessary, in the Declarant's sole discretion, to conform the boundaries of the Units shown on this Plot to the Units "as built".



LONG CROSS



SHORT CROSS

ASPEN RIDGE III

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho

Book _____ Page _____ of Plats

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: that the undersigned are the owners of a parcel of land situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the corner common to Sections 2, 3, 10, and 11, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho, THE REAL POINT OF BEGINNING:

Thence, S. 0°04'48" W., 391.62 feet along the line common to Sections 10 and 11, to a 5/8" rebar marking the northeast corner of Lot 127, Aspen Ridge Subdivision, Phase I, as shown on the official plat thereof, recorded in Book 6, on Page 45 of Plats, as instrument No. 279772, in the Office of the Recorder of Valley County, Idaho,
Thence, S. 52°10'13" W., 458.25 feet along the northern boundary of said Lot 127 to a 5/8" rebar on the northerly right-of-way of Aspen Ridge Lane,
Thence, S. 68°02'15" W., 850.98 feet along said northerly right-of-way to a 5/8" rebar,
Thence, 419.53 feet along said northerly right-of-way on a curve to the left, whose delta angle is 24°02'18", radius is 1,000.00 feet, and whose long chord bears S. 57°01'07" W., 418.46 feet, to a 5/8" rebar,
Thence, 152.03 feet along said northerly right-of-way on a curve to the right, whose delta angle is 87°08'25", radius is 100.00 feet, and whose long chord bears S. 88°33'12" W., 137.81 feet to a 5/8" rebar,
Thence, N. 47°53'35" W., 42.57 feet along said northerly right-of-way to a 5/8" rebar,
Thence, 37.42 feet along said northerly right-of-way on a curve to the right, whose delta angle is 85°48'10", radius is 25.00 feet, and whose long chord bears N. 04°55'38" W., 34.03 feet to a 5/8" rebar on the easterly right-of-way of Spring Mountain Boulevard,
Thence, 840.20 feet along said easterly right-of-way on a curve to the left, whose delta angle is 85°56'41", radius is 730.00 feet, and whose long chord bears N. 04°59'06" E., 794.58 feet,
Thence, 223.78 feet along said easterly right-of-way on a curve to the right, whose delta angle is 17°48'23", radius is 720.00 feet, and whose long chord bears N. 19°05'03" W., 222.86 feet,
Thence, 75.01 feet along said easterly right-of-way on a curve to the left, whose delta angle is 05°10'47", radius is 830.00 feet, and whose long chord bears N. 12°48'12" W., 74.95 feet, to the line common to said Sections 3 and 10, as shown on that particular Record of Survey recorded on instrument No. 279934 in Book 6, on Page 4 of Records of Survey in the Office of the Recorder of Valley County, Idaho,
Thence, S. 89°58'30" E., 1,913.25 feet along said common line to the Point of Beginning, containing 25.868 Acres, more or less.

Bearings based on the plat of Aspen Ridge Subdivision No. 1, instrument No. 279772, Book 6, Page 45 of Plats.

THAT IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY DO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS IS DESIGNATED HEREON, AND NO STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERRECTED WITHIN THE LINES OF THE EASEMENTS. THAT THE STREETS AND RIGHTS-OF-WAY SHOWN ON THIS PLAT ARE PRIVATE, AND THE CITY OF McCALL HAS NO RESPONSIBILITY THEREIN.

THE OWNERS HEREBY CERTIFY THAT THE INDIVIDUAL LOTS SHOWN ON THE PLAT WILL BE SERVED BY THE McCALL MUNICIPAL WATER SYSTEM COMMON TO ONE (1) OR MORE OF THE LOTS. THE OWNERS FURTHER CERTIFY THAT THEY WILL COMPLY WITH IDAHO CODE 31-3805 CONCERNING IRRIGATION RIGHTS AND DISCLOSURE.

THE UNDERSIGNED HAVE ENTERED INTO A JOINT VENTURE AGREEMENT ON THE ____ DAY OF ____, 20____, MARVIN E. WHITEMAN, JR., PRESIDENT OF WMLM, INC., AN IDAHO CORPORATION, OWNER OF THE ABOVE PROPERTY AND DANIEL C. FULKERSON, PRESIDENT OF MOUNTAIN WEST DEVELOPERS, INC., DEVELOPER OF THE ABOVE PROPERTY DO HEREBY ACKNOWLEDGE THE ABOVE CERTIFICATE.

OWNER

BY: MARVIN E. WHITEMAN, JR., PRESIDENT
WMLM, INC., AN IDAHO CORPORATION

ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF _____

ON THIS ____ DAY OF ____, 20____, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MARVIN E. WHITEMAN JR. KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT 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.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC FOR THE STATE OF IDAHO

DEVELOPER

BY: DANIEL C. FULKERSON, PRESIDENT
MOUNTAIN WEST DEVELOPERS, INC.

ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF _____

ON THIS ____ DAY OF ____, 20____, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DANIEL C. FULKERSON KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT 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.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, ROD M. SKIFTUN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ROD M. SKIFTUN
IDAHO NO. 9585



CERTIFICATE OF THE COUNTY SURVEYOR

THIS IS TO CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT, AND HAVE FOUND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

COUNTY SURVEYOR

DATE

HEALTH CERTIFICATE

INST. No. _____

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on the State of Idaho, Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with Section 50-1320, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

City of McCall (City) Resolution 06-08 established a new wastewater policy that controls the issuance of sewer connection permits through their building permit process. As a result, lifting sanitary restrictions is not a guarantee that sewer service will be provided to all lots in the approved project. Availability of individual sewer service connections is contingent upon obtaining building permits under the City's wastewater policy.

District Health Department, REHS

Date

APPROVAL OF THE PUBLIC WORKS DIRECTOR

I, THE UNDERSIGNED PUBLIC WORKS DIRECTOR IN AND FOR THE CITY OF McCALL, VALLEY COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

PUBLIC WORKS DIRECTOR, McCALL, IDAHO

DATE

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED ENGINEER IN AND FOR THE CITY OF McCALL, VALLEY COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

CITY ENGINEER, McCALL, IDAHO

DATE

APPROVAL OF THE CITY PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS ____ DAY OF ____, 20____, BY THE CITY OF McCALL PLANNING AND ZONING COMMISSION.

CHAIRMAN

APPROVAL OF THE CITY OF McCALL

WE, THE UNDERSIGNED CITY CLERK AND MAYOR, IN AND FOR THE CITY OF McCALL, VALLEY COUNTY, IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF ____, 20____, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

MAYOR, McCALL, IDAHO

DATE

CITY CLERK, McCALL, IDAHO

DATE

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1306, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER

DATE

CERTIFICATE OF THE COUNTY RECORDER

INSTRUMENT NUMBER _____

STATE OF IDAHO
COUNTY OF VALLEY

S.S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____, AT _____ MINUTES PAST _____ O'CLOCK _____ M., ON THIS ____ DAY OF ____, 20____, AND DULY RECORDED IN BOOK _____ OF PLATS ON PAGE _____

DEPUTY

EX OFFICIO RECORDER

KERR SURVEYING, 2006

SHEET 17 OF 17
1803E101

AMENDED PARCEL A ASPEN RIDGE III

Situate in the NE 1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho



CERTIFICATE OF SURVEYOR

I, Rod M. Smith, do hereby certify that I am a professional land surveyor in the State of Idaho, duly licensed and qualified to perform the duties of a surveyor, and that I have personally surveyed and prepared the foregoing plat, and that the same is a true and correct representation of the facts as shown by the field notes of a survey made on the ground under my direct supervision and accurately represents the public record herein, and is in conformity with the State of Idaho code relating to plats and surveys.

Rod M. Smith
Idaho No. 2850

Idaho Code

No building or structure which will require a water supply or sewerage disposal facility for people using the premises shall be constructed or placed on the premises until written approval is first obtained from the State Board of Health, by the architect or his designee, approving plans and specifications either for public water and/or sewerage facilities or individual parcel water and/or sewerage facilities, per Idaho Code, Section 50-133A. This plat is subject to compliance with I.C. Section 50-133A. This subdivision is subject to the provisions of Idaho Code, Section 31-3005 regarding the delivery of irrigation water.

NOTES

1. All property shown on this plat is subject to the Master Declaration of Condominium and Restated Supplemental Declaration to the Master Declaration of Condominium, recorded as Instrument No. 361633 ("Master Declaration"), and the Second Amended and Restated Supplemental Declaration to Aspen Ridge Master Declaration for Aspen Ridge Phase III, recorded as Instrument No. 361634, as well as the Articles of Incorporation and Amended and Restated Bylaws for Aspen Ridge Homeowners' Association, Inc. and Aspen Ridge Phase III Association, Inc. documents, recorded as Instrument Nos. 285338 and 285339.
2. Lot shall not be released in its entirety to the health authority.
3. Reference is made to the public health order on the regarding additional restrictions.
4. The Standing Woods Condominiums depicted on Pages 6, 7 and 8 of Aspen Ridge III Plat, recorded as Instrument No. 317487 and all corresponding notes and references no longer apply to this Amended Parcel A.
5. Porting shall be permitted within the Street right-of-way for Dragonfly Loop, but shall be placed outside the paved traveled way for the street. See the Supplemental Declaration for parking requirements.
6. All setbacks shall be according to the setbacks specified in the McCall City Code, as enacted on March 18, 2008, with the following clarification/exceptions: (a) The side yard and rear yard setbacks on Parcel A, B, C and D-2 shall be 10 feet; (b) The setbacks on Parcel A, B, C, and D-2 from the Dragonfly Loop right-of-way shall be 20 feet.

RESTRICTIVE COVENANTS

SECOND AMENDED AND RESTATED SUPPLEMENTAL DECLARATION TO ASPEN RIDGE MASTER DECLARATION FOR ASPEN RIDGE III
INSTRUMENT NO. 361634

HEALTH CERTIFICATE

INSTRUMENT NO. 361634

Sanitary restrictions are required by Idaho Code, Title 50, Chapter 13, have been established according to the letter to be used on file with the County Recorder or the agent listing the conditions of approval. Sanitary restrictions may be released, in accordance with Section 50-132A, Idaho Code, by the issuance of a certificate of disapproval.

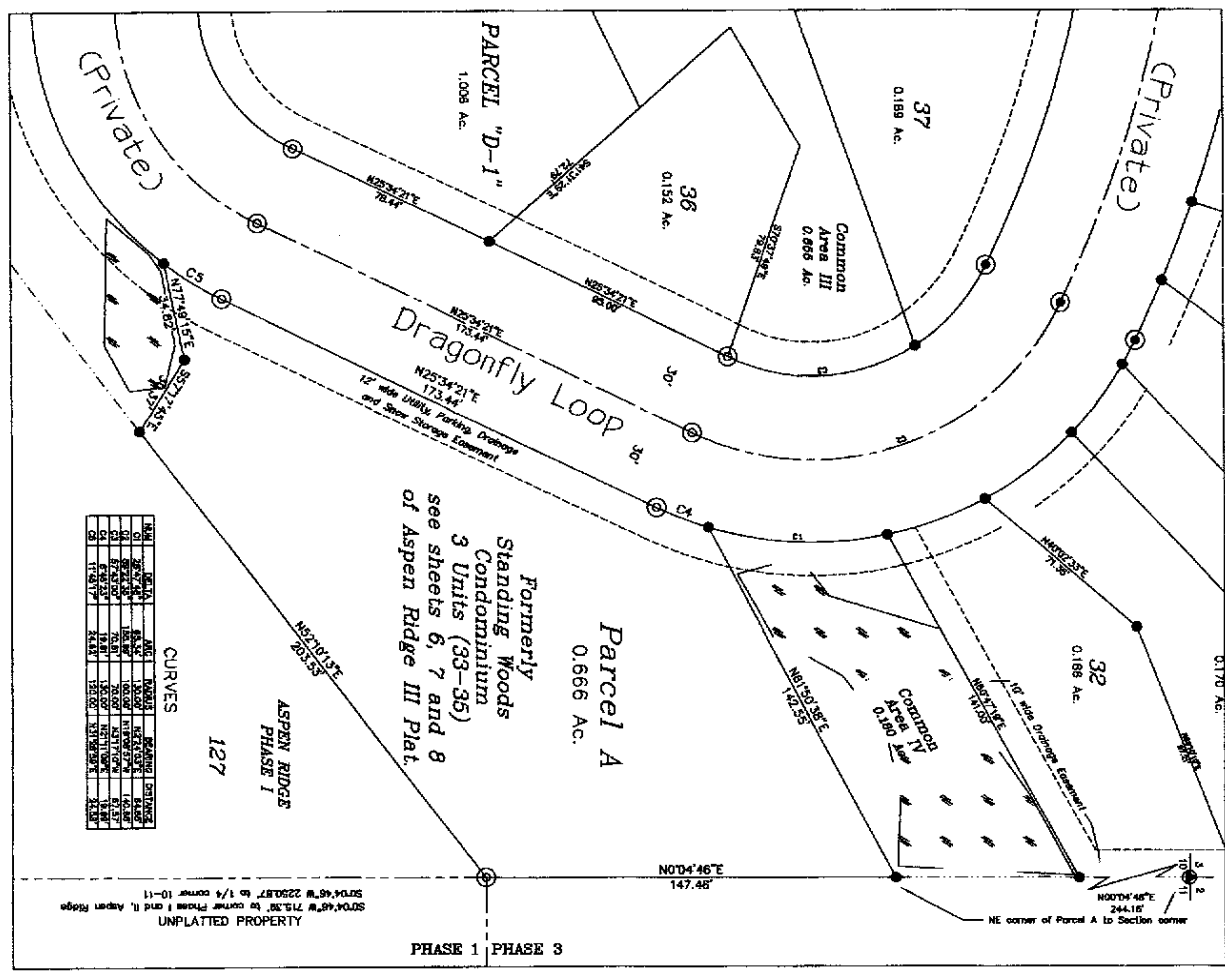
Direct Health Department, E16 Date

This plat is being amended to show a change in the proposed use of Parcel A, formerly Standing Woods Condominiums. The proposed three condominium units shown on the Aspen Ridge III Plat will no longer exist and a single-family dwelling will replace it.

SKERTON LAND SURVEYING, INC.

13784 HIGHWAY 55
MCALL, IDAHO 83638
208-634-1666/FAX 208-634-8473

File: HAWKTON, A.J., PARCEL A.dwg
Date: 10 May 2011
Sheet 1 of 2
190570



CURVES			
LINE	BEARING	ANGLE	CHORD
1	N 25° 34' 21" E	173.14'	173.14'
2	S 87° 16' 15" E	357.74'	357.74'
3	N 25° 34' 21" E	173.14'	173.14'
4	S 87° 16' 15" E	357.74'	357.74'
5	N 25° 34' 21" E	173.14'	173.14'
6	S 87° 16' 15" E	357.74'	357.74'
7	N 25° 34' 21" E	173.14'	173.14'
8	S 87° 16' 15" E	357.74'	357.74'
9	N 25° 34' 21" E	173.14'	173.14'
10	S 87° 16' 15" E	357.74'	357.74'

127

Scale 1" = 30'



- LEGEND
- Found 5/8" rebar
 - Found 1/2" rebar
 - Found brass cap
 - Existing wellheads

Book 12 Pg. 50
12 Page 50 of 12

Situate in the NE1/4 of Section 10, T. 18 N., R. 3 E., B.M.,
City of McCall, Valley County, Idaho

KNOW ALL MEN BY THESE PRESENTS: that the undersigned are the owners of a parcel of land situated in the NE1/4 of Section 10, T. 18 N., R. 3 E.,

Commencing at an iron spike marking the Section Corner common to Section 2, 3, 10, and 11, T. 18 N., R. 3 E., B.M., City of McColl, Valley County, Idaho, as shown on that particular Plot of Assen Ridge II, recorded as Book 11, Page 12, Instrument No. 241,637 of plats, on file in the Office of the Recorder of Valley County, Idaho, thence, S. 63°45'40" W., 244.6 feet, on the boundary of said Sections 10 and 11 to a 1/2" iron marking the corner common to Parcel A and Common Area IV, as shown on that particular Plot of said Assen Ridge II, the REAL POINT BEGINNING, and thence, more particularly described as follows:

[illegible]

THAT IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY DO HEREBY INCULCATE AND ENFORCE UPON THE RESIDENTS OF SAID PARCEL, AND NOT DEVOTED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY SPECIFICALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS ORIGINATED HEREON, AND NO STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE CREATED WITHIN THE LINES OF THE EASEMENTS, THAT THE STREETS AND RIGHTS-OF-WAY SHOWN ON THIS PLAN ARE PRIVATE, AND THE CITY OF MOBILE HAS NO RESPONSIBILITY THEREIN.

THE UNDERSIGNED HAVE ENTERED INTO A JOINT VENTURE AGREEMENT ON THE _____ DAY OF _____, 20____,
MARTIN E. WHITMAN, JR., PRESIDENT OF WMA, INC., AN EXHIB CORPORATION, OWNER OF THE ABOVE
PROPERTY AND DAVID C. FLOODGROVE, PRESIDENT OF MOUNTAIN WEST DEVELOPERS, INC.,
DEVELOPER OF THE ABOVE PROPERTY DO HEREBY ACKNOWLEDGE THE ABOVE CERTIFICATE.

OWNER

STATE OF IDAHO

ON THIS DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED, A NOTARY

EXECUTED THE SAME.
BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES

NOTARY PUBLIC FOR THE STATE OF IDAHO

SKIFTUN LAND SURVEYING, INC.

13784 HIGHWAY 35
MCCALL, IDAHO 83638
208-634-3696/FAX 208-634-8475

By: _____

**RAY WOODS, PRESIDENT
MOUNTAIN WEST DEVELOPERS, INC.**

STATE OF IDAHO

ON THE DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED, A
NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RAYMOND
KNOW OR IDENTIFIED TO ME TO BE THE PRESIDENT 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
OBTAINED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES

NOTARY PUBLIC FOR THE STATE OF IDAHO

I, ROO M. SWIFTON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS OBTAINED FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



THIS IS TO CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT, AND HAVE FOUND THAT IT COMPLEES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

COUNTY SURVEYOR

DATE _____

I, THE UNDERSIGNED PUBLIC WORKS DIRECTOR IN AND FOR THE CITY OF McALLA, VALLEY COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

PUBLIC WORKS DIRECTOR, MCCALL, IDAHO	DATE

THE UNDERSIGNED ENGINEER IN AND FOR THE CITY OF McCALL, VALLEY COUNTY, IDAHO HEREBY APPROVE THIS PLAN

CITY ENGINEER, McCALL, IDAHO DATE

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY OF McALLISTER AND ZONING COMMISSION.

CHAIRMAN

WE, THE UNDERSIGNED CITY CLERK AND MAYOR, IN AND FOR THE CITY OF MCALL, VALLEY COUNTY, IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____, 20____, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

MAYOR, McCALL, IDAHO DATE

CITY CLERK, McCALL, IDAHO	DATE

I, THE UNDERSTAND COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1319, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER

BATE

STATE OF IDAHO
COUNTY OF VALLEY

HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____, AT _____ MINUTES PAST _____ O'CLOCK _____ M., ON THIS _____ DAY OF _____, 20____, AND DUPLY RECORDED IN BOOK _____ OF PLAYS ON PAGE _____.

EX OFFICIO RECORDS

SHEET 2 OF 2

SECOND AMENDED ASPEN RIDGE III

Instrument # 400054

VALLEY COUNTY, CASCADE, IDAHO

2-6-2016 01:11:01 PM No. of Pages: 4

Recorded for: RALPH MILLER

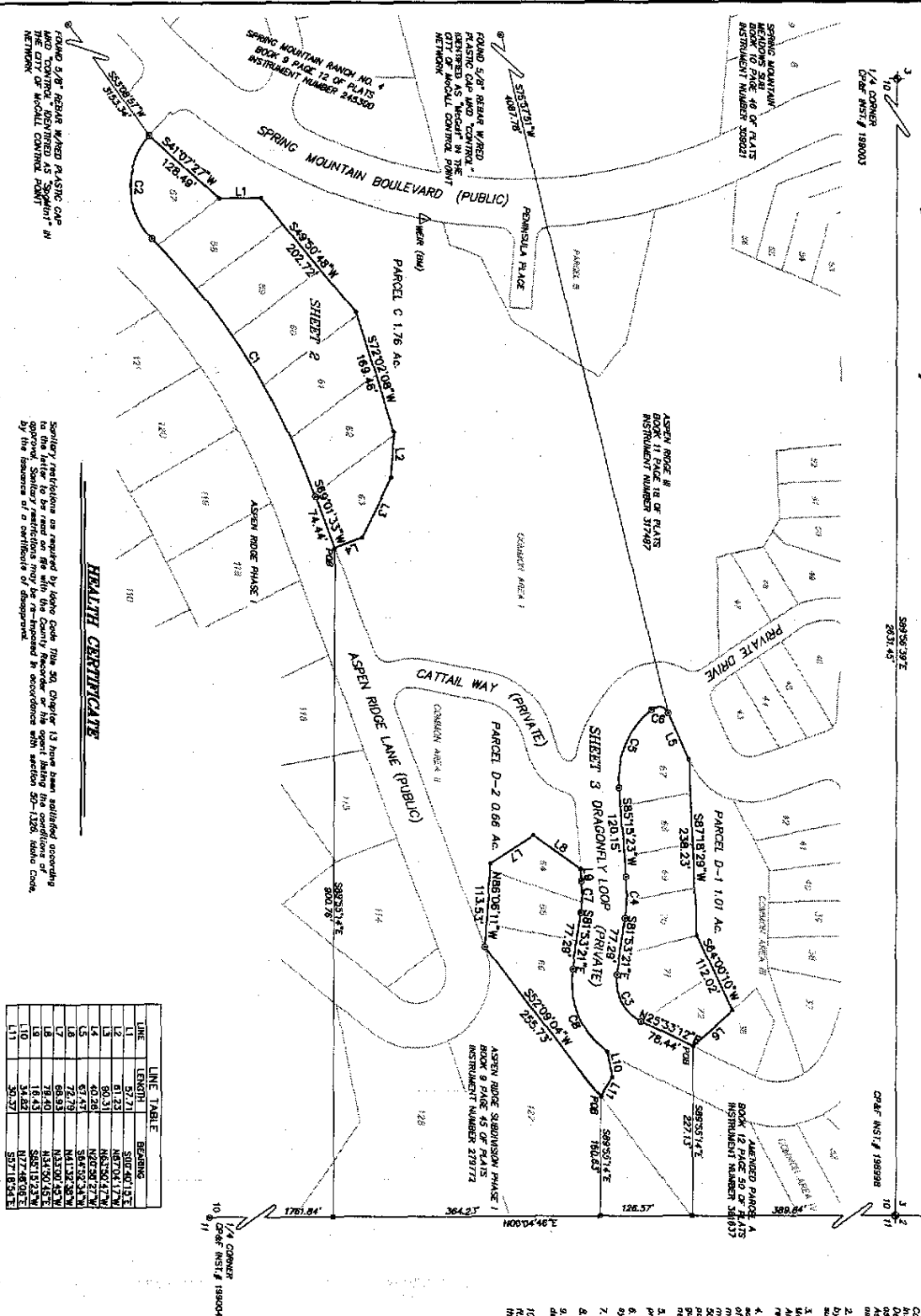
DUGLAS A. MILLER

El-Office Recorder Deputy

Index to Plat

Ralph Miller

A REPLAT OF PORTIONS OF ASPEN RIDGE III
Located in the NE 1/4 of Section 10, T.18N., R.3E.,
City of McCall, Valley County, Idaho



HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 24, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or the agent listing the conditions of the plat. The plat is hereby approved and it is hereby certified that the plat is correct and true by the issuance of a certificate of approval.

DISTRICT HEALTH DEPARTMENT, IDAHO

400053
Sheet 1

LINE TABLE	
LINE	BEARING
1	S 89° 55' 39" E
2	S 89° 55' 39" E
3	S 89° 55' 39" E
4	S 89° 55' 39" E
5	S 89° 55' 39" E
6	S 89° 55' 39" E
7	S 89° 55' 39" E
8	S 89° 55' 39" E
9	S 89° 55' 39" E
10	S 89° 55' 39" E
11	S 89° 55' 39" E
12	S 89° 55' 39" E
13	S 89° 55' 39" E
14	S 89° 55' 39" E
15	S 89° 55' 39" E
16	S 89° 55' 39" E
17	S 89° 55' 39" E
18	S 89° 55' 39" E
19	S 89° 55' 39" E
20	S 89° 55' 39" E

CURVE TABLE	
CHORD BEARING	CHORD
1	100.00
2	100.00
3	100.00
4	100.00
5	100.00
6	100.00
7	100.00
8	100.00
9	100.00
10	100.00
11	100.00
12	100.00
13	100.00
14	100.00
15	100.00
16	100.00
17	100.00
18	100.00
19	100.00
20	100.00

LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- SET 1/2" X 24" REBAR AND LS B577
- SET 5/8" X 30" REBAR AND LS B577
- CALCULATED POSITION - NOTHING SET

Scale: 1" = 100'

Boundary Based on Spring Mountain Ranch Subdivision No. 4

Book 9 Page 12 of Plats

NOTES

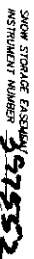
- All properties shown on this Plat are subject to the Master Declaration of Covenants and Conditions and Restrictions for Aspen Ridge, recorded as Instrument No. 288338 and the Supplemental Declaration to Aspen Ridge Master Declaration, recorded as Instrument No. 288339, both in Book 15, Page 27 of Plats, Valley County, Idaho.
- The method shown on Sheet 3 of this plat is subject to regulation by the Army Corps of Engineers (ACE). Any proposed change must be submitted to, reviewed and approved by the ACE prior to being done.
- The City of McCall, Idaho, is the subject of this Declaration. The City of McCall, Idaho, is the subject of this Declaration. The City of McCall, Idaho, is the subject of this Declaration.
- Groundwater levels may be seasonally within 6" of the existing surface. The owner of the property is responsible for obtaining the necessary permits for any proposed changes to the property.
- There shall be no further division of any lot depicted on this plat without prior approval of the Health Authority.
- No additional domestic water supply shall be installed beyond the water system approved in the Sanitary Review.
- All distances shown on this plat are represented as ground measurements.
- All utility easements shown on this plat are granted to Public Utilities.
- The significant lines shown on this plat shall not be removed unless determined to be unnecessary or hazardous by the City Council.
- Any structure on Lot 57 shall not exceed a height of twenty-seven feet (27') above the natural ground surface to the roof line of the roof (ridge of the structure).

SEKISH ENGINEERING, INC.

McCall, Idaho

SHEET NO. 1 OF 4

Book 13 Page 27 of Plats, Inst. #



LEGEND

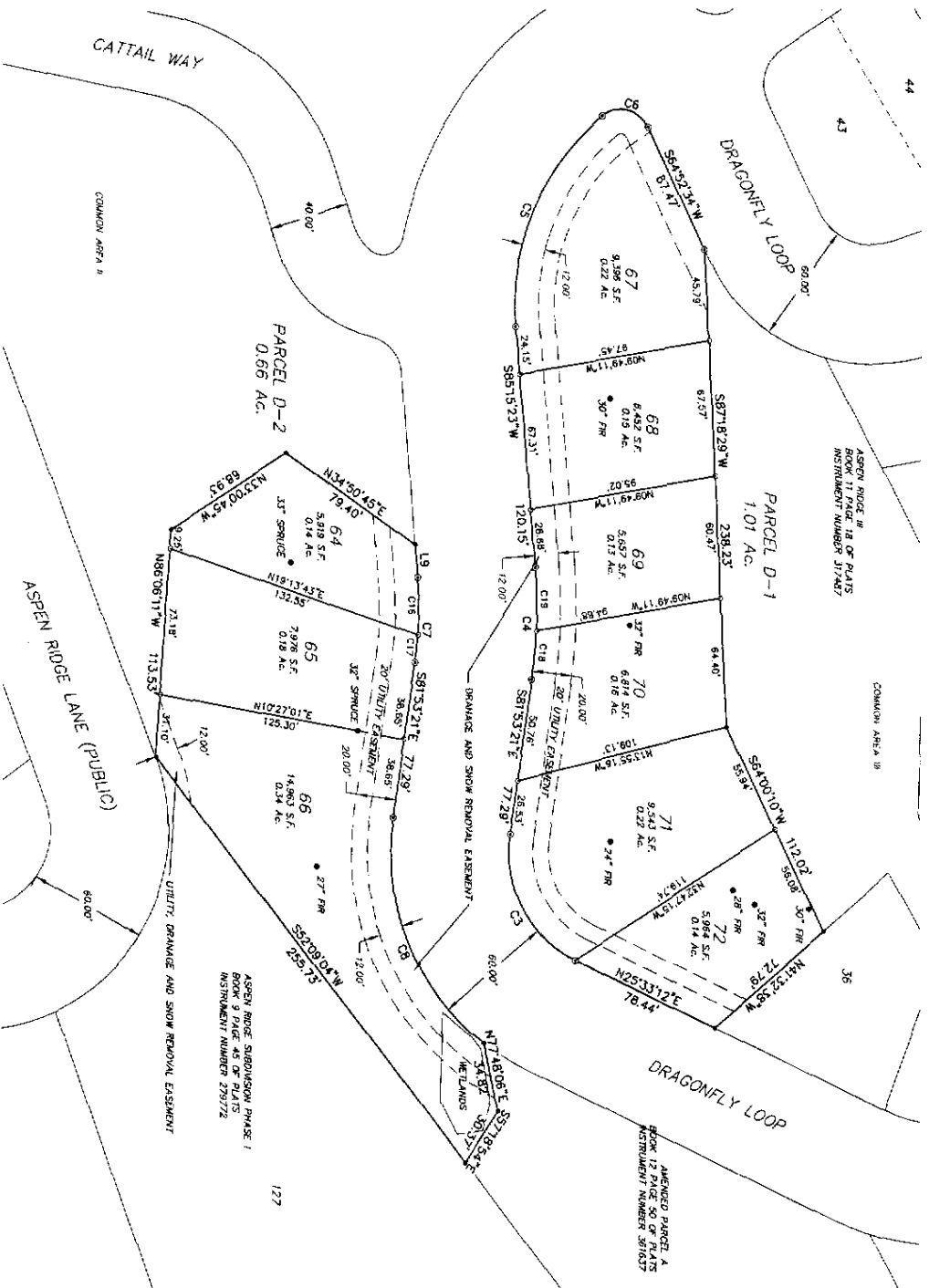
- ✦ FOUND BRASS CAP MONUMENT
- ✦ FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- SET 1/2" X 24" REBAR MID LS 8577
- SET 5/8" X 30" REBAR MID LS 8577
- CALCULATED POSITION - NOTHING SET

TABLE 1						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C1	1000.00	415.34	212.50	82.00	527.00/27.74	416.40
C2	1000.00	152.03	95.07	47.00	137.80	137.80
C3	1000.00	3.83	1.91	0.11	3.83	3.83
C10	1000.00	61.86	41.93	9.51	58.65/2.28	61.94
C11	1000.00	80.77	40.41	4.37	74.77/4.49	80.78
C12	1000.00	80.14	40.09	4.33	75.71/4.08	80.13
C13	1000.00	80.04	40.04	4.33	76.25/3.48	80.02
C14	1000.00	80.36	40.20	4.36	76.48/3.05	80.34
C15	1000.00	12.43	6.21	0.72	11.69/0.43	12.43
C20	1000.00	20.25	10.13	1.09	19.16/0.35	20.25

LINE TABLE		
LINE	LENGTH	BEARING
L12	25.83	S64°45'16"E

SECOND AMENDED ASPEN RIDGE III

A REPLAT OF PORTIONS OF ASPEN RIDGE III
Located in the NE 1/4 of Section 10, T.18N., R.3E.,
City of McCall, Valley County, Idaho



SCALE: 1" = 40'
Bearing Based on ASPEN RIDGE III
Book 11, Page 18 of Plats

LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- SET 1/2" X 24" REBAR AND LS 8577
- SET 5/8" X 30" REBAR AND LS 8577

CURVE	RADIUS	LENGTH	ANGLE	DELTA	BEARING	CHORD
C1	60.00'	75.69'	44.04°	123.14°	N61°49'47"	71.01'
C2	50.00'	56.09'	28.16°	125.11°	N68°18'59"	55.97'
C3	120.00'	118.40'	64.52°	56.31°	S67°05'43"	113.86'
C4	150.00'	148.30'	18.30°	151.70°	S17°01'28"	23.59'
C5	180.00'	178.35'	12.35°	170.41°	S67°48'18"	182.15°
C6	120.00'	118.40'	64.52°	56.31°	S67°05'43"	113.86'
C7	150.00'	148.30'	18.30°	151.70°	S17°01'28"	23.59'
C8	180.00'	178.35'	12.35°	170.41°	S67°48'18"	182.15°
C9	250.00'	248.27'	12.14°	171.21°	S67°48'18"	248.27'
C10	250.00'	248.27'	12.14°	171.21°	S67°48'18"	248.27'

LINE	LENGTH	BEARING
1-9	16.43'	S65°15'23"W

SECOND AMENDED ASPEN RIDGE III

A REPLAT OF PORTIONS OF ASPEN RIDGE III
Located in the NE 1/4 of Section 10, T.18N., R.3E.,
City of McCall, Valley County, Idaho

CERTIFICATE OF OWNER

OF THE PROPERTY HEREINAFTER DESCRIBED:

Three parcels of land, Parcel C, D1 and D2 of Aspen Ridge III, situated in the NE 1/4 of Section 10, T.18N., R.3E., B.M., more particularly described as follows:

- PARCEL C:**
COMMENCING at the northeast corner of said Section 10 as shown on the plat of said Aspen Ridge III, recorded in Book 11 of Page 18 of Plats, on Instrument Number 317467, Records of Valley County, Idaho;
A) S 03°46'46" W, 880.64 feet, thence, departing said section line;
B) N 89°55'14" W, 900.76 feet to the southwest corner of said Parcel C, the POINT OF BEGINNING;
thence, along the boundary of said Parcel C through the following courses: along the northery
1) S 68°01'03" W, 74.44 feet to a found 5/8" rebar, the beginning of a tangent curve, thence,
2) Southwesterly along said curve to the left having a radius of 1000.00 feet, on an arc length of 418.57 feet, through a curved angle of 24°02'23", and a chord bearing and distance of S 57°00'25" W, 418.50 feet to a found 5/8" rebar, the beginning of a reverse curve, thence,
3) Southwesterly along said curve to the right having a radius of 1000.00 feet, on an arc length of 452.03 feet, through a curved angle of 24°02'23", and a chord bearing and distance of S 68°01'03" W, 157.80 feet to a found 5/8" rebar, thence, departing said right-of-way;
4) N 41°07'27" E, 128.49 feet to a found 1/2" rebar, thence;
5) N 69°01'05" W, 517.71 feet to a found 1/2" rebar, thence;
6) N 49°50'48" E, 202.72 feet to a found 1/2" rebar, thence;
7) S 68°01'03" W, 100.00 feet to a found 5/8" rebar, thence;
8) S 47°04'17" E, 61.23 feet to a found 5/8" rebar, thence;
9) S 63°50'47" E, 80.31 feet to a found 5/8" rebar, thence;
10) S 20°59'27" E, 40.28 feet to a found 5/8" rebar, the POINT OF BEGINNING.

- PARCEL D1:**
COMMENCING at the northeast corner of said Section 10 as shown on the plat of said Aspen Ridge III, thence, along the east line of said Section 10;
A) S 03°46'46" W, 880.64 feet, thence, departing said section line;
B) N 89°55'14" W, 227.13 feet to a found 1/2" rebar, the easterly corner of said Parcel D1, the POINT OF BEGINNING, thence, along the boundary of said Parcel D1 through the following courses: along the northery
1) S 25°33'12" W, 78.44 feet to a found 5/8" rebar, the beginning of a tangent curve, thence,
2) Southwesterly along said curve to the right having a radius of 600.00 feet, on an arc length of 75.99 feet, through a curved angle of 24°02'23", and a chord bearing and distance of S 61°49'48" W, 71.01 feet to a found 5/8" rebar, thence, departing said section line;
3) N 61°53'21" W, 77.28 feet to a found 5/8" rebar, the beginning of a tangent curve, thence,
4) Northwesterly along said curve to the left having a radius of 250.00 feet, on an arc length of 35.08 feet, through a curved angle of 12°51'16", and a chord bearing and distance of N 89°18'59" W, 55.97 feet to a found 5/8" rebar, thence, departing said right-of-way;
5) S 63°50'47" E, 120.15 feet to a found 5/8" rebar, the beginning of a tangent curve, thence,
6) Northwesterly along said curve to the right having a radius of 1200.00 feet, on an arc length of 118.40 feet, through a curved angle of 56°31'55", and a chord bearing and distance of N 67°05'43" W, 115.65 feet to a found 5/8" rebar, thence;
7) Northwesterly along said curve to the right having a radius of 1500 feet, on an arc length of 27.15 feet, through a curved angle of 56°31'55", and a chord bearing and distance of N 67°05'43" W, 115.65 feet to a found 5/8" rebar, thence, departing said section line;
8) N 64°52'34" E, 67.47 feet to a found 1/2" rebar, thence, departing said right-of-way;
9) N 61°53'21" W, 238.23 feet to a found 1/2" rebar, thence;
10) N 64°50'10" E, 112.02 feet to a found 1/2" rebar, thence;
11) S 41°52'58" E, 72.78 feet to the POINT OF BEGINNING.

PARCEL D2:
COMMENCING at the northeast corner of said Section 10 as shown on the plat of said Aspen Ridge III, recorded in Book 11 of Page 18 of Plats, on Instrument Number 317467, Records of Valley County, Idaho;
A) S 03°46'46" W, 880.64 feet, thence, departing said section line;
B) N 89°55'14" W, 180.63 feet to a found 1/2" rebar, the easterly corner of said Parcel D2, the POINT OF BEGINNING, thence, along the boundary of said Parcel D2 through the following courses: along the northery
1) S 25°33'12" W, 78.44 feet to a found 5/8" rebar, thence;
2) Southwesterly along said curve to the right having a radius of 600.00 feet, on an arc length of 75.99 feet, through a curved angle of 24°02'23", and a chord bearing and distance of S 61°49'48" W, 71.01 feet to a found 5/8" rebar, thence, departing said section line;
3) N 61°53'21" W, 77.28 feet to a found 5/8" rebar, the beginning of a tangent curve, thence,
4) Northwesterly along said curve to the left having a radius of 250.00 feet, on an arc length of 35.08 feet, through a curved angle of 12°51'16", and a chord bearing and distance of N 89°18'59" W, 55.97 feet to a found 5/8" rebar, thence, departing said right-of-way;
5) S 63°50'47" E, 120.15 feet to a found 5/8" rebar, the beginning of a tangent curve, thence,
6) Northwesterly along said curve to the right having a radius of 1200.00 feet, on an arc length of 118.40 feet, through a curved angle of 56°31'55", and a chord bearing and distance of N 67°05'43" W, 115.65 feet to a found 5/8" rebar, thence;
7) Northwesterly along said curve to the right having a radius of 1500 feet, on an arc length of 27.15 feet, through a curved angle of 56°31'55", and a chord bearing and distance of N 67°05'43" W, 115.65 feet to a found 5/8" rebar, thence, departing said section line;
8) N 64°52'34" E, 67.47 feet to a found 1/2" rebar, thence, departing said right-of-way;
9) N 61°53'21" W, 238.23 feet to a found 1/2" rebar, thence;
10) N 64°50'10" E, 112.02 feet to a found 1/2" rebar, thence;
11) S 41°52'58" E, 72.78 feet to the POINT OF BEGINNING.

It is the intention of the undersigned to and they do hereby include said land in this Plat.
By _____
McCALL VENTURES, LLC
NAME: ROBERT T. MANAGER

COMMUNITY DEVELOPMENT DIRECTOR

I, THE UNDERSIGNED COMMUNITY DEVELOPMENT DIRECTOR IN AND FOR THE CITY OF McCALL, VALLEY COUNTY, IDAHO, HEREBY APPROVE THIS PLAT OF FIRST AMENDED ASPEN RIDGE III.

COMMUNITY DEVELOPMENT DIRECTOR ~ McCALL, IDAHO

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF McCALL, VALLEY COUNTY IDAHO, HEREBY APPROVE THIS PLAT OF FIRST AMENDED ASPEN RIDGE III.

CITY ENGINEER ~ McCALL, IDAHO

APPROVAL OF THE CITY PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 2016, BY THE CITY OF McCALL PLANNING AND ZONING COMMISSION.

CHAIRMAN

ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 2016, before me, _____, a Notary Public in and for said State, personally appeared Mike Robert, known or identified to me to be the Manager of McCall Ventures, LLC that executed the instrument or the person who executed the instrument on behalf of said LLC, and acknowledged to me that such LLC executed the same.

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

NOTARY PUBLIC FOR IDAHO _____
My Commission Expires: _____

APPROVAL OF THE CITY OF McCALL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF McCALL, VALLEY COUNTY, IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____, 2016, THIS FIRST AMENDED ASPEN RIDGE III WAS DULY ACCEPTED AND APPROVED.

MAYOR ~ McCALL, IDAHO
CITY CLERK ~ McCALL, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

I, JOHN RUSSELL, REGISTERED PROFESSIONAL LAND SURVEYOR FOR VALLEY COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLEIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CERTIFICATE OF SURVEYOR

I, RALPH MILLER, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

RALPH MILLER



CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER

DATE _____
RP M05920000080
RP M05920000080
RP M05920000080

SRCECH ENGINEERING, INC.

McCall, Idaho

Instrument # 279774

VALLEY COUNTY, CASCADE, IDAHO

2004-01-30 11:15:57 No. of Pages: 93

Recorded for : RAY WOODS

LELAND G. HEINRICH

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT

Fee: 155.00

254.00

Instrument # 289339

VALLEY COUNTY, CASCADE, IDAHO

2004-11-10 01:45:57 No. of Pages: 93

Recorded for : RAY WOODS

LELAND G. HEINRICH

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT

Fee: 279.00

MASTERDECLARATION OFCOVENANTS, CONDITIONS AND RESTRICTIONSFORASPEN RIDGE

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ASPEN RIDGE is made effective as of the 27th day of January , 2004, by Aspen Ridge, J.V. a joint venture between FMW, LLC , an Idaho limited liability company, and WNLW, Inc. and Idaho Corporation,(Grantor" and "Class B Member").

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ARTICLE I: RECITALS

1.1 Property Covered. The Aspen Ridge Phase I and Phase II, consisting of approximately 100 acres, was approved in 2002 by the City of McCall for a maximum of 134 residential units. The property potentially subject to this Master Declaration of Covenants, Conditions and Restrictions for Aspen Ridge (this "Master Declaration") is the property legally described in Exhibit A attached hereto and made a part hereof which property consists of approximately 130 acres, is described as Aspen Ridge, Phase I, Phase II and Phase III which has not received final approval by the City of McCall, for the development of up to 244 residential units. The property described on Exhibit A may be made subject to this Master Declaration by Supplemental Declaration, and all property made subject to this Master Declaration shall be referred to as the "Property." Grantor intends to develop the Property in multiple development Phases, as defined below. Each Phase shall be subject to this Master Declaration through a Supplemental Declaration.

1.2 Residential Development. Aspen Ridge is a residential development, which Grantor currently intends to develop in accordance with existing development approvals obtained by Grantor from the City of McCall, or any other development plan(s) for which Grantor may from time to time obtain approval (the "Development Plan"). The Property will be developed for single-family residential homes, including, without limitation, Cluster Homes, as defined below, and Condominiums, as defined below. The Property may contain parcels of Common Area, including, without limitation, streams and ponds, open space, landscaping, wildlife habitat, recreational facilities, roads, streets, drives, and other amenities and facilities.

1.3 Purpose of Master Declaration. The purpose of this Master Declaration is to set forth the basic restrictions, covenants, limitations; easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property; to ensure a well-integrated, high quality development; and to guarantee adequate maintenance of the Common Area and the Improvements located on the Property in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Master Association or any Local Association as hereinafter described.

ARTICLE III: DEFINITIONS

3.1 “Architectural Committee” shall mean the Architectural Committee created by Grantor of the Master Association pursuant to Article XI hereof.

3.2 “Articles” shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

3.3 “Assessments” shall mean those payments required of Owners, Master Association Members, or Local Association Members, including Regular, Special and Limited Assessments of any Association, as further defined in this Master Declaration.

3.4 “Association” shall mean the Master Association and/or Local Association, whichever is appropriate in the context.

3.5 “Association Rules” shall mean those rules and regulations promulgated by a Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

3.6 “Board” shall mean the Board of Directors or other governing board or individual, if applicable, of an Association.

3.7 “Building Envelope” shall mean the Building Envelope or area within a Building Lot where a residential structure and accessory structures shall be located, always subject to the prior written approval of the Architectural Committee.

3.8 “Building Lot” shall mean a lot within a Phase as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.- For voting and membership purposes herein, “Building Lot” shall mean each single-family residential Building Lot including, without limitation, each Cluster Home or Condominium. Building Lot shall not include Common Area. Building Lot(s) are sometimes referred to herein, and sometimes referred in the Design Guidelines, as “homesite(s).”

3.9 “Bylaws” shall mean the Bylaws of an Association.

3.10 “Cluster Homes” shall mean a development approach in which Building Lots are reduced in size and/or sited closer together in clusters. Cluster Homes may include zero lot line units, town homes, attached units and detached units.

3.11 “Common Area” shall mean any or all parcels of-Common Area or Local Common Area, whichever is appropriate in the context, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open space, common landscaped areas, and waterways.

3.12 “Condominium” shall mean a condominium as defined in Idaho Code § 55-1501 et seq., as amended from time to time.

3.13 “Design Guidelines” shall mean the Design Guidelines and rules published and amended and supplemented from time to time as provided in such Design Guidelines.

3.14 “First Mortgage” shall mean any Mortgage which is not subject to any lien or encumbrance

except liens for taxes or other liens which are given priority by statute.

3.15 “Grantor” shall mean Aspen Ridge Homeowners Association, Inc., an Idaho corporation, or its successor, in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Aspen Ridge Homeowners’ Association, Inc. or its successor.

3.16 “Improvement” shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including, without limitation, residential structures, accessory buildings, fences, streets, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, wildlife habitat improvements, living and/or dead vegetation, rocks, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, road construction, utility improvements, removal of trees and other vegetation, plantings, and landscaping, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) does include both original improvements existing on the Property on the date hereof and all later changes and Improvements.

3.17 “Limited Assessment” shall mean a charge against a particular Owner and such Owner’s Building Lot, directly attributable to the Owner, equal to the cost incurred by the Master Association or Local Association in connection with corrective action performed pursuant to the provisions of this Master Declaration or any Supplemental Declaration, including interest thereon as provided in this Master Declaration or a Supplemental Declaration.

3.18 “Local Association” shall mean any profit or not-for-profit Idaho corporation or unincorporated association, or the successors of any of them, organized and established by Grantor pursuant to the terms of this Master Declaration or a Supplemental Declaration. A Local Association shall have no right, title or interest in the name “Aspen Ridge,” stylized or otherwise, or the logo in connection therewith.

3.19 “Local Association Board” shall mean the duly elected and qualified Board of Directors, or other governing board or individual, if applicable, of a Local Association.

3.20 “Local Common Area” shall mean all real property in which a Local Association holds an interest or which is held or maintained for the mutual use and benefit of such Local Association and its Members. Local Common Area may be established from time to time by Grantor on any portion of the Property by describing such an area on a recorded Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Master Declaration or in any Supplemental Declaration. Local Common Area may include easement and/or license rights.

3.21 “Master Association” shall mean the Idaho profit or non-profit corporation, its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Master Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Master Association the “AR Homeowners’ Association, Inc.”, or any similar name which fairly reflects its purpose. The Master Association shall have no right, title or interest in the name “Aspen Ridge,” stylized or otherwise, or the logo in connection therewith.

3.22 “Master Declaration” shall mean this Master Declaration as it may be amended and supplemented from time to time.

3.23 “Member” shall mean each person or entity holding a membership in the Master Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership in a Local Association.

3.24 “Mortgage” shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

3.25 “Owner” shall mean the record owner, whether one or more persons or entities, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and buyers under executory contracts of sale, but excluding those persons having such interest merely as security for the performance of an obligation, unless and until such person has acquired fee simple title pursuant to foreclosure or other proceedings.

3.26 “Person” shall mean any individual, partnership, corporation or other legal entity.

3.27 “Phase” shall mean a defined portion of the Property which has been designated as a Phase by recorded Supplemental Declaration. Each Phase shall contain one or more Building Lots, and may, in Grantor’s discretion, be managed to the extent permitted herein by a Local Association.

3.28 “Plat” shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Valley County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.29 “Project Documents” shall mean the basic documents creating and governing the Property including, without limitation, this Master Declaration, any Supplemental Declaration, Articles of Incorporation and Bylaws of an Association, the Association Rules, the Design Guidelines and any procedures, rules, regulations or policies adopted under such documents by an Association or the Architectural Committee.

3.30 “Property” shall mean those portions of the property described on Exhibit A subjected to this Master Declaration by recorded Supplemental Declaration, including, without limitation, each lot, parcel and portion thereof and interest therein.

3.31 “Recreational Facilities” shall mean the Recreational Facilities or amenities located on the Property from time to time.

3.32 “Regular Assessment” shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Area and all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of an Association which is levied against the property of each Owner to the Master Association, or applicable Local Association, pursuant to the terms hereof or the terms of this Master Declaration or a Supplemental Declaration.

3.33 “Special Assessment” shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized to be paid to the Master Association, or applicable Local Association, pursuant to the provisions of this Master Declaration or a Supplemental Declaration.

3.34 “Supplemental Declaration” shall mean any Supplemental Declaration including additional covenants, conditions and restrictions that might be adopted with respect to any Phase or any portion of the Property.

3.35 “Waterway” shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Improvements - Generally. All Improvements are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Master Declaration. Specific design, and construction guidelines are contained in the Aspen Ridge Design Guidelines, described further in Article XI below (the "Design Guidelines"), which Design Guidelines may be amended from time to time as provided in the Design Guidelines. The Design Guidelines and the general instructions set forth in this Master Declaration shall govern the right of a person or Owner to construct, reconstruct, refinish, remove, add, alter or maintain any Improvement upon, under or above the Property, and to make or create any excavation or fill on the Property, or make any change in the natural or existing surface contour or drainage, or install any utility line or conduit on, under or over the Property, including, without limitation, any Building Lot.

All Building Lots shall be used exclusively for residential purposes. No Building Lot shall be improved except with residential structures and accessory structures as permitted under the Design Guidelines. A Building Lot may contain more than one residential structure as long as such residential structures are in compliance with the Master Declaration and the Design Guidelines and applicable law. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved in writing. This Master Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions. This Master Declaration is intended to serve as authority for the Architectural Committee to use its judgment to see that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Property, height, grade and finished ground elevation, natural conditions, landscaping, and all aesthetic considerations as set forth in this Master Declaration and in the Design Guidelines.

An applicable Association, after reasonable notice to the offender and/or to the Owner, may remove any Improvement constructed, reconstructed, refinished, removed, added, altered or maintained in violation of this Master Declaration and/or the Design Guidelines and the Owner of the Improvements shall immediately reimburse the applicable Association for all expenses incurred with such removal. Each violation of this Master Declaration and the Design Guidelines is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against a Class A Member shall be applicable.

4.2 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be an Association's responsibility to maintain, the Board of the applicable Association of which such Owner is a Member (or the Board of the Master Association if the applicable Association fails to act or if no other applicable Association exists), upon thirty (30) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the applicable Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective

acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

4.3 Landscaping. The Architectural Committee shall adopt guidelines regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such guidelines, or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board of the applicable Association of which such Owner is a Member (or the Board of the Master Association if the applicable Association fails to act or if no other applicable Association exists), upon thirty (30) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the applicable Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein.

4.4 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No business or home occupation, no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants, as determined by the Board of the applicable Association, in its reasonable judgment, or in violation of any state or local law or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Master Association), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the applicable Association. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant ways, metals, bulk material, scrap shall be kept at all times in such containers and in areas approved by the Architectural Committee. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to other property.

4.5 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

4.6 No Mining or Drilling. No portion of the Property shall be used for the purpose of blasting, mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph shall not prohibit exploratory drilling or coring which is necessary to construct Improvements.

4.7 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.8 Vehicles. The use of all vehicles, including, without limitation, trucks, automobiles, bicycles, motorcycles, recreational vehicles, motor homes, motor coaches, campers, trailers, snowmobiles, aircraft,

boats, shall be subject to the Project Documents, which prohibit or limit the use thereof within the Property. No on-street parking shall be permitted except where expressly designated for parking use. This restriction, however, shall not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to the Property or for construction of Improvements by Grantor or Owners; provided, however, that such use shall not unreasonably bother or constitute a nuisance to others as determined by the Board of the Master Association in its reasonable judgment. Vehicles parked shall not extend into any sidewalk or bicycle path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Project Documents. No abandoned or inoperable, oversized, dilapidated or unrepaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment and all other unsightly equipment and machinery shall be placed upon any portion of the Property including, without limitation, streets, parking areas and driveways, unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this shall not include vehicles parked by owners while on vacation. "Oversized" vehicles shall be defined as vehicles which are too high to clear the entrance to a residential garage.

4.9 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property. This paragraph is not intended to prohibit the keeping of domesticated dogs, domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others as determined by the Board of the applicable Association, in its reasonable judgment, and are kept in compliance with the laws and ordinances of the City of McCall. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Aspen Ridge shall be subject to all "leash laws" of the City of McCall when such animal is off the premises of its owner. Animal structures are governed by the Design Guidelines.

4.10 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.11 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from Common Area over any Building Lot in the Property.

4.12 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of McCall City Code or by the Architectural Committee, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited Assessments provided for herein.

4.13 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Architectural Committee and all governmental authorities having jurisdiction.

4.14 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the McCall Sewer System and pay all charges assessed therefor.

4.15 Water Rights Appurtenant to Subdivision Lands. Within 120 days of the date of the recording of this Master Declaration, Grantor shall transfer from the Property subject to this Master Declaration, and within the boundaries of an irrigation entity, as defined in said Section 31 -3805, Idaho Code, all water rights and assessment obligations appurtenant to the Property to the Master Association.

4.16 Energy Devices, Outside. - No energy production devices, including, without limitation, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.17 Signs: No signs of any kind, including, without limitation, "for sale" signs, shall be displayed to the public view on or from any portion of the Property except those signs approved by the Architectural Committee, or signs of Grantor or its representatives, agents, employees or assigns, or signs required by law.

4.18 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless it is located or screened in a manner acceptable to the Architectural Committee.

4.19 No Further Subdivision. No Building Lot may be further subdivided unless expressly approved by Grantor.

4.20 Leasing. The Owner of a Building Lot shall have the right to Lease such Building Lot, subject to the following conditions: 1) all leases shall be in writing; 2) the lease shall be specifically subject to the Project Documents, and any failure of a tenant to comply with the Project Documents shall be a default under the Lease; and, 3) the Owner shall be liable for any violation of the Project Documents committed by the Owner's tenant, without prejudice to the Owner's right to collect any sums paid by the Owner on behalf of the tenant.

4.21 Interval Interests. Grantor may create, declare, and sell, in accordance with the Project Documents, interval licenses or interval ownership interests (sometimes referred to as interval interest). Grantor's creation, declaration and sale of such interval interest must comply with the Project Documents and with the provisions of all laws, regulations, ordinances and other governmental and quasi-governmental regulations. Grantor shall, prior to the sale of such interval interest, record in the official records of Valley County, Idaho, a declaration of such interval interest.

4.22 Grantor Right of Development. Nothing contained herein shall limit the right of Grantor to subdivide or resubdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to after the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of -the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant,

establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Master Association, Local Association or Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Valley County Recorder.

Grantor, in Grantor's sole discretion, and with the approval of the City of McCall, may amend and modify the Development Plan; Any development plans or schemes for the Property in existence prior to or following the effective date of this Master Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved. By acceptance of a deed to any property in Aspen Ridge, each Owner of such property thereby acknowledges and agrees the development plans and schemes for the property described on Exhibit A may be amended, modified or changed in Grantor's sole discretion.

No provision of this Master Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing. At all times, and under all circumstances, Grantor shall not be required to obtain any consent or approval from any Owner or Owners or the Master Association or any Local Association or Architectural Committee in order for Grantor to complete development of the Property and to construct improvements thereon.

4.23 Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations with respect to all or any portion of the Property, including, without imitations, any and all portions of the Property subject to wetlands regulation by the U.S. Army Corps of Engineers.

ARTICLE V: AR HOMEOWNERS' ASSOCIATION, INC.

5.1 Organization of Aspen Ridge Homeowners' Association, Inc. AR Homeowners' Association, Inc. (the "Master Association") shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. Grantor may, in its discretion, grant to the Master Association a revocable, non-exclusive license to use the name "Aspen Ridge." Each Owner shall abide by and benefit from the provisions, covenants, conditions and restrictions contained in the Project Documents.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Master Association, and no Owner, except Grantor, shall have more than one membership in the Master Association. Memberships in the Master Association shall be appurtenant to the Phase, Building Lot or other portion of the Property owned by such Owner. The memberships in the Master Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Master Association.

5.3 Voting. Voting in the Master Association shall be carried out by Members who shall cast the votes attributable to the Building Lot which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the vote, or fractional vote, if applicable, attributable to the Building Lot. For voting purposes, the Master Association shall have two (2) classes of Members as described below.

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to one vote for each Building Lot. Any Supplemental Declaration may provide that a Condominium shall have a fractional vote of less than one.

5.3.2 Class B Members. Grantor shall be known as the Class B Member, and shall be entitled to 660 votes (that is 5 votes for each of the 132 approved Building Lots) less 5 votes for each Building Lot owned by someone other than Grantor. The Class B Member shall cease to be a voting Member in the Master Association on the earlier of: when the Class B Member holds fewer than 40 votes; or twenty (20) years after the date of this Master Declaration is recorded in the official records of Valley County.

The vote, or fractional vote, if applicable, for each Building Lot shall be exercised as the Owners thereof among themselves determine. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Meetings of Master Association. Each year the Master Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Master Association meetings, and all other persons may be excluded. When more than one person holds an interest in any Building Lot, all such persons shall be Members but only one Member with an interest in such Building Lot shall attend Master Association meetings. Notice for all Master Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Members representing Owners holding at least thirty percent (30%) of the total votes of all Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of the Class B Member, where there is such a Member, and of the Members holding at least ten percent (10%) of the total votes of all Members, shall constitute a quorum.

5.5 Board of Directors and Officers. The affairs of the Master Association shall be conducted and managed by a Board of Directors (the "Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Master Association shall be elected in accordance with the provisions set forth in the Bylaws.

5.6 Power and Duties of the Master Association.

5.6.1 Powers. The Master Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Project Documents. The Master Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Master Association under Idaho law and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Master Declaration's other assets, including water rights when and if received from Grantor, and the performance of the other responsibilities herein assigned, including without limitation:

5.6.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Master Declaration.

5.6.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoy any breach or threatened breach of the Project Documents, and to enforce by injunction or otherwise, all provisions hereof.

5.6.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of the Common Area. Neither the Master Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.6.1.4 Association Rules. The power to adopt, amend and repeal by majority

vote of the Board such rules and regulations as the Master Association deems reasonable. The Master Association may govern the use of the Common Area by the Owners, their families, invitees, licensees, lessees or contract purchasers, including, without limitation, the use of Common Area for organized recreational activities; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Master Declaration, the Articles or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Master Declaration. In the event of any conflict between such Association Rules and any other provisions of this Master Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Master Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

5.6.1.5 Emergency Powers. The power, exercised by the Master Association or by any person authorized by it, to enter upon any portion of the Property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Master Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Master Association.

5.6.1.6 Licenses Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

5.6.1.6.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

5.6.1.6.2 Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

5.6.1.6.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose including, without limitation, bicycle pathways.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Master Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this Master Declaration on behalf of Grantor who are in being as of the date hereof.

5.6.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Master Association by the Project Documents, the Development Plan, the Golf Course Agreement, and the Operation and Maintenance Agreement, without limiting the generality thereof, the Master Association or its agent, if any, shall have the authority and the obligation to conduct all

business affairs of the Master Association and to perform, without limitation, each of the following duties:

5.6.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area (other than Local Common Area), including the repair and replacement of property damaged or destroyed by casualty loss. All Waterways shall be maintained in accordance with sound hydrological principles, with particular attention to the protection and husbandry of the wildlife habitat. The Master Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Master Association;

5.6.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area;

5.6.2.3 Maintenance of Berms, Retaining Walls and Fences. Maintain, if any, the berms, retaining walls, fences and water amenities within and abutting Common Area;

5.6.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Property, the Master Association and/or any other property owned by the Master Association. Such taxes and Assessments may be contested or compromised by the Master Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Master Association shall pay all other federal, state or local taxes, including income or corporate taxes levied against the Master Association, in the event that the Master Association is denied the status of a tax exempt corporation;

5.6.2.5 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area, and to manage for the benefit of Aspen Ridge all water rights and rights to receive water held by the Master Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

5.6.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, and to the extent possible to obtain, including, without limitation the following policies of insurance:

5.6.2.6.1 Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within the Common Area.

5.6.2.6.2 Comprehensive public liability insurance insuring the Board, the Master Association, Grantor, and the individual grantees, tenants-, agents and employees, invitees and guests of each of the foregoing against any liability incident

to the ownership and/or use of the Common Area, Limits of liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage;

5.6.2.6.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000).

5.6.2.6.4 Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Master Association functions or to insure the Master Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Master Association funds or other property;

5.6.2.6.5 The Master Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Master Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith; and

5.6.2.6.6 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Master Association.

5.6.2.7 Rule Making. Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable;

5.6.2.8 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Master Association Members, the cost of which shall be included in Regular Assessments;

5.6.2.9 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Master Declaration; and

5.6.2.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Master Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Project Documents, the Development Plan, the Golf Course Agreement, the Operation and Maintenance Agreement, and any and all laws, ordinances, rules and regulations of the City of McCall and Valley County. Also including, without limitation, the recordation of any claim of lien with the Valley County Recorder, as more fully provided herein.

5.7 Budgets and Financial Statements. Financial statements for the Master Association shall be prepared regularly and copies shall be distributed to each Member of the Master Association as follows:

5.7.1 A pro forma operating statement or budget: for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable.

5.7.2 Within- ninety (90) days after the close of each fiscal year, the Master Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Master Association's fiscal year and annual operating statements reflecting the income and expenditures of the Master Association for its last fiscal year. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8 Manager. The Master Association may employ or contract for the services of a professional manager, provided that no such employment shall be by a contract having a term of more than three (3) years, and each such contract shall be subject to cancellation by the Master Association on a ninety (90) days or less prior notice without cause and without payment of a termination fee. The professional manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Master Association except upon specific prior approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such a professional manager of any such duty, power or function so delegated by written instrument executed by or on behalf of the Board.

5.9 Personal Liability. No Member of the Board, or member of any committee of the Master Association, or any officer of the Master Association, or Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Master Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Master Association, the Board, the manager, if any, or any officer, committee, or other representative or employee of the Master Association, Grantor, or the Architectural Committee, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

ARTICLE VI: LOCAL ASSOCIATIONS

6.1 Creation by Grantor. Grantor may create Local Associations as profit or non-profit corporations under the provisions of the Idaho Code relating to corporations, or Grantor may create such Local Association as any unincorporated entity which Grantor deems appropriate. Grantor may, in its discretion, create a Local Association by means of a Supplemental Declaration, or create such Association by means of separate instruments, and may, in its discretion, grant to such Local Association a revokable, non-exclusive license to use the name "Aspen Ridge."

6.2 Members of Local Associations. Where a Local Association is created, the Members thereof shall be all the Owners of Building Lots, including Grantor while it remains an Owner, in the respective Phases designated in the applicable Supplemental Declaration. Memberships may be transferred only as specified in paragraph 5.2 for the Master Association. Members of a Local Association shall also be Members of the Master Association.

6.3 Voting in Local Associations. Each Local Association shall have two (2) classes of voting memberships, and the number of votes each Member may cast on a single vote will be determined according to the number of Building Lots existing on that portion of the Property the Member owns, in the same manner and amounts as votes are allocated to Members in paragraph 5.3 for the Master Association.

6.4 Meetings of Local Association. Each year the Local Association shall hold at least one meeting of the Members in the same manner as specified in paragraph 5.4 for the Master Association.

6.5 Management, Powers and Duties. Each such Local Association, if any, shall be managed by a Board of Directors and officers in the same manner as specified in paragraph 5.5 for the Master Association, shall have the same powers and duties with respect to its Members or the property owned, managed or maintained by it, including levying Assessments, adopting rules and regulations, granting easements, licenses and rights-of-way, payment of expenses, taxes, Assessments, utility charges, insurance premiums and the preparation and distribution of budgets and financial statements as are provided in paragraph 5.6 for the Master Association, except as modified herein or as modified by a Supplemental Declaration. Each such Local Association may certify to the Master Association the amount of such Assessments and charges for collection. The Board, Member, Committee, officers, Grantor, or the manager, if any, shall be free of personal liability as to the Local Association in the same manner as described in paragraph 5.9 for the Master Association.

ARTICLE VII: RIGHTS TO COMMON AREAS

7.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area, and to the extent permitted by any Supplemental Declaration or other instrument, shall have a right to use each parcel of Local Common Area owned and/or managed by a Local Association of which such Owner is a Member, which right shall be appurtenant to and shall pass with the title to every Building Lot subject to the following provisions:

7.1.1 The right of an Association holding or controlling such Common Area to levy and increase Assessments;

7.1.2 The right of such Association to suspend the voting rights and rights to use of, or interest in, Common Area by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association Rules;

7.1.3 The right of an 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 permitted by the Project Documents and agreed to by the Members; and

7.1.4 The right of such Association to prohibit the construction of structures or Improvements on all Common Areas.

7.2 Designation of Common Area. Grantor shall designate and reserve Common Area, and Local Common Area in the Master Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment to the Common Area or the Local Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or an Association shall have the right to delegate the right of enjoyment to the Common Area or the Local Common Area, to the general public, and such delegation to the general public shall be for a fee set by Grantor or Association.

7.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE VIII: ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any Building Lot in Aspen Ridge, each Owner of such Building Lot thereby covenants and agrees to pay when due all Assessments or charges made by the Master Association and/or a Local Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Master Declaration or other applicable instrument.

8.1.1 Assessment Constitutes Lien. Such Assessments and charges together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

8.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

8.2 Uniform Rate of Assessment. All Assessments must be fixed at a uniform rate for each type of Building Lot, but the basis and rate of Assessments for each type of use may be varied as provided below:

Building Lots shall be assessed on the basis appropriate for each type of such use which types may be based upon classification including, without limitation, single-family dwellings, attached dwellings or clustered dwellings, and adjoining units as determined by the Board from time to time. The rate of Assessment levied against Building Lots within the various phases may be varied based upon the Board's sole and exclusive determination that any specific item in the applicable Association's budget may more directly benefit a certain phase of the Property in excess of its proportionate share, or that the applicable Association has provided services to such phase in excess of those to other phases within the Property, provided, however, that such rate of Assessment shall be uniform, and proportionate to the use within each phase.

8.3 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

8.3.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal and attorneys fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association (the "Operating Expenses"), and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of an Association that must be replaced and maintained on a regular basis (the "Repair Expenses"). The Operating Expenses and the Repair Expenses are collectively referred to herein as the "Expenses."

8.3.2 Computation of Regular Assessments. An Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale

of a Building Lot occurs in the Property for the purposes of the Master Association's Regular Assessment, and beginning on such date as is set forth in the Supplemental Declaration for a Local Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

8.3.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Project Documents, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner for any given fiscal year shall be computed as follows:

8.3.3.1 As to the Master Association's Regular Assessment, each Owner, except for the Grantor, as provided further in subparagraph 8.3.3.3 below, shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Property;

8.3.3.2 As to any Local Association, each Owner who is also a Member of such Association, except for the Grantor, as provided further in subparagraph 8.3.3.3 below, shall be assessed and shall pay an amount computed by multiplying such Association's total advance estimate of Expenses by the fraction produced by dividing the number of Building Lots in the applicable Phase attributable to such Owner by the total number of Building Lots in such Phase; and

8.3.3.3 For two (2) years following the date assessments for a Phase are assessed against the Owners of Building Lots in such Phase, Grantor shall not be assessed Regular Assessments for each Building Lot in such Phase of which Grantor is an Owner. However, during such two (2) year period, Grantor shall pay an amount equal to the Operating Expenses shortfall of the applicable Association for each Phase (the "Shortfall Payment"), which Shortfall Payment shall be an amount less than or equal to the Regular Assessments multiplied by the total number of Building Lots in such Phase owned by Grantor on the date Regular Assessments are assessed against the Owners of Building Lots in such Phase. Grantor's Shortfall Payment in connection with such Phase shall end two (2) years after the date assessments in such Phase begin. Thereafter, Grantor shall be assessed Regular Assessments for each Building Lot in such Phase of which Grantor is an Owner.

8.4 Special Assessments.

8.4.1 Purpose and Procedure. In the event that the Board of an Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of Improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

8.4.2 Consistent Basis of Assessment. Every Special Assessment levied by and for an Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

8.5 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for Aspen Ridge.

8.6 Assessment Period. Unless otherwise provided in the Project Documents, the Assessment period shall commence on June 1 of each year and terminate May 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

8.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There may accrue, at the Board's uniform discretion, with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days may accrue, at the Board's uniform discretion, interest at eighteen percent (18%) per annum calculated the date of delinquency to and including the date full payment is received by an Association. An Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

8.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Master Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Article may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

8.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in the Project Documents, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of an Association and to any person in possession of a Building Lot in the applicable Phase, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE IX: ENFORCEMENT OF ASSESSMENTS; LIENS

9.1 Right to Enforce. The Master Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot shall be deemed to covenant and agree to pay each and every Assessment provided for in this Master Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Master Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Article to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

9.2 Assessment Liens.

9.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Master Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Master Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Valley County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

9.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may Cause to be recorded in the office of the Valley County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

9.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

9.4 Required Notice. Notwithstanding anything contained in this Master Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency

and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Valley County Recorder.

9.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Article with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Master Declaration.

9.6 Rights of Mortgagees. Notwithstanding any other provision of this Master Declaration, no amendment of this Master Declaration shall operate to defeat the rights of the beneficiary under any deed of trust or a mortgage under any mortgage upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Master Declaration as amended.

ARTICLE X: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

10.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of an Association shall be made available for inspection and copying by any Member of an Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of an Association.

10.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to: notice to be given to the custodians of the records by the persons desiring to make the inspection; hours and days of the week when such an inspection may be made; and payment of the cost of reproducing copies of documents requested pursuant to this Article.

10.3 Director's Rights of Inspection. Every director of the Board shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE XI: ARCHITECTURAL COMMITTEE

11.1 General. Improvements on the Property shall be made in conformity with the Aspen Ridge design guidelines (the Design Guidelines"). No Improvements on any portion of the Property shall be constructed, placed or removed, except those of Grantor, without Architectural Committee approval as provided by the Design Guidelines. The Design Guidelines are designed to protect the special qualities of Aspen Ridge, and to encourage creative design, by providing general architectural, design and construction guidelines (including Building Envelope guidelines), landscape guidelines (including a description of existing, natural conditions, and vegetation), submittal and review procedures, and fees and charges for review. This Master Declaration is intended to serve as authority for the Architectural Committee to use its judgment to see that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and all aesthetic considerations as set forth in this Master Declaration, and Supplemental Declaration, and in the Design Guidelines. The content of the Design Guidelines may be modified and amended from time to time as provided in the Design Guidelines.

11.2 Creation; Grantor's Right of Appointment. Within thirty (30) days of the date on which Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Aspen Ridge architectural committee (the "Architectural Committee"). Thereafter, at any time, and from time to time, until such time as the Class B Membership is terminated, Grantor shall have the exclusive right, in Grantor's sole discretion, to appoint, remove and replace all members of the Architectural Committee. At all other times, the Board of the Master Association shall have the right to appoint, remove and replace all members of the Architectural Committee. A Local Association shall not establish an architectural committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person appointing them at any time without cause. The Architectural Committee shall review, study, and either approve or reject the proposed Improvements on the Property, all in compliance with the Master Declaration, any Supplemental Declaration, and the Design Guidelines. The actions of the Architectural Committee in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Property, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

11.3 Expenses. All expenses of the Architectural Committee shall be paid by the applicable Association. The Architectural Committee shall have the right to charge a fee for each application submitted to it for review in an amount which may be established by the Architectural Committee from time to time and such fees shall be collected by the Architectural Committee and remitted to the applicable Association to help defray the expenses of the Architectural Committee's operation, including reasonable payment to each member of the Architectural Committee for their services as provided herein.

11.4 Non-Liability of Architectural Committee Members. Approval by the Architectural Committee does not necessarily assure approval of the Improvements by any appropriate governmental or quasi-governmental agency, board or commission. Notwithstanding that the Architectural Committee has approved Improvements, plans and specifications, neither the Architectural Committee nor any of its members shall be responsible or liable to any Association or to any person, Owner, or Grantor with respect to any loss, liability, claim or expenses which may arise by reason of such approval of the Improvements, unless due to the willful misconduct or bad faith of the Architectural Committee. Neither the Board, Architectural Committee or any agent thereof nor Grantor or any of its partners, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Project Documents, nor for any structural or other defects in any work

done according to such plans and specifications. In any and all events, the Architectural Committee shall be defended and indemnified and held harmless by the Master Association in any such suit or proceeding which may arise by reason of the Architectural Committee's decision, The Master Association, however, shall not be obligated to defend, indemnify and hold harmless each member of the Architectural Committee to the extent any such member of the Architectural Committee shall be adjudged to be liable for negligence or misconduct in the performance of such member's duty as a member of the Architectural Committee, unless and then only to the extent that the court in which such action or suit may be brought shall determine that despite the adjudication of liability, but in view of all circumstances of the case, such member is fairly and reasonably entitled to indemnification and defense for such expense if such court shall deem proper.

ARTICLE XII: EASEMENTS

12.1 Owners: Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment of the Common Area which shall be appurtenant to and shall pass with the title to every Building Lot, subject to the easements set forth in this Master Declaration, as supplemented and amended from time to time.

12.2 Delegation of Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment in the Common Area, to such Owner's tenants, employees, family, guests or invitees.

12.3 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use as of the date of recordation of the Master Declaration, as supplemented and amended from time to time.

12.4 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto, or as between adjacent Building Lots, due to the unwilful placement or settling or shifting of the Improvements including, without limitation, structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Master Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments within and over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph.

12.5 Party Walls. Building Lots may include party walls, being the common walls between two Building Lots. To the extent any party wall exists, there is hereby created a common reciprocal easement for the location of such party wall. Each Owner shall have the right to use the surface of any party wall contained within the interior of the Owner's Building Lot, provided that an Owner shall not drive, place or cause to be driven or placed any nail, bolt, screw or other object into a party wall which penetrates the surface of such party wall more than one inch. The Owner shall respectively own to the centerline of any party wall. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of such party wall. Such party wall shall be maintained in good condition by the Owners thereof, free of structural defects and using reasonable care to avoid injury to the adjoining property. Notwithstanding any other provisions in this paragraph, an Owner who by negligent or wilful act or acts causes a party wall to be damaged and/or exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and/or repair to such party wall. If such party wall is destroyed or damaged by fire or other casualty, either Owner may restore such party wall and if the other Owner thereafter makes use of such party wall, such Owner shall contribute one-half (1/2) of the cost of such restoration. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or wilful acts or omissions.

12.6 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots and Common Areas resulting from the normal use of adjoining Building Lots or Common Areas, and for

necessary maintenance and repair of any Improvement including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

12.7 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Master Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of any Association the right to grant additional easements and rights-of-way over the Property and/or a Phase, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property.

12.7.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing or altering any Improvements upon any drainage or utility easement areas as shown on the Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots, and Grantor, Master Association or designated entity with regard to the landscaping easement described in this Article, shall be entitled to install and maintain landscaping on such easement areas, subject to approval by the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided further, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

12.8 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

12.8.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary; and

12.8.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Building Lot.

12.9 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace or maintain such driveway.

12.10 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the

repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the applicable Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Master Declaration for Limited Assessments.

12.11 General Landscape Easement. An easement is hereby reserved to each appropriate Association, its contractors, employees, and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing and- restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time.

12.12 Grantor's Rights Incident to Construction. Grantor, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property owned by Grantor; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Building Lot by that Owner or such Owner's family, tenants, employees, guests, or invitees.

12.13 Easements Deemed Created. All conveyances of Building Lots made after the date of the recording of the Master Declaration, as amended and supplemented from time to time whether by Grantor or otherwise, shall be construed to grant and reserve the easements contained in this Article, even though no specific reference to such easements or to this Article appears in the instrument for such conveyance.

12.14 Waterway Easements. Grantor hereby reserves for the benefit of the Master Association and the City of McCall an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any Waterway system installed by Grantor on the Property or pursuant to plans and specifications approved by the Architectural Committee. The Master Association shall have the right, but not the obligation, to maintain all Waterways to be maintained by the City of McCall, and to bill the City of McCall for all such maintenance conducted by the Master Association. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable; provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterway. Under no circumstances whatsoever shall the Waterways be used by any Owner, Member, tenants, invitees, and/or guests for recreational purposes including, without limitation, wading and/or swimming.

12.15 Reservation for Expansion. Grantor hereby reserves to itself and for Owners of Building Lots and Phases in all future phases of the Property a perpetual easement and right-of-way for access over, upon, and across the Property for construction, utilities, drainage, ingress and egress, and for use of the Common Area. The location of these easements and rights-of-way must be approved and may be documented by Grantor by recorded instruments.

12.16 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire

protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

12.17 Maintenance Easement. An easement is hereby reserved to Grantor, and granted to an Association, and any member of the Board or manager, if any, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Building Lots and Phases and a right to make such use of the Building Lots and Phases as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which an Association is obligated or permitted to perform pursuant to the Project Documents, including the right to enter upon any Building Lot or Phase for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Building Lot or Phase as required by the Project Documents.

12.18 Association's Responsibility. An Association shall maintain and keep the Common Area in good repair, such maintenance to be funded as provided herein. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and Improvements situated within the Common Area.

ARTICLE XIII: DAMAGE OR DESTRUCTION

13.1 Master Association as Attorney in Fact. Each and every Owner hereby irrevocably constitutes and appoints the Master Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the Improvements on the Common Area upon damage or destruction as provided in this Article or a complete or partial taking as provided in the next Article below. Acceptance by any grantee of a deed or other instrument of conveyance from Grantor or from any Owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Master Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted herein to the Master Association as attorney-in-fact.

13.2 Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction to any part of the Common Area, the Master Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Common Area so damaged or destroyed. "Repair and reconstruction" as used in this Article shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

13.3 Repair and Reconstruction. As soon as practical after obtaining estimates, the Master Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for the Owners, the Master Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Master Association shall not be abated during any period of insurance adjustments and repair and reconstruction.

13.4 Funds for Repair and Reconstruction. The proceeds received by the Master Association from any hazard insurance shall be used for the purpose of repair and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Master Association may assess and collect in advance from all Owners a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further assessments may be made in like manner if the amounts collected prove insufficient to complete such repair and reconstruction.

13.5 Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Master Association and the amounts received from the Special Assessments constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as a Special Assessment to the Master Association under this Article or, if no Special Assessments were made, then in equal shares per Building Lot, first to the mortgagees of a First Mortgage and then to the Owners, as their interests appear.

13.6 Decision Not to Rebuild. If Owners representing at least sixty seven percent (67%) of the total allocated votes in the Master Association and sixty seven percent (67%) of the mortgagees of a First Mortgage (based upon one vote for each mortgage owned) of the Building Lots agree in writing not to repair and reconstruct and no alternative improvements are authorized, then and in that event the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Master Association in a neat and attractive condition, and any remaining insurance proceeds shall be distributed in equal shares per Building Lot, first to the mortgagees of a First Mortgage and then to the

Owners, as their interests appear.

13.7 Damage or Destruction Affecting Building Lots. In the event of damage or destruction to the Improvements located on any of the Building Lots, the Owner thereof shall promptly repair and restore the damaged Improvements to their condition prior to such damage or destruction, If such repair or restoration is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if repair and reconstruction is commenced but then abandoned for a period of more than ninety (90) days, then the Master Association may impose a fine of not less than fifty dollars (\$50) per day on the Owner of the Building Lot until repair and reconstruction is commenced, unless the Owner can prove to the reasonable satisfaction of the Master Association that such failure is due to circumstances beyond the Owner's control.

ARTICLE XIV: CONDEMNATION

14.1 Rights of Owners. Whenever all or any part of the Common Area shall be taken or conveyed in lieu of and under threat of condemnation by the Board acting as attorney-in-fact for all owners under instructions from any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking, but the Master Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

14.2 Condemnation; Distribution of Award; Reconstruction. The award made for such partial or complete taking shall be payable to the Master Association as trustee for all Owners to be disbursed as follows: If the taking involves a portion of the Common Area on which Improvements have been constructed, then, unless within sixty (60) days after such taking Grantor and Owners representing at least sixty seven percent (67%) of the Class A Members shall otherwise agree, the Master Association shall restore or replace such Improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board and the Architectural Committee. If such Improvements are to be repaired or restored, the provisions in the Article immediately above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any Improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in equal shares per Building Lot, first to the mortgagees of any First Mortgage and then to the Owners, as their interests appear.

ARTICLE XV: RESOLUTION OF DISPUTES

If any dispute or question arises between Members or between Members and an Association or the Architectural Committee relating to the interpretation, performance or nonperformance, violation, or enforcement of the Project Documents, such dispute or violation may be subject to a hearing and determination by the Board.

ARTICLE XVI: MISCELLANEOUS

16.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitude of this Master Declaration shall run until December 31, 2022, unless amended as herein provided. After December 31, 2022, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Master Association and such written instrument is recorded with the Valley County Recorder.

16.2 Amendment.

16.2.1 By Grantor. Except as provided in paragraph 16.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Master Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Phase may be made by Grantor by an amendment to this Master Declaration at any time up to the recordation of the first deed to a Building Lot in such Phase.

16.2.2 By Owners. Except where a greater percentage is required by express provision in this Master Declaration, the provisions of this Master Declaration, other than this Article, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Master Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Master Association, and such amendment shall be effective upon its recordation with the Valley County Recorder. Any amendment to this Article shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Master Association.

16.2.3 Effect of Amendment. Any amendment of this Master Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

16.3 Mortgage Protection. Notwithstanding any other provision of this Master Declaration, no amendment of this Master Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Master Declaration, as amended.

16.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, first class, postage prepaid, addressed to any person at the address given by such person to the Master Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Master Association or to the address of such person as contained in the Valley County tax assessor's rolls. Such address may be changed from time to time by notice in writing to the Master Association, as provided in this paragraph 16.4.

16.5 Enforcement and Non-Waiver.

16.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and against the Owners thereof.

16.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Project Documents, is hereby declared a nuisance and will give rise to a cause of action in Grantor, an Association or any Owner of Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Master Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof, and then only if such self-help is preceded by reasonable notice to the Owner.

16.5.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Master Declaration and subject to any or all of the enforcement procedures set forth in this Master Declaration and any or all enforcement procedures in law and equity.

16.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

16.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

16.6 Use of Trademark. Each Owner by acceptance of a deed for such Owner's Building Lot, whether it shall be so expressed in any such deed or other conveyance, shall be deemed to acknowledge that "Aspen Ridge" is a servicemark and trademark of Aspen Ridge Homeowners' Association, Inc., or its licensees, and to covenant that such Owner shall not use the term "Aspen Ridge" without the prior written permission of Aspen Ridge Homeowners' Association, Inc., or its licensees.

16.7 Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Master Declaration shall be construed and governed under the laws of the State of Idaho.

16.7.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Master Declaration.

16.7.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 16.7.1, each of the provisions of this Master Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein,

16.7.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular and the masculine, feminine or neuter shall each including the masculine, feminine and neuter.

16.7.4 Captions. All captions and titles used in this Master Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions

hereof,

16.8 Successors and Assigns. All references herein to Grantor, Owners, an Association or person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or person.

IN WITNESS WHEREOF, the parties hereto have set our hands and seals this 27th of January, 2004.

ASPEN RIDGE JOINT VENTURE

FMW, LLC

By: _____

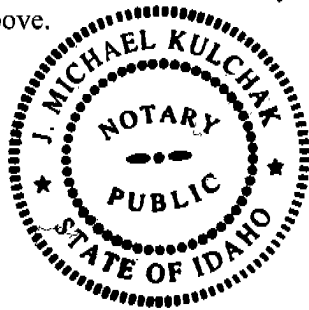
Daniel C. Fulkerson

It's: Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 27th day of January, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL C. FULKERSON, known or identified to me to be the Member of FWM, INC., an Idaho limited liability company that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such LLC executed the same.

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



Notary Public for Idaho
Residing at _____
My commission expires: 11/19/08

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

DESIGN GUIDELINES

ASPEN RIDGE

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INTRODUCTION

The design guidelines for Aspen Ridge are based upon a simple premise; that the natural qualities of the site should dictate each home location, and that each structure should be a simple design statement compatible with the site and the overall character of McCall.

The natural beauty and quality of Aspen Ridge are intended to be kept intact, and through the use and implementation of the design guidelines, the overall character of the community will be maintained.

These guidelines are intended to be used in conjunction with a formal design review. They are not a recommendations for good design. They are meant to give each home builder a sense of what the Architectural Committee will be looking for in its review. The intent of the guidelines is to leave as much design freedom as possible for each home builder.

These guidelines and the review by the Architectural Committee do not supersede, nor replace the requirements for any permits or review by the City of McCall or other governmental or regulatory agency.

Aspen Ridge and its staff welcomes dialogue with the owner, architect, and contractor regarding the intent and constraints exhibited in these design guidelines.

The design guidelines are broken down into three key areas; Site Design & Development, Architectural Character, and Landscape Design. Sensitivity to these three key elements in the design and construction of your residence will enhance not only your home, but all of Aspen Ridge.

Appendix “C”- “Helpful Hints” is provided to help you and your designers with key areas of concern which should be considered in order to avoid specific site and construction

problems due to the winter climate in McCall, Idaho. These “Helpful Hints” are not necessarily part of the design review process, but are merely provided as useful information derived from years of mountain/cold climate design experience.

To expedite the review of your application, there are two specific review steps; first a preliminary review for site and preliminary design, and then a full review of the building and the site development. Careful attention to and submittal of the check list found in Appendix “A” will aid in the smooth processing of each application.

SITE DESIGN & DEVELOPMENT

Major Goals:

- Compatibility of building location with key site features
- Preservation of the existing character of the building site
- Visual and physical adaptation of the building to its site
- Respect existing structures, view corridors, and solar orientation

Introduction

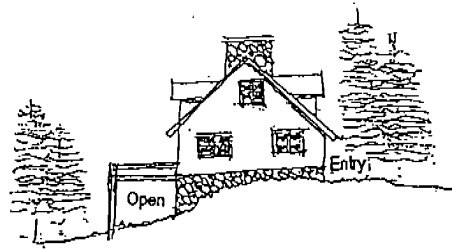
The design and development of each home and home site must take into account the key features which exist on and near the site. Aspen Ridge has visually surveyed the property and prepared a “map” for each home site. These “maps” identify the key features to be considered in the design and development of the site including:

- major tree masses
- feature or “specimen” trees
- major rock outcroppings
- wetlands or other amenities
- general topography

Each home builder to verify and carefully integrate the existing site feature to preserve and maximize the natural benefits of each site.

Much of Aspen Ridge’s terrain is wooded and sloped. This variation in site topography provides a variety of design opportunities which include:

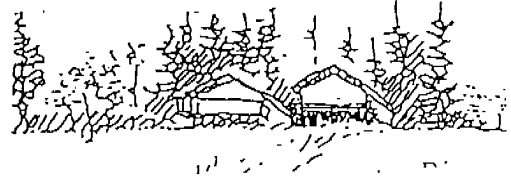
Lower level entry/
garage access walk
out upper level



Fall away lot” with
walk out lower level

Location of Construction (Siting)

New building and other construction should be placed on the site with respect to the existing key feature such as tree massing, topography, and rock outcroppings. Home sitting shall occur either within tree masses, or at the edge of the tree line overlooking open space, or out in the open where devoid of trees. The objective is to give each house a sense of unity with its site and surroundings, providing scale to each house so as to not dominate the site.



Wherever possible, houses should be sited within the trees, or just off the tree line to maintain the existing tree edge.



Where neither of these alternatives is available, as in the meadow areas, houses should be sited in a massing sense, using landscaping as tools for relating to the existing site and adjacent sites.

Site Coverage

The overall impact and quality of Aspen Ridge depends greatly on maintaining as much of the character and quality of the site and each home site as possible. In the design of each home, there are several key factors which will limit the size, coverage and location of the anticipated buildings.

In addition to the McCall zoning ordinances, the following minimum sideyards setbacks are required:

Home sites less than 80' wide	10' min. each side The sum of both side yards setbacks shall equal a min. of 30% of the lot width.
Home sites 80' to 125' wide	12' min. each side The sum of both side yards setbacks shall equal a min. of 30% of the lot width.
Home sites greater than 125' in width	15' min. each side The sum of both side yard setback shall equal a min. of 30% of the lot width.

Front yard setback is 20' minimum with a ten foot (10') variance allowed for side entry garages. Rear yard setback is 25' minimum and generally 35' minimum from any wetland areas adjacent to home site. Where wetlands encroach into home site, as defined on the AR constraints maps, minimum setback of 15' shall be maintained as a riparian zone.

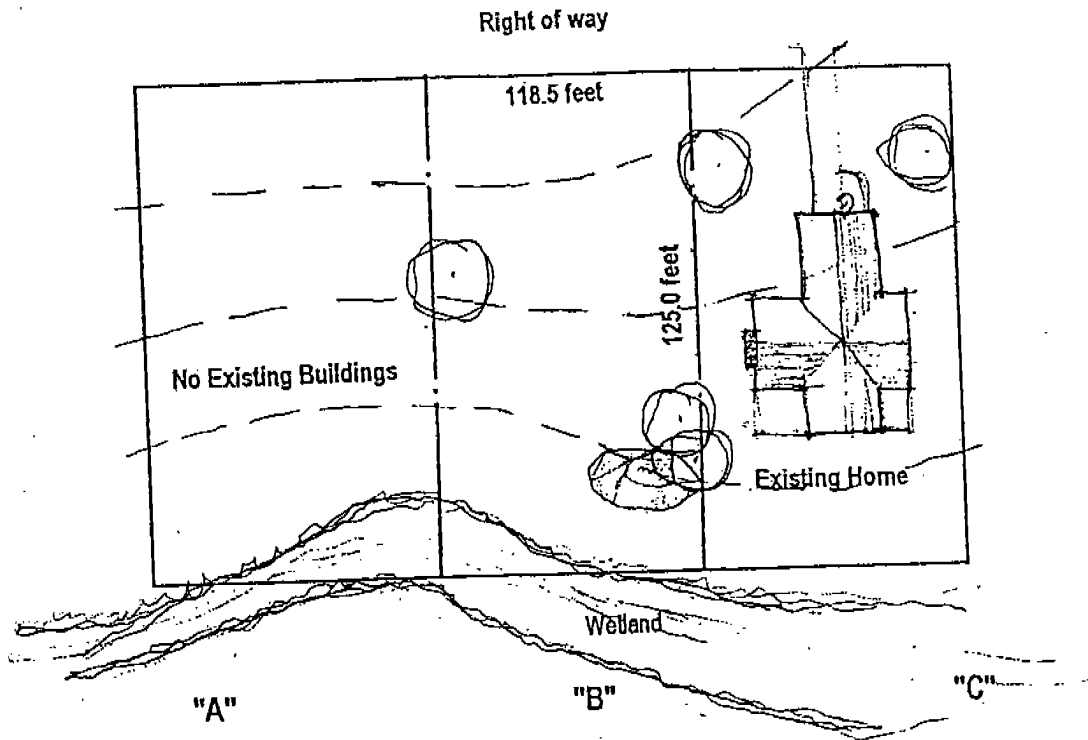
Home site coverage maximums shall be based upon the following calculations:

Building/house ("footprint")	100%
Decks, patios, etc.	50%
Driveways, walks, etc.	35%

The maximum coverage for home sites is as follows:

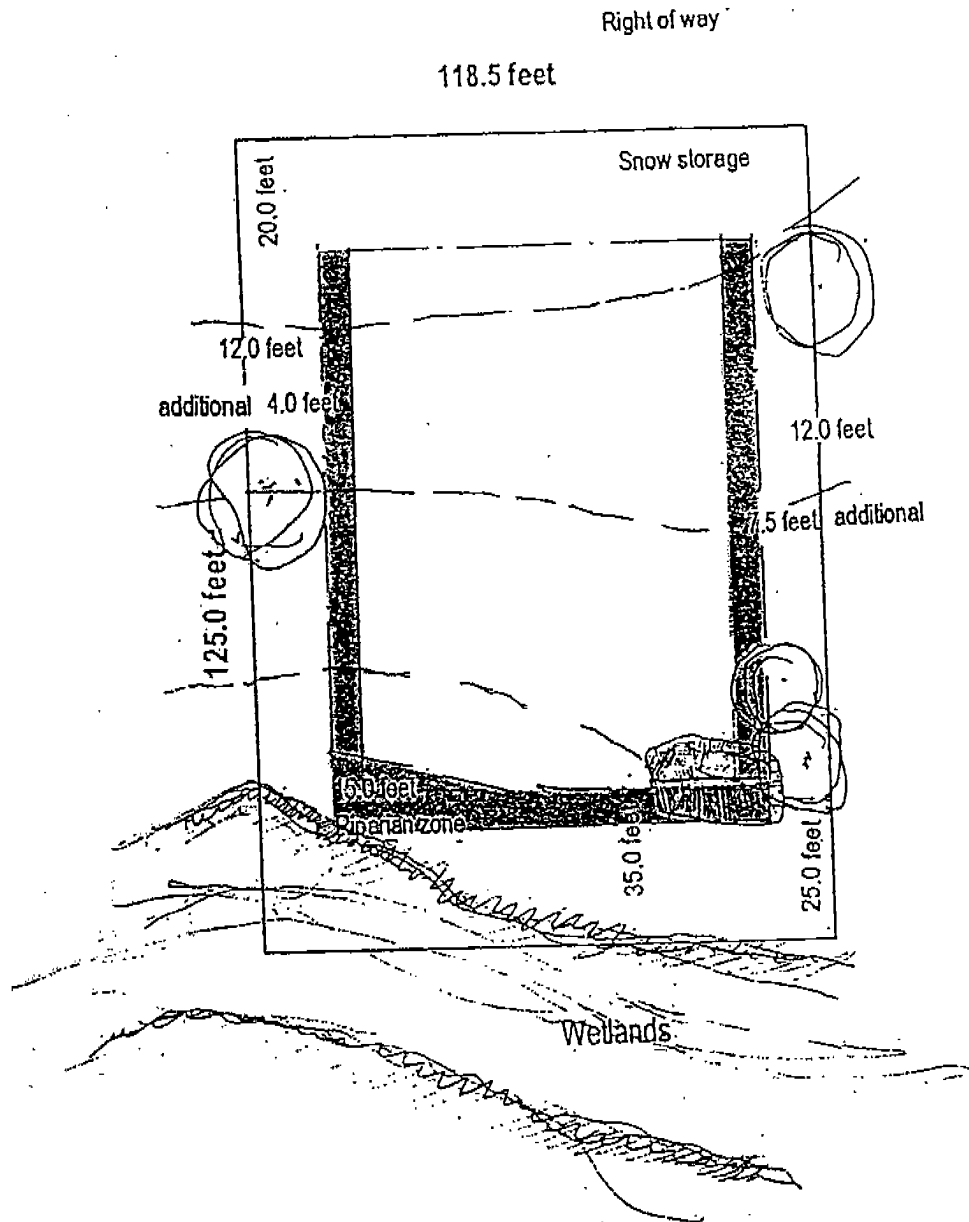
Home sites less than 12,000 s.f.	25%
12,001 s.f. to 30,000 s.f.	20%
Home sites over 30,000 s.f.	15%

A typical home site submittal should indicate the above as illustrated.



Lot "B" Block "X"
 Site Dimensions 118.5' x 125.0'
 Site Size 14,812.5 sq. ft.

Typical Submittal for Home Site "B"

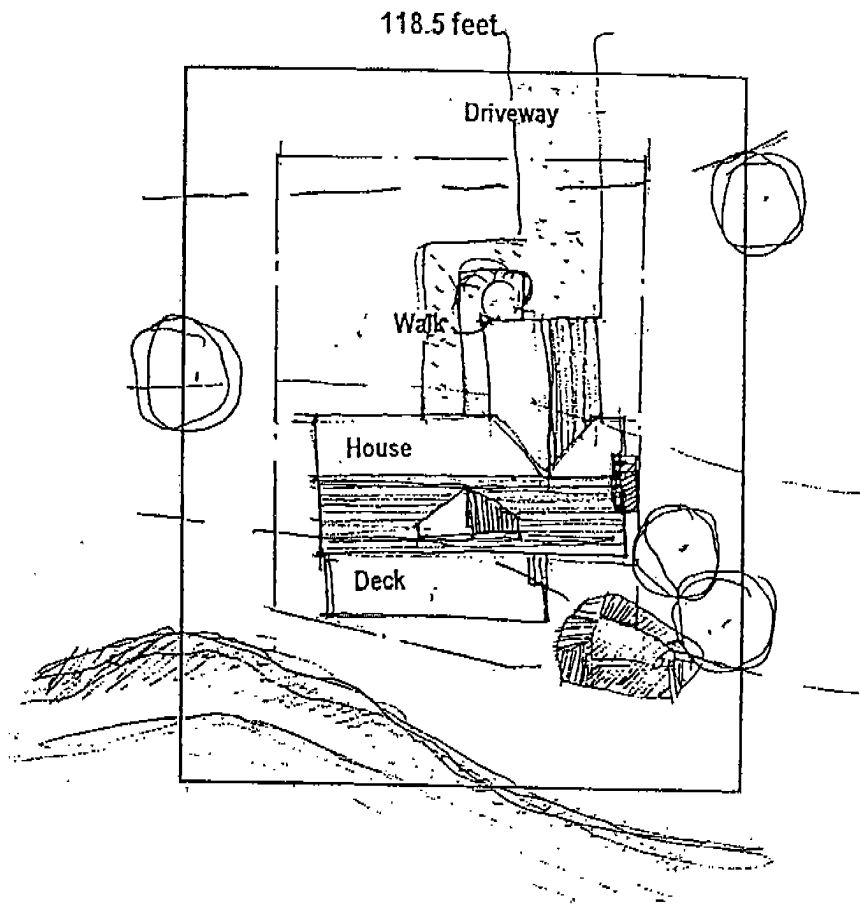


Setbacks:	
Front yard	20 feet
Rear yard	25 feet
Onsite wetland	15 feet
Adjacent wetland	35 feet

Sideyard calculations:
 12 feet each side minimum
 total 24.0 feet
 30% of lot width = 35.5 feet
 additional side yard required 11.5 feet

Note: distribution of additional side yard requirements should be based upon careful review of each homesite and neighboring homesite or structures

Typical Setback Submittal



Set Size: 14,812.5 sq. ft.
 Maximum coverage = 20% = 2,962.50 sq. ft.

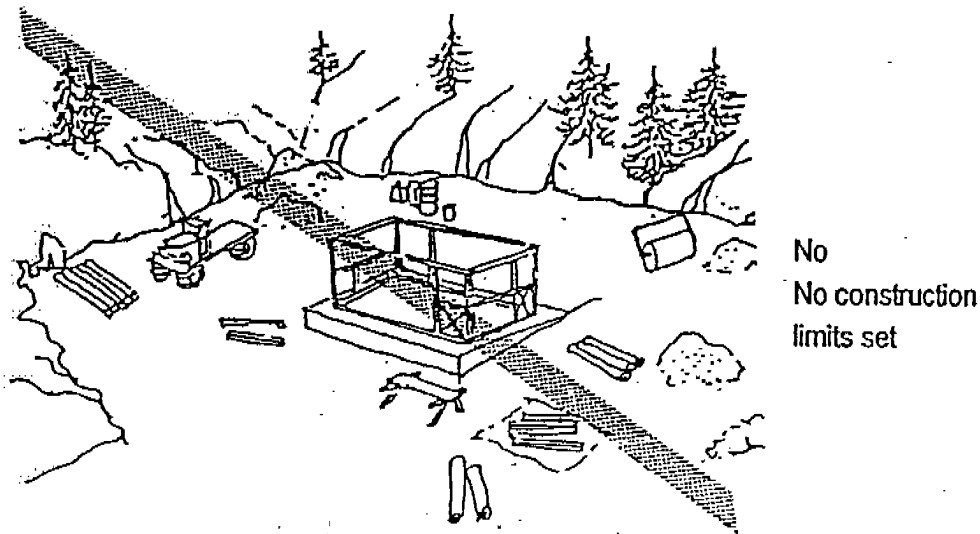
"Footprint" of Main Floor 2,400 sq. ft.	@ 100%	2,400.00 sq. ft.
Decks and Patio of 350 sq. ft.	@ 50%	175.00 sq. ft.
Driveways and walks of 810 sq. ft.	@ 35%	<u>283.50 sq. ft.</u>
Total (19.3%)		

Typical Site Coverage Submittal

Grading

To preserve the existing land forms and site vegetation, grading plans for the construction of the house must be sensitive to the natural features of the site. The area of disturbance which is created through the construction and grading of the project needs to be carefully reviewed and considered in the layout of the home site. This is the area which will promote greater erosion and require more extensive revegetation.

Building and driveways must be carefully fitted into their sites. Every effort should be made to minimize grading and excavation, and to contain construction within fixed limits (this includes auto/truck parking, construction access, and material storage).



Measure must be taken to identify the area of disturbance in site, tag all trees over 6" in diameter within the area of disturbance and provide construction limits through the use of stakes and ribbon. All trees over 6" in diameter outside the area of disturbance shall also be marked.

All cut and fill requirements should confirm to good engineering practices providing naturally rounded tops and toes of slopes, confirming to the natural topography with temporary slope stabilization measures.

All trees designated for preservation on the site should be protected from injury during construction, and all grading within the tree's "drip line" should be avoided.

Drainage

Each building lot contains its own particular natural drainage pattern, the result of its topography and vegetation. Whenever possible, this surface drainage pattern should be preserved. Negative drainage impacts on neighboring sites must be minimized and fully mitigated.

Surface system (swales, culverts, retention basins) are preferable to closed underground systems. If closed underground systems are required, the release points must be designed to preclude erosion.

Due to the sensitivity of serval areas in Aspen Ridge, special attention must be paid erosion and silt control in and around wetlands.

Paving Driveways, Paths, and other Surfaces

All paved surface should have a scale and character that is suitable to Aspen Ridge. Paved surfaces should only be used where an unpaved surface is functionally unsuitable. Unpaved surfaces should be of natural materials, with all material and colors submitted to the Architectural Committee. Where paved surfaces are desired, the choice of material and the alignment of the path or driveway should be based upon both aesthetic and functional considerations,

Acceptable paving materials include:

- asphalt, wood, on-site stone,
- decomposed granite or stone
- concrete, or brick paver

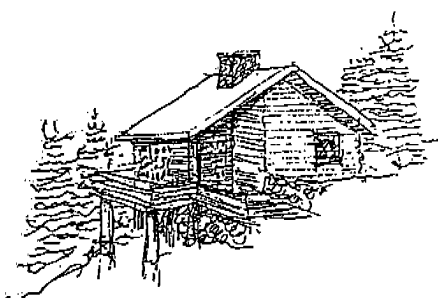
ARCHITECTURAL CHARACTER

Major Goals:

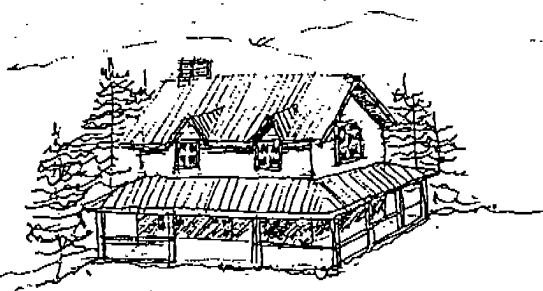
- Through the use of building masses, roofscapes, walls and site Relationship, emphasize the following:
 - “genuine architecture” with human scale
 - avoidance or allusions or “ersatz” or “caricaturistic” forms foreign to the McCall area.
 - proximity to the ground; so the buildings “hug” the ground, rather than dominating the site.
 - adaptation to the site in every possible way, including its severe winter climate, its terrain, its pattern of sunlight and shade, and its natural vegetation.

Introduction

The design character of Aspen Ridge is based upon "good" sense design. McCall had its own "vernacular architecture" including two major types of design approaches, the log cabin and the veranda/ranch home. Each of these styles had its own feeling and appropriateness to Aspen Ridge. A file of different houses and cabins is available for review at the office to assist in the design of a new home.



log cabin



veranda / ranch

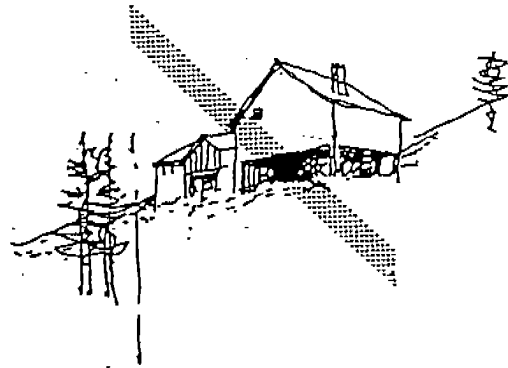
Continuing Lower Wall to the Ground

The “sense” or “impression” of a building should be that its walls continue down to the ground to give a feeling of solidarity and stability.



Yes Walls continue downward to rest on the ground. Any columns, piers, or other support members are sized as to give an appearance of mass and strength.

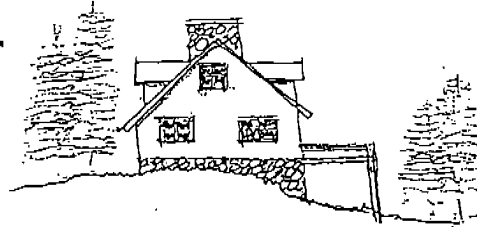
No Walls are held off the ground by thin members. The building is exposed to the elements, and seems to float in the air.



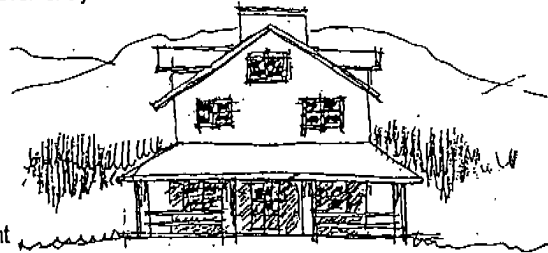
Exterior Elevations

The exterior design of each home should take into consideration the various constraints of each site, especially the topography. Working with the slope and designing the entry to work within the existing terrain will help the house a part of the site. Exterior elevation generally should not have an uninterrupted wall over one and one-half stories; however in no case may they exceed two stories.

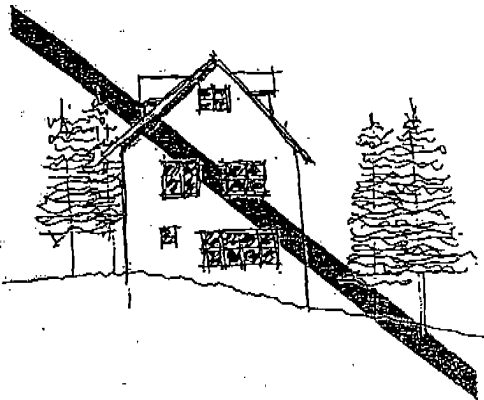
typical "fall away"
lot design



typical "lower
level" entry



Yes
limited wall height

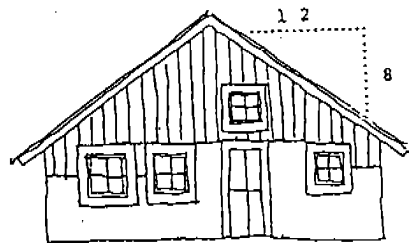
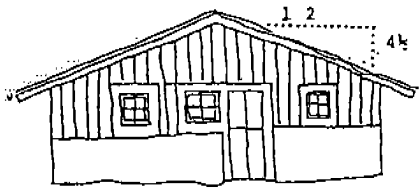


Minimize
uninterrupted wall
over one and one
half stories

Roof Slopes

Roof Slopes are a major element of any house or outbuilding and one of the most important contributors to “sitting” a house down on a site, creating a “human scale”. Both the roof slope and the overhang are the major determining factors of the “scale”.

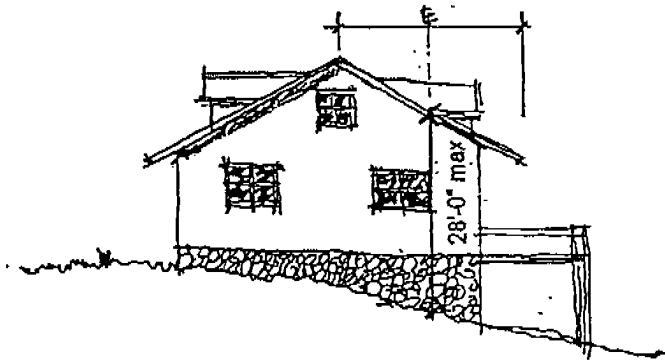
Roof slopes should typically be between 4 ½ in 12 to 8 in 12 with overhangs generally 3'-0". The overhang will help protect windows and doors, providing a natural shedding area away from the face of the house, as well as assisting in creating this “scale”.



Roof with greater or lesser slope may be considered if they are part of an overall pleasing architectural design.

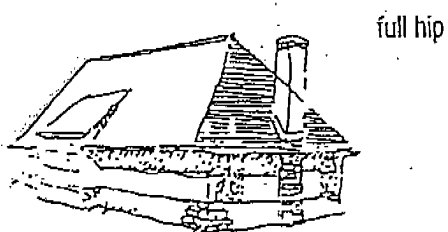
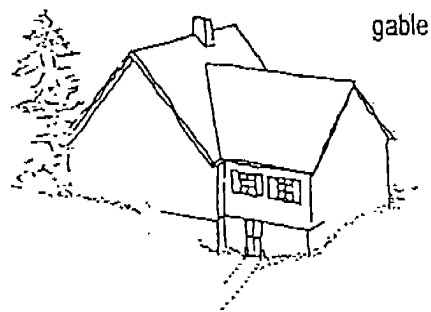
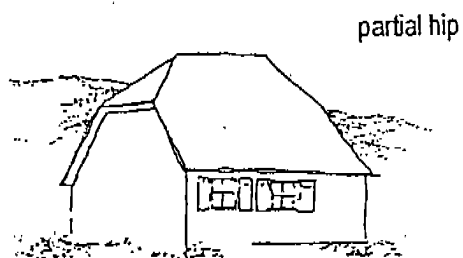
Roof Height

The maximum rood height shall not exceed twenty-eight feet (28'), measured at the midpoint of the roof line from natural garde unless extreme terrain conditions exist. Consistent with the McCall zoning, at no point shall the roof height measure over thirty-five feet (35') in height.



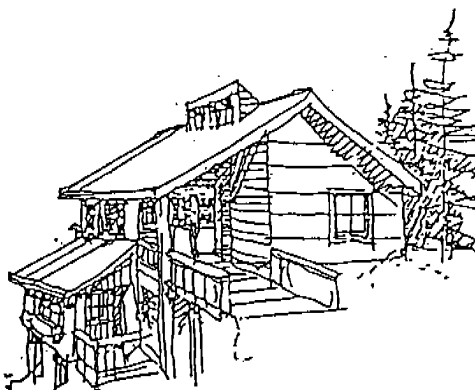
Roof Shapes

The following roof shapes are permitted:

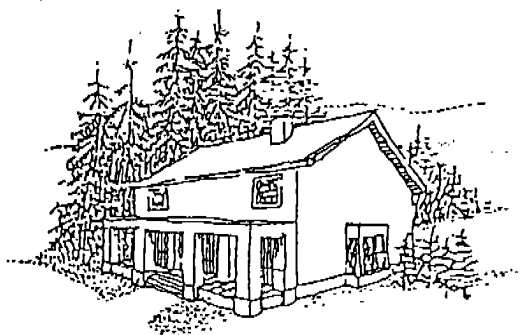


The following roofs are permitted under certain conditions:

Shed roofs are allowed if attached to buildings whose predominant shapes are one of the types permitted without restriction. They may also be allowed in minor outbuildings less than 150 sq. ft. Shed roofs should not be the predominant shape.



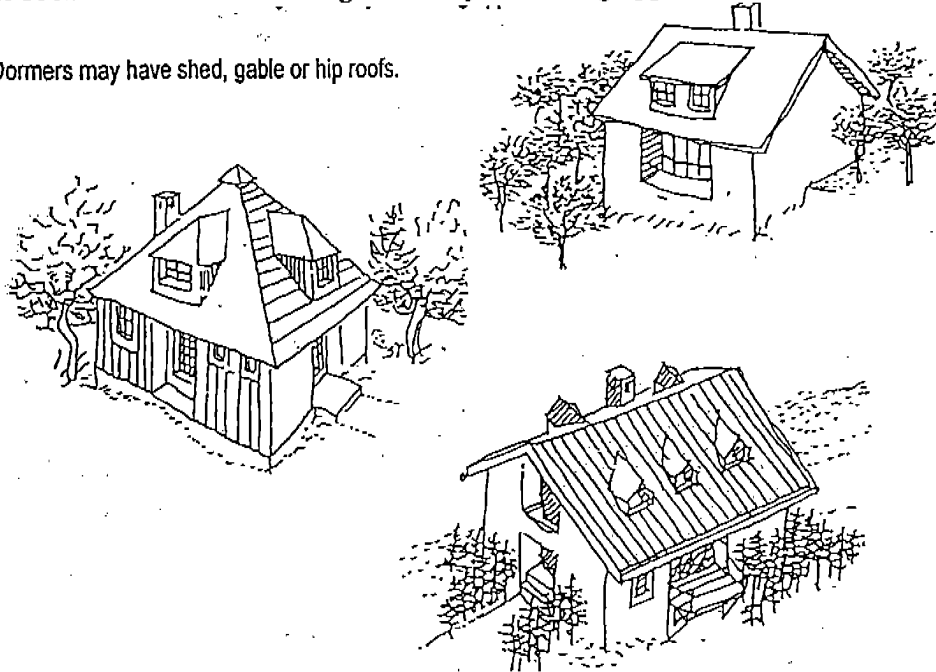
Flat roofs are generally discouraged as the predominant roof form. They may be used in moderation as a secondary roof shape on buildings with an acceptable predominant roof form.



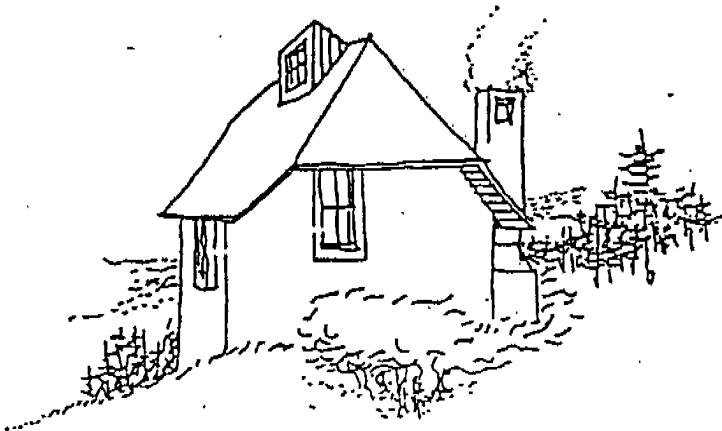
Roof Appurtenances

Roof appurtenances such as dormers, clerestories, and skylights create interesting and pleasant interior spaces. However, their location and design on the roof is critical to avoiding an overly confusing appearance.

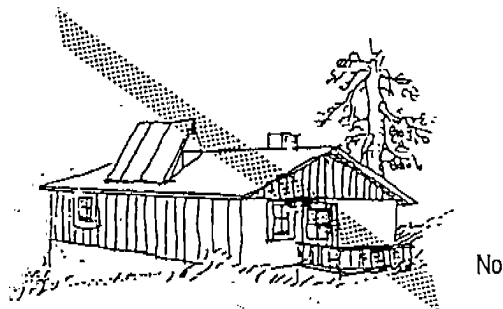
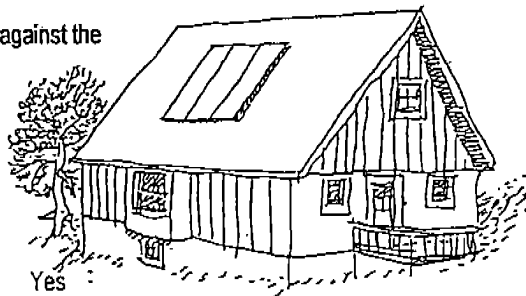
Dormers may have shed, gable or hip roofs.



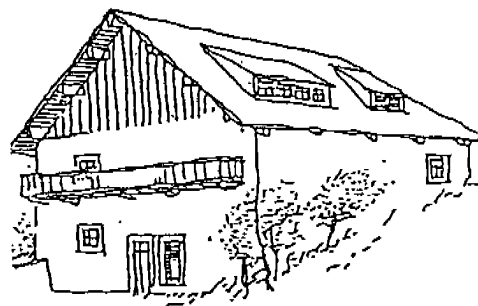
Clerestories should be placed within the field of the roof and should not extend to the eave line.



Solar collectors and skylights must be placed flush against the roof and must extend to the eave line.



All exterior antennae, vents, shafts, etc. shall be confirmed within the roof or dormers and shall not protrude from the roof to form awkward-looking appurtenances. Any approved surface vents, shafts, etc. must be painted or coated to blend with the roof color.



Yes



No

Roof Surface Materials

Roof surfacing materials are an important means of blending the new construction into the existing character of the site. As careful selection of these materials may help to relate the buildings to their surroundings, the wrong color or texture may make the building garish or distracting. The roofing material choice should be based upon roof slope, roof assembly, and climate with the objective to blend the roof into its surroundings in a functionally appropriate fashion.

The following materials may be used:

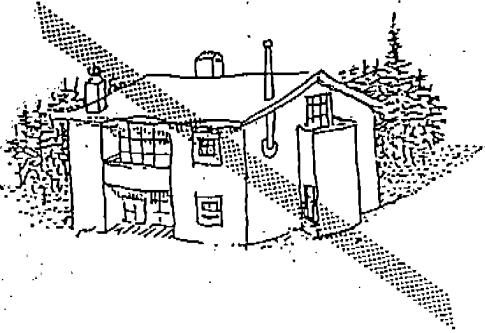
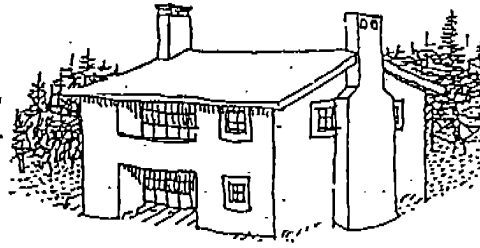
slate	wood shingles
concrete tile	wood shake shingle
ceramic tile	asphalt composition (285# min.)
sod	metals

If a steel or aluminum metal roof is used, it must be color coated with a color approved by the Architectural Committee. Copper, zinc, terne, or Kor-ten steel may be used without any coating. All roofing flashing and appurtenances shall be of a painted or coated color harmonious with the roof and upper wall surfacing,

No roof murals will be permitted.

Chimneys

Wood, stucco, concrete, and masonry finished flues are permitted. Any metal flue must have a chimney shroud. A flat top is preferred, and a side vent for the flue (with a spark arrester) is recommended. Unfinished, exposed metal or masonry block chimneys shall not be permitted unless part of an overall pleasing architectural style.



21

Upper Wall Materials

The upper wall material should convey a sense of human scale and warmth, with a rural residential feeling. The upper wall material may differ from that of the lower wall, or be of the same material.

Upper wall may be surfaced in the following materials:

- stone or stucco
- concrete or stone tiles
- wood shingles, wood siding or logs
- cedar or redwood plywood painted or stained
- hardwood or other composite lap siding

Number of Wall Materials

Use of a variety of wall materials may lend to visual interest, but too many changes may make the wall visually unpleasing. The objective should be to create walls that are interesting, but do not compete with the surroundings. Walls may use more than one material, but should limit use to no more than three different materials

Windows

Windows may be constructed of vinyl, wood, or wood covered with color-fast vinyl or aluminum. Metal windows are discouraged, but they may be used with an approved finish.

Lighting

Exterior lighting fixtures should provide lighting for safety and protection, and shall not shine into neighbor's home. No bare bulbs or lamps are allowed, and all light fixtures should have appropriate shields or housing, preferably or indirect light source.

LANDSCAPE DESIGN

Major Goals:

- **Revegetation**

While every new home in Aspen Ridge should seek to minimize the impact of construction on the existing landscape, some disturbance of the site is inevitable. Correcting damage done in the construction process will require revegetation; and this should, to the greatest extent possible, recreate the earlier character of the site, using indigenous plants and trees native to the site. New plantings should blend in with the existing natural landscape so that several years hence, all traces of the disruption will have been disappeared.

- **Irrigation**

Aspen Ridge should have the least possible impact on the water resource. As any valuable natural resource, water should not be used in a wasteful manner. Continuous irrigation in the dry months is to be discouraged, and the choice of planting material should make it possible, once the plant material is established, for such irrigation to be minimized.

Introduction

It is a goal of Aspen Ridge to maintain, enhance, and preserve the existing natural beauty of the area and the site integrity of the individual homesites, while allowing diversity in home and landscape design.

To reach this goal, extensive landscaping is not encouraged, yet landscaping must be performed and maintained in a way as to present a neat and pleasing appearance to all off-property views. Additionally, it is recognized that a number of home sites should be selectively trimmed and cleared to establish better view corridors. Formal, regimented planting arrangements are strongly discouraged, shrubs, trees, grasses and other plant material should be arranged in informal, unaligned groupings rather than straight rows. All "formal" grasses or lawns shall generally be a minimum of ten (10) feet from a property line.

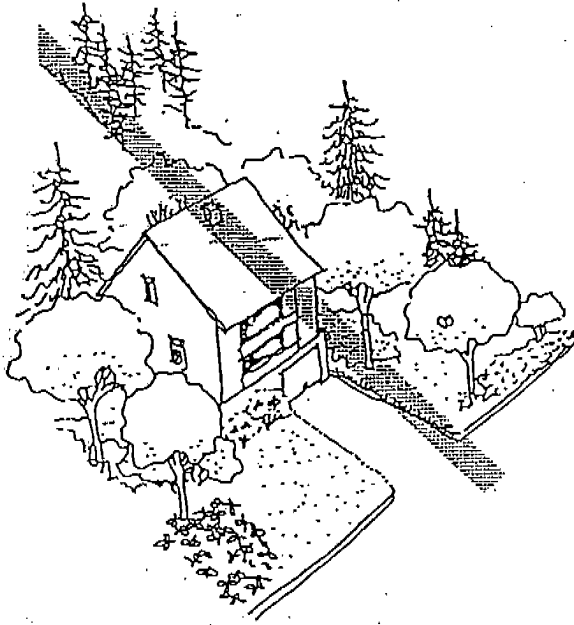
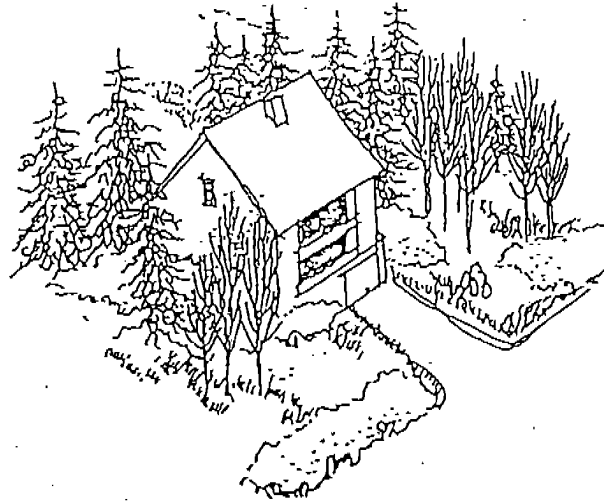
In order to integrate new and potentially more formal landscaping into the existing surroundings, new landscaping should transition from the new areas to the existing in three district zones: 1) the area adjacent to the buildings within the area of disturbance with may posses more intense and formal plant material, 2) a true "transition" zone blending the "native" plant material. This "natural" area is the most sensitive of the area, and wherever possible and practical border all roadways, property lines, wetlands, waterways, paths, open amenities, and other common areas.

Sensitivity to, and respect for, the natural beauty and constraints of Aspen Ridge will help maintain this asset for the entire community.

Planting and Revegetation

Species which are native to the Aspen Ridge environment are found in Appendix B. In preparing a planting plan, it may be necessary to demonstrate that the species to be used are appropriate to the site. Preparation of the plans should take into account the seasonal diversity, wildlife support, irrigation requirements, and fire management of the plants selected. The use of ornamental plants should be done in the area of disturbance, close to the house. The use of turf is permissible; however it should be used in a limited fashion, with any "excessive" use requiring review by the Architectural Committee.

Yes
Native planting

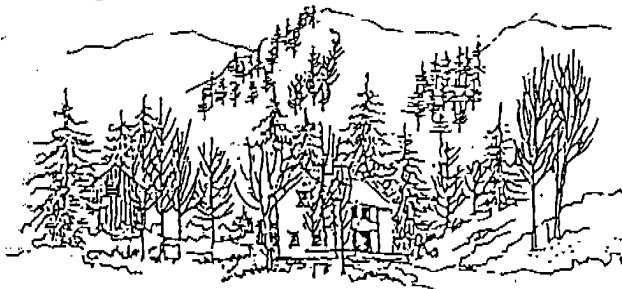


No
Extensive use
of Ornamental planting

Walls and Fences

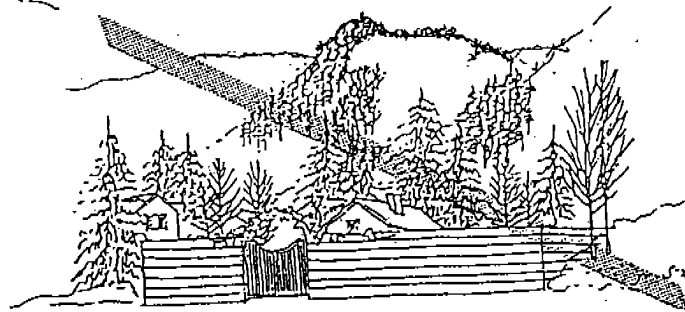
Walls and fences have only two acceptable uses at Aspen Ridge
as retaining walls; and
as privacy screens

Placement of walls and fences should respect the existing land forms, following existing contours. No lot line fencing is allowed. The design of these elements should be in scale and harmony with the building and their surroundings.

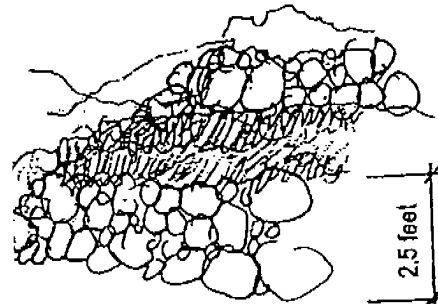


Yes
No walls or fences

No
Tall opaque fencing
on lot lines



Retaining walls and privacy screens built adjacent to buildings should be design as part of the building in accordance with the architectural guidelines. Retaining walls that are separated from the buildings should be kept in scale with the overall design and may be stepped to limit the exposed height of the retaining wall. Generally the height of the walls should not exceed two and one half feet (2 ½') in height, and may be built from loose or mortared on-site stone, key-stone, or stone-faced concrete.



Unacceptable retaining wall and screen materials include exposed concrete,

concrete block, plywood, and brick.

Walls and screens not attached to the building should be low, unobtrusive, and built from wood to be part of an overall pleasing design. Privacy screens attached to buildings may be tall and opaque if of material and design matching the building.

Unacceptable fencing materials include chain link, plywood, painted materials, and picket fencing.

Entry identification fences and walls are discouraged. If allowed they must be designed in accordance with the architectural guidelines and overall site character.

Landscape Structures

Landscaping often includes outdoor structures (desk, patio, tellises, gazebos, pergolas, greenhouse, play equipment, basketball standards, equipment enclosures). These structures frequently detract from the overall appearance of the landscape by adding an element of disorder. All structures should be designed to work as extensions to the house designs rather than freestanding, separate elements. Freestanding elements should be avoided unless there is a compelling reason for such. But in both cases, ever effort must be made to give the entire lot a common befitting of Aspen Ridge.

All exterior items, including propane or utility tanks, compressors, meters, etc should be screened from street and neighbor's views. Vehicles (including snowmobiles, motorcycles, bikes, golf carts, autos, trucks, boats, etc.) must be visually protected from view in an enclosed structure designed to be compatible with the overall building design.

All outdoor structures should avoid the use of excessive ornamentation. Decks and trellises should be built of wood and left unpainted or stained unless approved by the Architectural Committee.

Site Furnishings

All exterior signage, lighting, snow poles, or other miscellaneous items on the site are subject to review by the Architectural Committee.

APPENDIX “A”
DESIGN REVIEW APPLICATION
& CHECK LIST

REVIEW PROCEDURES

The process of design review and approval is intended to be a procedure to assist and aid the homeowner in the design and construction of a home which is suitable to the Aspen Ridge environs and supportive of the overall design quality of the Aspen Ridge.

In order to minimize the design effort required of the home builder, the review is broken into two distinct portions: a preliminary submittal which is intended to provide initial Architectural Committee feedback regarding the compliance with the intent of the design guidelines, and a final, detailed submittal which should be the full development of the approved preliminary submittal. Both submittals shall be accompanied by a completed design review application form, a completed check list, and the appropriate design review fee.

Each submittal should be completed and submitted at least twenty-eight (28) days prior to any deadlines the owners may have regarding their own building schedule. A completed and approved preliminary submittal is required prior to submission of the final design review application. Failure to respond to an application within thirty (30) days of submission by Aspen Ridge shall constitute approval for such submission.

The applicant shall have the right to appeal any decision of the architectural committee by filing a written appeal stating the nature of the appeal and the reasons for such. Any appeal must be filed in writing thirty (30) days of the Architectural Committee's decision which shall be heard by the Board at their next regularly scheduled meeting. The board shall have the right to request additional information of the appellant should they so desire.

The Aspen Ridge design review does not take the place of, or preclude the requirement for, any other building permits which are necessary for governmental agencies.

DESIGN REVIEW FEE SCHEDULE

Each application shall be accompanied by the appropriate design fee for each submission as follows:

Houses up to 2,500 s.f. in size:

Preliminary fee	\$100.00
Final fee	<u>\$350.00</u>
Total	\$450.00

Houses from 2,501 to 5,000 s.f. in size:

Preliminary fee	\$100.00
Final fee	<u>\$450.00</u>
Total	\$550.00

Houses larger than 5,001 s.f. in size:

Preliminary fee	\$100.00
Final fee	<u>\$500.00</u>
Total fee	\$600.00

The fee schedule shall be based upon size of the main structure with a garage. Separate outbuildings (if allowed) shall be submitted with the main building design whenever possible, although each building will be reviewed on an individual basis.

PRELIMINARY DESIGN REVIEW CHECK LIST

Block _____ Lot _____ Applicant _____
Address _____ Telephone _____
Date _____ Reviewed _____ Returned _____

1. Completed Check List _____
2. Completed Application/fee _____
3. Conceptual Site Plan- Three (3) copies _____
(1" = 20' - 0" minimum)
 - Existing Site Feature (base supplied by AR)
 - Setbacks/Coverage
 - Topo- existing/proposed
 - Neighboring structures
 - New structures
 - Preliminary Landscape Plan
4. Preliminary Building Design -Three (3) copies _____
(1/8" = 1' - 0" minimum)
 - Floor plan
 - Elevations
 - Average roof height
 - Existing/proposed grades
 - Outline specifications

FINAL DESIGN REVIEW CHECK LIST

Block _____ Lot _____ Applicant _____
Address _____ Telephone _____
Date _____ Pre. Approv. _____ Returned _____

1. Completed Check List _____
2. Completed Application/fee _____
3. Final Site Plan- Three (3) copies _____
(1" = 20' - 0" minimum)
 - Existing Site Feature (base supplied by AR)
 - Setbacks/Coverage
 - Topo-existing/proposed
 - Area of disturbance/access
 - Staging area
 - Drainage plan
 - Neighboring structures
 - New structures
 - All decks, driveways, etc.
 - Site lighting
 - Landscape/revegetation plan/plant list
4. Final Building Design- Three (3) copies _____
(1/8" = 1' - 0" minimum)
 - Floor plans
 - all decks, walks, etc.
 - all secondary buildings
 - Elevations
 - all roof heights
 - chimney caps
 - windows & doors
 - eave trim/details
 - lighting
 - Average roof height
 - Building sections
 - longitudinal
 - transverse
 - Existing/proposed grades
 - Outline specifications
 - exterior color sample
 - exterior material samples

APPENDIX “B”
COMMON “FLORA”

Common Trees and Shrubs

The following plant material (common name) is native to the Aspen Ridge area:

Trees

White Fir
Abies concolor

Rocky Mountain Maple
Acer glabrum

Thinleaf Alder
Alnus tenuifolia

Common Serviceberry
Amelanchier alnifolia

River Birch
Betula occidentalis

Mountain Mahogany
Cercoicarpus montanus

Englemann Spruce
Picea engelmannii

Grand Fir
Abies grandis

Black Cottonwood
Populus trichocarpa

Ponderosa Pine
Pinus ponderosa

Narrowleaf cottonwood
Populus angustifolia

Quaking Aspen
Populus tremuloides

Douglas Fir
Pseudotsuga menziesii

Chokecherry
Prunus virginiana

Dwarf Mountain Ash
Sorbus scopulina

Subalpine Fir
Abies lasiocarpa

Cliffrose
Cowania mexicana

Tamarack
Larix occidentalis

Lodgepole Pine
Pinus contorta

Shrubs

Serviceberry
Amelanchier alnifolia

Dwarf Sagebrush
Artemisia arbuscula

Hoary Sagebrush
Artemisia cana

Creeping Oregon Grape
Mahonia repens

Snowberry
Symphoricarpos albus

Dwarf Mountain Mahogany
Cercocarpus intricatus/montanus

Redosier Dogwood
Cornus stolonifera

Rabbitbrush
Crysothemnus neuseosum

Prickly Gilia
Leptodactylon watsonii

Twinberry
Lonicera involucrata

Blueberry Elder
Sambucus glauca

Elderberry
Sambucus racemosa

Kinnikinnick
Arctostaphylos uva-ursi

Squawcarpet
Ceanothus prostratus

Mountain Lover
Pachistima myrsinites

Pink Spirea
Spiraea densiflora

Tufted Rockmat
Petrophutium caespitosum

Big Sagebrush
Artemisia tridentata

Bitterbrush
Purshia tridentata

Smooth Sumac
Rhus glabra

Golden Currant
Ribes aureum

Gooseberry
Ribes alpinum

Wild Rose
Rosa woodsii

Wild Raseberry
Rubus idaeus

Willows
Salix spp.

Shrubby Cinquefoil
Potentilla fruticosa

Snowbrush
Ceanothus velutinus

Dwarf Mountain Lover
Pachistima cambyi

Wildflowers and Forbs

Yarrow
Archillea

Horsemint
Agastache

Mountain Danelion
Taraxacum

Wild Onion
Allium

Ragweed

Burdock

St. John's Wort

Columbine
Aquilegia

Milkweed
Asclepias

Asters
Aster

Bird Rape
Brassica rapa

Indian Paint Brush
Catstillejo

Wild Iris

Hound's Togue
Cynoglossum officinale

Pink Bee Flower
Cleome serrulata

Larkspur
Delphinium

Fleabane Daisy
Erigeron

Wild Buckwheat
Eriogonum microthecum

Dog-tooth Violet
Erythronium

Wild Srawberry
Fragaria vesca

Showy Gentian
Fraseria

Scarlet Gilia
Gilia

Wild Geranium
Geranium viscosissium

Gum Plant
Grindelia

Sunflower
Helianthus

Cow Parsnip
Heracleum

Wild Carrot
Lomatium

Maidenhair Fern

Lupine
Lupinus

Yellow Sweet Clover
Trifolium

Shortstyle Bluebells
Mertensia

Teasel Dipsacus	Mountain Bluebells Mertensia
Fireweed Epilobium	Watercress Nasturtium
Catnip Nepeta	Penstemons Penstemon
Wild Phlox Phlox	Plantain Plantago purshii
Western Cone Flower Rudbeckia occidentalis	Indian Tobacco Rumex crispus
Mountain Buttercup Ranunculus	Stonecrop Sedum debile
Groundsel Senecio integerimus	Meadow Rue Thalictrum fendleri
Stinging Nettles Urtica dioica	Mullein Verbascum
Vetch Vicia americana	Goldeneye Viguiera multiflora
Heartleaf Arnica	Wild Hyacinth
American Hops Humulus americanus	Blue Violet Viola
Yellow Mountain Violet Viola	Mules Ears Wyethia amplexi caulis
Bracken Fern Pteridium aquilinum	Western Clematis Clematis ligusticifolia
Sulphur Flower Buckwheat Eriogonum umbellatum	Sego Lily Calochortus
Camas Camassia	Perennial Sweet Pea Lathyrus latifolius
Blue Flax	Blazing Star

Linum

Mentzelia lindleyi

Bachelor Button

Painted Daisy

Centaurea cyanus

Chrysanthemum cyanus

Ox-eye daisy

Balsamroot

Chrysanthemum

Balsamroot

Leucanthemum

Macrophylla

Iceland Poppy

Paperaver nudicaule

GRASSES

Western Wheatgrass
Agropyron smithii

Crested Wheatgrass
Agropyron cristatum

Smooth Brome
Bromus inermis

Mountain Brome
Bromus carinatus

Basin Wildrye
Elymus cinereus

Witchgrass

Needlegrass
Stipa columbiana

Wild Bluegrass
Poa secunda

Fescue
Festuca

Spike Fescue
Leucopoa kingii

Barley
Hordeum brachyantherum

Foxtail
Alopecurus pratensis

Redtop
Agrostis alba

Sedge

Orchardgrass
Dactylis glomerata

Big Bluegrass
Poa ampla

APPENDIX “C”
HELPFUL HINTS

HELPFUL HINTS

Major Goals:

- Provide insight into the climatic issues which surround Aspen Ridge
- Provide suggestions to improve design quality and performance

HELPFUL HINTS

In addition to the various design guidelines, the following design considerations are helpful in creating a successful residential project:

- Review of all appropriate codes and regulations
- Structural roof loading for 25 pound minimum snow load along with any eccentric snow loading due to wind and roof design
- Heating/Cooling system for roughly 10,000 degree days
- Proper ventilation of roof and basement
- Specification of air-entrained concrete (minimum 4,500 psi) for exposed flatwork
- Appropriately spaced expansion joints
- Consideration of “cold roof” construction
- Proper roof overhang to keep snow away from walls, windows, etc. as well as providing “scale”
- Proper snow shedding areas identified to protect pedestrians and vehicles
- Snow diverters and retainers should be considered and integrated into roofscape
- Stucco/plaster correctly specified for weather
- Proper sealing or painting of all exposed materials including concrete, stone, wood, etc.
- Roof insulation a minimum of R-30, wall insulation minimum of R-19, perimeter slab insulation minimum of R-12
- All exterior wall openings caulked or weather-stripped
- All windows double or triple insulated and specified for high altitude
- All lower walls (within 3 feet of finished grade) of material which will not rot or degrade due to freeze thaw and snow
- Entry doors protected from drifting, blowing or overhanging snow, preferably opening onto areas of sun
- Fireplace flue temperature sensor device and indicator light
- Fireplace glass doors and outside combustion air help in the efficiency of heating
- Chimney design to preclude smoke fumigation of

- home or site in down-wind conditions
- Landscaping respectful of the sun an views. Generally evergreens should be placed in the north and east sides of the house, and deciduous trees on the south and west.
- Design landscaping to respect others' view corridors and solar access.
- Design landscaping to respect wildfire management, with no woody shrubs planted as an understory to trees, and no woody brush planted next to or under eaves.
- Landscape material list should be referenced to the Appendix "B"- Common Flora

Instrument # 438307

VALLEY COUNTY, CASCADE, IDAHO

03-12-2021 13:22:16 No. of Pages: 5

Recorded for: MILLEMANN PEMBERTON & HOLM LLP

DOUGLAS A. MILLER Fee: \$22.00

Ex-Officio Recorder Deputy: AMF

Electronically Recorded by Simplifile

Instrument # 438195

VALLEY COUNTY, CASCADE, IDAHO

03-09-2021 16:31:05 No. of Pages: 7

Recorded for: MILLEMANN PEMBERTON & HOLM LLP

DOUGLAS A. MILLER Fee: \$28.00

Ex-Officio Recorder Deputy: AMF

Electronically Recorded by Simplifile

CORRECTED*

**FIRST AMENDMENT TO
AMENDED AND RESTATED GENERAL DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR THE WILLOWS**

*This Corrected First Amendment to Declaration is made to correct the legal descriptions & record of survey at Exhibits A & B.

THIS First Amendment To Amended And Restated General Declaration Of Covenants, Conditions, And Restrictions For The Willows is made to the Amended And Restated General Declaration Of Covenants, Conditions, And Restrictions For The Willows recorded with the Valley County, Idaho Recorder as Instrument No. 312596 ("**Declaration**").

The purpose of this First Amendment To Amended And Restated General Declaration Of Covenants, Conditions, And Restrictions For The Willows is to annex Parcel D and Parcel C, formerly known as Lot 8 and Lot 9, Ashton Ridge Ranch Subdivision Phase II, into the Willows, and to include the Owners of such Lots as Members of the TWLOA.

The Declaration is amended as follows:

1. Section 2.20, regarding the definition of a Lot, shall be deleted and replaced with the following:

2.20 Lot. Each parcel of real property within The Willows, as reflected on a recorded Final Plat for such parcel, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, or occupancy as a single family residence; together with, Parcel D and Parcel C, legally described at **Exhibit A**, and depicted on the Record of Survey attached at **Exhibit B**, which Parcels were formerly known as Lot 8 and Lot 9, Ashton Ridge Ranch Subdivision Phase II. . The term shall refer to the land, as well as any structures and improvements thereon.

2. Section 2.29, regarding the definition of The Willows, shall be deleted and replaced with the following:

2.29 The Willows: The following real property in Valley County, Idaho:

(a) That certain real property which is the subject of the final plat for The Willows Phase I, recorded with the Valley County Idaho Recorder as Instrument No. 309322, as the same may be amended; and,

(b) That certain real property which is the subject of the final plat for The Willows Phase II, recorded with the Valley County Idaho Recorder as Instrument No. 313408, as the same may be amended; and,

(c) Parcel D and Parcel C, legally described at **Exhibit A**, and depicted on the Record of Survey attached at **Exhibit B**, which Parcels were formerly known as Lot 8 and Lot 9, Ashton Ridge Ranch Subdivision Phase II.

3. Except as modified herein, the terms and conditions set forth in the Declaration shall remain in full force and effect.

**DESCRIPTION FOR
ASHTON RIDGE RANCH PROPERTY BOUNDARY ADJUSTMENT SURVEY- PARCEL D**

A PORTION OF LOT 8 ASHTON RIDGE RANCH SUBDIVISION, PHASE II AS FILED IN VALLEY COUNTY RECORDS, INSTRUMENT NO. 333470, LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE BOISE MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE CENTER 1/4 CORNER OF SAID SECTION 12; THENCE S 89°55'30" E 300.00 FEET ALONG THE SOUTH LINE OF SAID NE 1/4 AND THE SOUTHERLY BOUNDARY OF THE WILLOWS, PHASE II, AS FILED IN VALLEY COUNTY RECORDS, INSTRUMENT NO. 313108, TO THE SOUTHWEST CORNER OF LOT 9, SAID ASHTON RIDGE RANCH, PHASE II; THENCE N 0°07'56" E 289.40 FEET ALONG THE WESTERLY BOUNDARY OF SAID LOT 9 TO THE SOUTHWEST CORNER OF SAID LOT 8 ALSO SAID POINT BEING THE **POINT OF BEGINNING**:

THENCE ALONG THE BOUNDARY OF SAID LOT 8 THE FOLLOWING;

ALONG A CURVE TO THE RIGHT 192.20 FEET, SAID CURVE HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 25°36'35", AND A CHORD WHICH BEARS N 12°51'22" E A DISTANCE OF 190.60 FEET TO A POINT OF TANGENCY TO A REVERSE CURVE;

THENCE ALONG A CURVE TO THE LEFT 277.14 FEET, SAID CURVE HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 39°41'52", AND A CHORD WHICH BEARS N 5°48'44" E A DISTANCE OF 271.63 FEET TO A POINT OF TANGENCY;

THENCE N 14°02'12" W 174.02 FEET TO A POINT MARKING THE NORTHWEST CORNER OF SAID LOT 8;

THENCE N 90°00'00" E 397.01 FEET TO A POINT MARKING THE NORTHEAST CORNER OF SAID LOT 8;

THENCE S 18°27'51" W 497.56 FEET TO A POINT;

THENCE S 37°49'08" E 85.37 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF PARCEL D COINCIDING WITH THE NORTHEAST CORNER OF PARCEL C OF SAID SURVEY;

THENCE S 75°01'01" W 330.33 FEET TO THE **POINT OF BEGINNING**.

THIS PARCEL CONTAINS 3.819 ACRES, MORE OR LESS, BASED ON CALCULATIONS USING THE DOUBLE MERIDIAN DISTANCE METHOD.

BEARINGS HEREIN USED ARE BASED ON THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 12 BEARING N 89°55'30" W BETWEEN MONUMENTS MARKING THE EAST 1/4 CORNER AND THE CENTER 1/4 CORNER OF SECTION 12, T. 17 N., R. 3 E., B.M.



DEAN W. BRIGGS, P.L.S. 3619, 5999 W STATE ST. 'A', GARDEN CITY, ID 83703 208.344.9700

**DESCRIPTION FOR
ASHTON RIDGE RANCH PROPERTY BOUNDARY ADJUSTMENT SURVEY- PARCEL C**

A PORTION OF LOT 9 ASHTON RIDGE RANCH SUBDIVISION, PHASE II AS FILED IN VALLEY COUNTY RECORDS, INSTRUMENT NO. 333470, LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE BOISE MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE CENTER 1/4 CORNER OF SAID SECTION 12; THENCE S 89°55'30" E 300.00 FEET ALONG THE SOUTH LINE OF SAID NE 1/4 AND THE SOUTHERLY BOUNDARY OF THE WILLOWS, PHASE II, AS FILED IN VALLEY COUNTY RECORDS, INSTRUMENT NO. 313108, TO THE SOUTHWEST CORNER OF LOT 9, SAID ASHTON RIDGE RANCH, PHASE II; ALSO SAID POINT BEING THE **POINT OF BEGINNING**:

THENCE ALONG THE BOUNDARY OF SAID LOT 9 THE FOLLOWING;

THENCE N 0°07'56" E 289.40 FEET TO A POINT MARKING THE NORTHWEST CORNER OF SAID LOT 9;

THENCE N 75°01'01" E 330.73 FEET TO A POINT MARKING THE NORTHWEST CORNER OF SAID PARCEL C COICIDING WITH THE SOUTHEAST CORNER OF PARCEL D OF SAID SURVEY;

THENCE S 37°49'08" E 162.69 FEET TO A POINT;

THENCE S 32°13'55" E 113.24 FEET TO A POINT;

THENCE S 22°10'28" E 163.40 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID LOT 9;

THENCE N 89°55'30" W 541.97 FEET TO THE **POINT OF BEGINNING**.

THIS PARCEL CONTAINS 3.536 ACRES, MORE OR LESS, BASED ON CALCULATIONS USING THE DOUBLE MERIDIAN DISTANCE METHOD.

BEARINGS HEREIN USED ARE BASED ON THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 12 BEARING N 89°55'30" W BETWEEN MONUMENTS MARKING THE EAST 1/4 CORNER AND THE CENTER 1/4 CORNER OF SECTION 12, T. 17 N., R. 3 E., B.M.

DEAN W. BRIGGS, P.L.S. 3619



, 5999 W STATE ST. 'A', GARDEN CITY, ID 83703
208.344.9700

EXHIBIT B

Record of Survey of Parcel D and Parcel C
(formerly known as Lot 8 and Lot 9, Ashton Ridge Ranch Subdivision Phase II)

Instrument # 438288

VALLEY COUNTY, CASCADE, IDAHO

3-12-2021 09:26:10 AM No. of Pages: 1

Recorded for: ROB GRUNSKY

DOUGLAS A. MILLER

Fee: 5.00

Ex-Officio Recorder Deputy

Index to: RECORD OF SURVEY

LEGEND

- IS REAL POINT OF BEGINNING, FOUND
- 5/8 REBAR
- FOUND BRASS OR ALUMINUM CAP (AS NOTED)
- SET 5/8"X30" REBAR WITH PLASTIC CAP AND 3/16"
- FOUND 5/8" REBAR
- FOUND 1/2" REBAR
- BOUNDARY LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- LOT LINE

SURVEYOR STATEMENT

THIS RECORD OF SURVEY CONFIRMS LOT LINE ADJUSTMENTS FOR LOTS 5, 6, 8 AND 9, ASHTON RIDGE RANCH, THE SHARED DRIVEWAY AND UTILITY EASEMENTS THAT ARE LOCATED IN THE SHARED DRIVEWAY AS SHOWN ON THE ASHTON RIDGE SUBDIVISION PHASE II PLAT (RECORDED AS INSTRUMENT NO. 333470), HAVE BEEN VACATED. THE PORTION OF THE SHARED DRIVEWAY LOCATED ADJACENT TO LOT 5, PHASE I, ASHTON RIDGE RANCH ARE BEING TRANSFERRED TO THE OWNER OF LOT 5, AND THE PORTION OF THE SHARED DRIVEWAY LOCATED ADJACENT TO LOT 6, PHASE I, ASHTON RIDGE RANCH ARE BEING TRANSFERRED TO THE OWNER OF LOT 6. LOTS 8 AND 9, PHASE II ASHTON RIDGE RANCH, WILL BE ACCESSED FROM SWEET IRON COURT IN THE WILLOWS, WHICH HAS ALREADY BEEN APPROVED BY THE WILLOWS HOA. GOVERNING DOCUMENTS FOR ASHTON RIDGE RANCH AND THE WILLOWS WILL BE MODIFIED TO ACCOUNT FOR THESE MODIFICATIONS. NO UTILITIES ARE CURRENTLY INSTALLED IN THE SHARED DRIVEWAY.

CERTIFICATE OF SURVEYOR

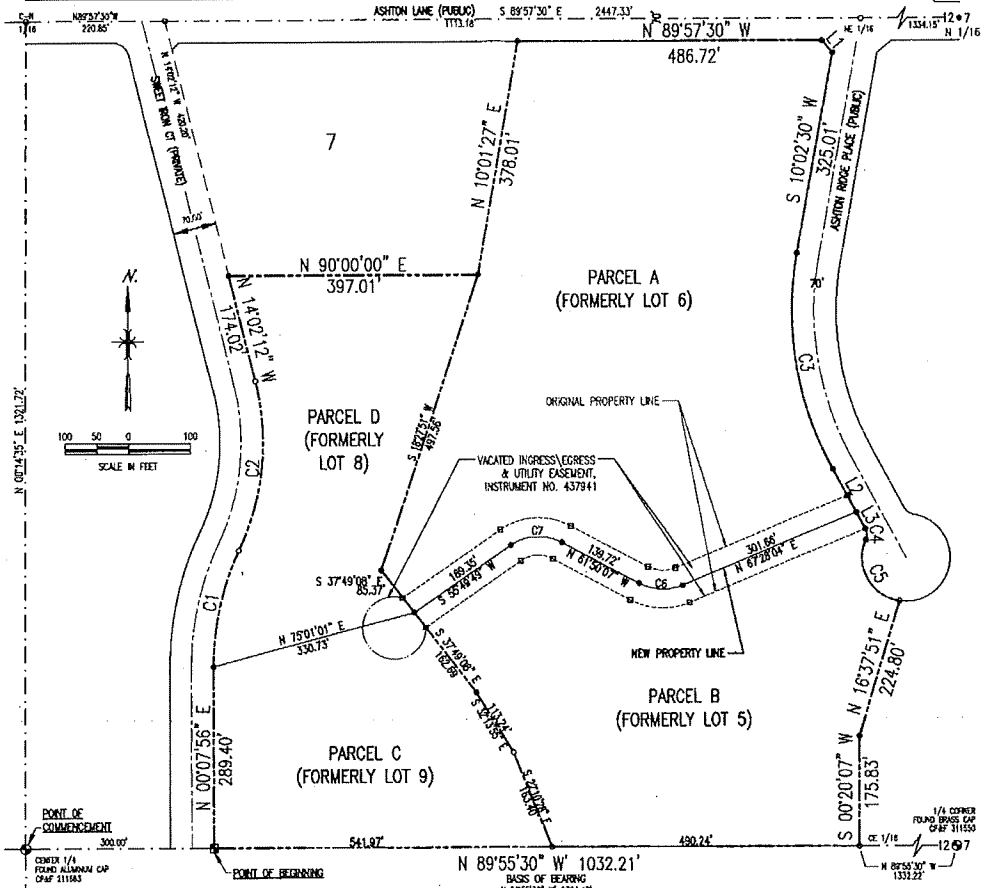
I, DEAN W. BRIGGS, A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, CERTIFIES THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH IDAHO STATE CODE RELATING TO SURVEYS AND CORNER PERPETUATION AND PLUNG LAW.

THERE ARE NO VISIBLE ENCROACHMENTS OVER THE ADJUSTED PROPERTY LINES OR WITHIN THEIR REQUIRED SETBACKS.

Dean W. Briggs
DEAN W. BRIGGS, P.L.S., 3619



SHEET 1 OF 1



REFERENCES - (RECORDS OF VALLEY COUNTY, IDAHO)

11. ASHTON RIDGE RANCH SUBDIVISION, INSTRUMENT NO. 314771.
12. ASHTON RIDGE RANCH SUBDIVISION, PHASE II, INSTRUMENT NO. 333470.
13. THE WILLOWS, PHASE II, INSTRUMENT NO. 313108

LINE TABLE

LINE	DISTANCE	BEARING
L1	25.71	N 39°37'30\"
L2	17.65	S 28°10'22\"
L3	30.15	S 28°10'22\"

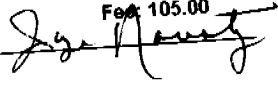
CURVE TABLE

CURVE	ARC	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD DIST
C1	192.20	430.00	25°36'35\"	N 12°51'22\" E	190.60
C2	277.14	400.00	39°41'52\"	N 05°48'44\" E	271.63
C3	356.83	535.00	38°12'52\"	S 09°03'58\" E	350.25
C4	18.27	20.00	52°19'45\"	N 02°00'28\" W	17.84
C5	70.79	80.00	50°41'49\"	N 87°11'01\" W	68.56
C6	87.04	80.00	62°20'04\"	N 86°59'51\" E	82.81
C7	87.04	80.00	62°20'04\"	N 86°59'51\" E	82.81

RECORD OF SURVEY			
PROPERTY BOUNDARY ADJUSTMENT			
BOB GRUNSKY			
LOTS 5 & 6 ASHTON RIDGE RANCH SUBDIVISION AND LOTS 8 & 9 ASHTON RIDGE RANCH SUBDIVISION, PHASE II, BEING A PORTION OF THE NE 1/4 OF SECTION 12, T. 37 N., R. 3 E., S. 4 E., B.M. VALLEY COUNTY, IDAHO			
DATE MADE: 201115-RGS	DATE: 3/9/2021	REV. NO.: 201115	SCALE: 1\"

BRIGGS ENGINEERING, INC.
REGISTERED LAND SURVEYOR
STATE OF IDAHO
3619
5599 W. STATE STREET, SUITE 'A' • BOISE, IDAHO 83703
(208) 344-9700
These drawings, or any portion thereof, shall not be used for any project or extension of this project except by written agreement from Briggs Engineering, Inc.

317489

Instrument # 317489
VALLEY COUNTY, CASCADE, IDAHO
2007-01-12 03:04:03 No. of Pages: 35
Recorded for : RAY WOODS
LELAND G. HEINRICH
Ex-Officio Recorder Deputy  Fee: 105.00
Index to: RESTRICTIVE COVENANT

SUPPLEMENTAL DECLARATION
TO THE
ASPEN RIDGE MASTER DECLARATION
FOR
ASPEN RIDGE PHASE III

After Recording Return To:
Millemann, Pittenger, McMahan & Pemberton, LLP
706 North First Street
P.O. Box 1066
McCall, Idaho 83638

**SUPPLEMENTAL DECLARATION
TO THE ASPEN RIDGE MASTER DECLARATION
FOR
ASPEN RIDGE PHASE III**

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**SUPPLEMENTAL DECLARATION
TO THE ASPEN RIDGE MASTER DECLARATION
FOR
ASPEN RIDGE PHASE III**

This Supplemental Declaration ("this Declaration") is made this 8th day of JANUARY, 2007, by Mountain West Developers, Inc., an Idaho corporation.

ARTICLE 1. Declaration / Purposes

1.1 General Purposes

(a) This Declaration is a supplement to that certain Master Declaration of Covenants, Conditions and Restrictions for Aspen Ridge ("Master Declaration"), recorded with the Valley County, Idaho Recorder as Instrument Number 211619. This Declaration subjects the real property legally described at **Exhibit A**, referred to hereafter as Aspen Ridge Phase III, to the Master Declaration, as the terms of the Master Declaration may be modified by this Supplemental Declaration.

(b) The Declarant, owns the real property described at **Exhibit A** and called Aspen Ridge Phase III, and intends to develop said property as a residential community within the Aspen Ridge Planned Unit Development.

(c) Aspen Ridge Phase III Association, an Idaho nonprofit corporation, has been formed, to perform certain functions and to hold and manage certain property for the common benefit of some or all Owners. This Declaration defines certain rights and obligations of Owners within Aspen Ridge Phase III with respect to the Association and with respect to Functions undertaken and Association Facilities held by the Association.

(d) By this Declaration, Declarant also intends to establish a means to provide for and maintain the area within Aspen Ridge Phase III as a pleasant and desirable environment for all persons residing therein.

1.2 Declaration: To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declares that all real property defined herein as Aspen Ridge Phase III is hereby made a part of the Property as that term is defined in the Master Declaration, and shall at all times be owned, held, used and occupied subject to the provisions of the Master Declaration and this Declaration and to the covenants, conditions and restrictions herein contained. In the event of any conflict between this Declaration and the Master Declaration, this Declaration shall control; and, specifically, the terms of the Phase III Design Guidelines shall control to the exclusion of the design guidelines described at XI (Architectural Control Committee) of the Master Declaration. Declarant, for each Unit it owns, and each Owner, by acceptance of a deed or other conveyance of title to a Unit, HEREBY COVENANTS, PROMISES, AND AGREES to be bound by and to comply in all respects with all provisions of the Master Declaration as modified by this Declaration, and all applicable Supplemental Declarations, the Articles and Bylaws of the Association, all applicable sub-association articles and bylaws, the Design Guidelines, and all Rules and Regulations promulgated pursuant to any of the above.

ARTICLE 2. Certain Definitions

2.1 Affirmative Vote of the Majority: The Affirmative Vote of the Majority shall be achieved on any particular matter if (and only if) (a) the Class B Member votes in favor of such matter; and, (b) at least 51% of the votes of the Class A Members are cast in favor of such matter. For the purpose of determining the vote of a class, the votes of a majority of the members of such class present at a meeting at which a quorum is established, in person or by proxy and entitled to vote on such matter, shall be deemed the vote of such class. Notwithstanding the foregoing, in the event that there is no Class B member, the favorable vote of such member shall not be considered in determining a majority. Notwithstanding any other provision to the contrary in the Association Documents, this definition may not be amended without an Affirmative Vote of the Majority as defined herein.

2.2 Articles: The Articles of Incorporation for Aspen Ridge Phase III, Inc.

2.3 Aspen Ridge Association: Aspen Ridge Homeowners' Association, Inc., an Idaho nonprofit corporation, formed and incorporated to be and constituting the Association to which reference is made in this Declaration and to further the common interests of all Owners within Aspen Ridge Phases I, II and III.

2.4 Aspen Ridge Architectural Committee: The Architectural Control Committee described in the Master Declaration ("ACC").

2.5 Aspen Ridge Homeowners' Association Documents: The various operative documents of the Aspen Ridge Homeowners' Association, including: (a) The Master Declaration; (b) the Articles of Incorporation for Aspen Ridge Homeowners' Association; (c) the Bylaws for Aspen Ridge Homeowners' Association; (d) all amendments and supplements to any of the aforementioned documents; and, (e) all as modified by the Aspen Ridge Phase III Association Documents.

2.6 Aspen Ridge Phase III: All of the real property in Valley County, Idaho, within the boundaries set forth in the legal description attached hereto as **Exhibit A**.

2.7 Association: Aspen Ridge Phase III Association, Inc., an Idaho nonprofit corporation, formed and incorporated to be and constituting the Association to which reference is made in this Declaration and to further the common interests of all Owners or of particular classes of Owners of Units within Aspen Ridge Phase III.

2.8 Association Documents or Aspen Ridge Phase III Association Documents: The various operative documents of the Aspen Ridge Phase III Association, including: (a) this Supplemental Declaration; (b) the Articles of Incorporation for Aspen Ridge Phase III Association; (c) the Bylaws for Aspen Ridge Phase III Association; (d) the Phase III Design Guidelines; (e) all Rules and Regulations promulgated by the Board; (f) any final plat recorded for Aspen Ridge Phase III; and, (g) all amendments and supplements to any of the aforementioned documents.

2.9 Association Facilities: All property owned or leased by the Association or otherwise held or used by the Association, or under the Association's management or control by, through or under contractual arrangements, licenses or other arrangements, including Property Furnished by Declarant, real property or interests therein, improvements on real property, and personal property and equipment.

2.10 Benefited Units: The Board shall have the discretion to designate groups of Units which have like interests or needs, which Units may already be grouped as a Neighborhood, or may be some other grouping of Units with like interests or needs, for the following purposes: determination, assessment and budgeting for Benefited Unit Assessments, as defined at Section 9.2 of the Bylaws; and/or, any other benefit, service or obligation related to certain Units which are not already grouped as a Neighborhood. The Board may make such designation either of their own volition or in their discretion at the request of a Neighborhood Committee or Members.

2.11 Board: The Board of Directors for Aspen Ridge Phase III Association, Inc.

2.12 Building: Any building (including all fixtures and improvements contained within them) located on any of the four Condominium Parcels, and in which the Condominium Units are located.

2.13 Building Improvements: Any material improvement of any of the Property including, but not limited to landscaping, site preparation, paving, fencing, building construction, exterior changes, or interior changes which change the use of interior space to an unauthorized use or which would change the number of Living Units.

2.14 Bungalow Structure: A building which contains one Living Unit.

2.15 Bylaws: The Bylaws for Aspen Ridge Phase III Association, Inc.

2.16 Common Area: All Common Areas depicted on the Plat and declared to be Common Area in this Declaration, and in which Members of the Aspen Ridge Association enjoy common, non-exclusive rights of use. Common Area is further described at Section 5.1. Exclusive Use Common Area, as described at Section 2.24 below, is specifically not considered "Common Area".

2.17 Condominium Parcels: Parcels A, B, C and D as depicted on the Plat, and upon which Condominium Units will be constructed.

2.18 Conversion Date: That date upon which Declarant no longer owns any Unit in the Property, or such earlier date as is selected by Declarant.

2.19 Cooking Facility: Fixtures and equipment for food storage and preparation of meals, including at least a sink, oven and refrigerator.

2.20 Declarant: Mountain West Developers, Inc., an Idaho corporation, and any party which (a) acquires from Declarant all or substantially all of its property at Aspen Ridge Phase III and (b) is designated by a

written instrument as a successor or assignee of Declarant under this Declaration. Such instrument may specify the extent and portion of the rights or interests as a Declarant which are being assigned, in which case Mountain West Developers, Inc. shall retain all other rights as Declarant.

2.21 Declaration: This Declaration and all Amendments or Supplements hereto, hereafter recorded in the real property records of Valley County, Idaho.

2.22 Default Rate: Any delinquent assessment, charge, fine, penalty or other amount payable pursuant to the terms of the Association Documents shall bear interest at the greater of eighteen percent (18%) per annum, or six (6) points above the prime rate of Wells Fargo Bank, NA or any other national banking association with offices in Boise, Idaho.

2.23 Design Guidelines or Phase III Design Guidelines: The Phase III Design Guidelines, as further described in Article 8 herein and as may be amended from time to time. Any reference in the Master Declaration to "Design Guidelines" shall, as they apply to Units in Aspen Ridge Phase III, mean the Phase III Design Guidelines.

2.24 Exclusive Common Area: Exclusive Use Common Area shall be identified as Exclusive Use Common Area in this Declaration, and is reserved for the exclusive use and ownership of the Owners in a Neighborhood. Exclusive Use Common Areas are further defined in Section 5.2, and may also be referred to as "EUCA" or "Exclusive Common Area".

(a) Exclusive Common Areas in General: Each of the four Condominium Neighborhoods shall have Exclusive Common Area which shall include the Parcel depicted on the Plat for each such Neighborhood, as further described at subsection (b) below, as well as all Buildings and improvements located thereon, except the Condominium Units, but including, without limiting the generality of the foregoing, the following components:

(i) All areas of the Parcel located outside of a Building, including but not limited to sidewalks, walkways, paths, grass, shrubbery, trees, driveways, roadways, landscaping, parking areas (except Garage Units), and related facilities; and,

(ii) All portions of a Building not defined herein as a Unit (including, but not by way of limitation, the foundation, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, patios, balconies, entrances and exits, and the mechanical installations of the Building consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, and heating and central air conditioning which exist for use by one or more of the Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith); and

(ii) All other apparatus, installations, and equipment in, affixed to or connected to a Building existing for the use of one or more of the Owners.

(b) Ownership Allocations of Exclusive Common Areas : Exclusive Common Areas are allocated among the Condominium Neighborhoods as follows:

(i) Standing Woods Condominium Neighborhood: Each Owner in this Neighborhood shall have exclusive use of all Exclusive Common Area located within Parcel A, as depicted on the Plat, and each such Unit shall have a 1/3 undivided ownership interest in such Exclusive Common Area.

(ii) Cattail Point Condominium Neighborhood: Each Owner in this Neighborhood shall have exclusive use of all Exclusive Common Area located within Parcel B, as depicted on the Plat, and each such Unit shall have a 1/6 undivided ownership interest in such Exclusive Common Area.

(iii) Woodpecker Flat Condominium Neighborhood: Each Owner in this Neighborhood shall have exclusive use of all Exclusive Common Area located within Parcel C, as depicted on the Plat, and each such Unit shall have a 1/10 undivided ownership interest in such Exclusive Common Area.

(iv) Dragonfly Glen Condominium Neighborhood: Each Owner in this Neighborhood shall have exclusive use of all Exclusive Common Area located within Parcel D, as

depicted on the Plat, and each such Unit shall have a 1/13 undivided ownership interest in such Exclusive Common Area.

2.25 Function: Any activity, function or service required under this Declaration to be undertaken or performed by the Association as well as any activity, function or service otherwise undertaken or performed by the Association.

2.26 Guest: Any customer, agent, employee, guest or invitee of an Owner, lessee, and any person or persons, entity or entities who have any right, title or interest in a Unit which is not the fee simple title to the Unit.

2.27 Living Unit: One or more rooms designed for or which may readily be occupied exclusively by one family or group of people living independently from any other family or group of people, and having not more than one Cooking Facility.

2.28 Member: A Person entitled to membership in the Association, as described at Section 3.1 of the Bylaws.

2.29 Neighborhood: A group of Units designated as a separate Neighborhood in this Section. A Neighborhood may act either through a Neighborhood Committee or Council, established in accordance with the Bylaws, or without a Neighborhood Committee if the Owners in the Neighborhood so choose. Neighborhood Designations in Aspen Ridge Phase III are as follows:

(a) **Bungalow Neighborhood:** Units 1, 2, 3, 28 – 32, and 36 – 42, for a total of 15 Bungalow Units in the Neighborhood.

(b) **Townhome Neighborhood:** Units 4 – 27, and 43 – 56, for a total of 38 Townhome Units in the Neighborhood.

(c) **Standing Woods Condominium Neighborhood:** Units 33 – 35 together with Garage Units G33 – G35, for a total of 3 Standing Woods Condominium Units in the Neighborhood.

(d) **Cattail Point Condominium Neighborhood:** Units 57 – 62 together with Garage Units G57-G62, for a total of 6 Cattail Point Condominium Units in the Neighborhood

(e) **Woodpecker Flat Condominium Neighborhood:** Units 63 – 72 together with Garage Units G63 – G72, for a total of 10 Woodpecker Flat Condominium Units in the Neighborhood.

(f) **Dragonfly Glen Condominium Neighborhood:** Units 73 – 85 together with Garage Units 73 – 85, for a total of 13 Dragonfly Glen Condominium Units in the Neighborhood.

2.30 Neighborhood Committee: A Committee, established in accordance with the Bylaws which shall represent the interests of the Neighborhood and make recommendations to the Board regarding issues of common interest to the Neighborhood, including, without limitation:

(a) the maintenance, management and improvement of Exclusive Use Common Areas within or primarily benefiting the Neighborhood;

(b) the budgeting and allocation of Benefited Unit Assessments for the Neighborhood; and,

(c) any other matters of interest to or affecting the Neighborhood or its members.

Neighborhood Committees may also be established to coordinate multiple Neighborhoods. For example, a committee could be established for all Condominium Neighborhoods.

2.31 Owner: The person or persons, entity or entities who own of record, according to the real property records of Valley County, Idaho, fee simple title to a Unit.

2.32 Person: A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.33 Plat: Any final plat recorded for Aspen Ridge Phase III, pursuant to the requirements of the City of McCall.

2.34 Property: Any and all real property which is now or may hereafter be included within Aspen Ridge Phase III, including public or private streets, roads and any public or private easements or rights-of-ways and including any and all improvements on any of the foregoing.

2.35 Property Furnished by Declarant: Any real property, any improvement or portion of any improvement on real property and any personal property or equipment with respect to which Declarant grants, assigns or conveys to the Association title, interests in, or rights of use, or with respect to which Declarant permits use by the Association or some or all Owners or Guests and any replacement of or substitute for any of the foregoing. Property Furnished by Declarant may include, but is not limited to, the access streets or streets serving Aspen Ridge Phase III; Common Areas within Aspen Ridge Phase III, walks, commons, bike paths, stairs, landscaping, trees, shrubs, ponds, seating benches, aesthetic structures, lighting, walk coverings and other common area improvements; parking areas; snow removal, maintenance or other equipment. The Association shall be obligated to, and shall accept the title to, interests in, or rights of use with respect to any Property Furnished by Declarant which may be assigned, granted, or conveyed to the Association by Declarant, subject to such reservations, restrictions and conditions as Declarant may reasonably request.

2.36 Unit: Each parcel of real property within Aspen Ridge Phase III, as reflected on a recorded Plat for such parcel, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, or occupancy. The boundaries of each Unit are described at Section 2.37 below. The term shall refer to the land, as well as any structures and improvements thereon. Notwithstanding the foregoing, the following shall not be considered a Unit: Common Areas; common property of the Association; property dedicated to the public; or, a parcel of property owned, held or used in its entirety by the Association, or by any governmental entity, or for or in connection with the distribution of electricity, gas, water, sewer, telephone, television or other utility service or for access to any property within or without Aspen Ridge Phase III. In the case of a parcel of vacant land or land on which improvements are under construction, and for which a Plat has been recorded with Valley County for a condominium or for multi-family housing, the parcel shall be deemed to contain the number of Units designated for such parcel in the Plat.

(a) **Bungalow Units:** Units 1, 2, 3, 28 – 32, and 36 – 42, as shown on the Plat for Aspen Ridge Phase III, for a total of 15 Bungalow Units.

(b) **Townhome Units:** Units 4 – 27, and 43 – 56, as shown on the Plat for Aspen Ridge Phase III, for a total of 38 Townhome Units.

(c) **Condominium Units:** The following Units, which are shown on the Plat for Aspen Ridge Phase III, for a total of 32 Condominium Units:

(i) **Standing Woods Condominium Units** 33 – 35 together with Garage Units G33 – G35, for a total of 3 Standing Woods Condominium Units;

(ii) **Cattail Point Condominium Units** 57 – 62 together with Garage Units G57- G62, for a total of 6 Cattail Point Condominium Units;

(iii) **Woodpecker Flat Condominium Units** 63 – 72 together with Garage Units G63 – G72, for a total of 10 Woodpecker Flat Condominium Units; and;

(iv) **Dragonfly Glen Condominium Units** 73 – 85 together with Garage Units 73 – 85, for a total of 13 Dragonfly Glen Condominium Units.

A Condominium Unit shall include the fee simple interest in and to the Condominium Unit, together with the associated Garage Unit, and together with the undivided interest in the Exclusive Common Areas allocable to each Condominium Unit at Section 2.24(b) above.

2.37 Unit Boundaries: The boundaries of each Unit shall be as follows:

(a) **Bungalow Units:** The boundaries of the Unit as shown on the Plat

(b) **Townhome Units:** The boundaries of the Unit as shown on the Plat, with ownership to the Common Wall Unit Line between Townhome Units as described at Section 10.1 below.

(c) **Condominium Units:** Condominium Units consist of enclosed rooms in the Building and are legally bounded by:

(i) the Interior Surface of Perimeter Unit Walls; and,

(ii) the Interior Surface of Subfloors, ceilings, doors and windows.

(d) Additional Terms Related to Condominium Units: For the purpose of defining Internal Units, the terms set forth below shall be defined as follows:

(i) **Interior Surface of Perimeter Unit Wall:** The inside surface (i.e., the inside face of the sheetrock) of a wall which forms part of the perimeter of a Condominium Unit.

(ii) **Interior Surface of Subfloor:** The surface of the subfloor of a Unit on which the visible floor covering is placed.

(iii) A Unit shall include the drywall, wall paneling, wood, tile, paint, paper, carpeting, or any other wall, ceiling, or floor covering, windows and window frames and glass, shutters, awnings, doorsteps, stoops, and interior doors and door frames. A Unit shall also include any fireplace or stove hearth, facing brick, tile or firebox. A Unit shall further include fixtures and hardware and all improvements contained within the walls, ceilings, and floors. A Unit shall include any heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air conditioning, hot and cold water, electrical, or other utility services to the Internal Unit and located within the walls, ceilings, and floors; provided, however, that an Internal Unit shall not include any of the structural components of the Building or utility or service lines located within the Internal Unit which serve more than one Internal Unit.

ARTICLE 3. Aspen Ridge Phase III Association

3.1 Organization: The Aspen Ridge Phase III Association, Inc. (the "Association") shall be initially organized by Declarant as an Idaho, non-profit corporation. The Association is charged with the duties and vested with the powers prescribed by law and as set forth in the Association Articles of Incorporation and Bylaws, and this Declaration.

3.2 Membership: Each Owner of a Unit within Aspen Ridge Phase III shall be a Member of the Association. Said Members shall be allocated among two classes of membership, as defined and described in the Bylaws. The two classes of membership are as follows: (1) Class A-Residential Regular Membership; and, (2) Class B-Declarant Priority Membership. The details with regard to the members of each Class, together with voting rights and the appointment of directors, are all defined and described in the Bylaws.

3.3 Aspen Ridge Homeowners' Association: The Aspen Ridge Homeowners' Association, Inc. has been previously created. In addition to membership in the Aspen Ridge Phase III Association, each owner of a Unit shall be a Member of the Aspen Ridge Homeowners' Association, Inc., and shall be entitled to one vote for each Unit owned pursuant to Section 5.3 of the Master Declaration.

3.4 Compliance with Association Documents: All members shall comply with the terms and conditions of all Association Documents and all Aspen Ridge Homeowners' Association Documents, as well as all Rules and Regulations which may be enacted by the Board pursuant to the Association Documents.

3.5 Neighborhood Designations: Neighborhood designations have been made at Section 2.29 for all Units in Aspen Ridge Phase III.

ARTICLE 4. Assessments And Other Amounts

4.1 Obligation for Assessments and Other Amounts: Declarant for each Unit it owns hereby covenants; and, each Owner, by acceptance of a deed for his Unit, whether or not it shall be so expressed in any such deed or other conveyance; shall be conclusively deemed to have covenanted and agreed to pay to the Association the Common and Special Assessments and charges, fines, penalties or other amounts, to be levied, fixed, established and collected as set forth in this Declaration and the Articles, Bylaws and rules and regulations of the Association as from time to time are in force and effect. The various types of Assessments, as described at Article 9 of the Bylaws, include the following: Common Assessments and the following Special Assessments: Phase III Special, Aspen Ridge Master, Benefited Unit, Real Estate Transfer, and Compliance Assessments. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

4.2 Purpose of Assessments and Other Amounts: The assessments levied and any charge, fine, penalty or other amount collected by the Association shall be used exclusively to pay expenses that the Association may incur in performing any actions or functions permitted or required under this Declaration, or its Articles or Bylaws as from time to time are in force and effect, including the funding of Reserve and Contingency Accounts.

4.3 Time for Payments: The amount of any assessment, charge for interest or otherwise, fine, penalty or other amount payable by any Owner or with respect to such Owner's Guests or Unit shall become due and payable as specified in the Articles or Bylaws. In addition, the Bylaws may authorize the Association, during the period of any delinquency, to suspend an Owner's voting privileges or any other privileges stemming from membership in the Association.

4.4 Lien for Assessments and Other Amounts: In addition to any other remedies specified herein or in the Bylaws, or allowed by law, the Association shall have a lien against each Unit to secure payment of any assessment, charge, fine, penalty or other amount due and owing to the Association, as provided in the Bylaws.

4.5 Liability of Owners, Purchasers and Encumbrances: The amount of any assessment, charge, fine or penalty payable by any Owner, or with respect to such Owner's Guests or Unit shall also be a joint and several personal obligation to the Association of such Owner and such Owner's heirs, personal representatives, successors and assigns. A party acquiring fee simple title to a Unit shall be jointly and severally liable with the former Owner of the Unit for all such amounts which had accrued and were payable at the time of the acquisition of fee simple title to the Unit by such party, without prejudice to such party's right to recover any of said amounts from the former Owner. Each such amount, together with interest thereon at the Default Rate and reasonable attorney's fees and costs, may be recovered by suit for a money judgment by the Association without foreclosing or waiving any lien securing the same. Notwithstanding the foregoing, the holder of a mortgage, deed of trust or other lien on a Unit shall not be liable for any such assessment, charge, fine or penalty and the lien for any such assessments, charges, fines or penalties shall be junior to any first lien on a Unit taken in good faith and for value and perfected by recording in the office of the Recorder of Valley County, Idaho, prior to the time a notice of failure to pay any such amount is recorded in said office, describing the Unit and naming the Owner of the Unit.

ARTICLE 5. Property Rights

5.1 Common Area: Every Owner in all phases of Aspen Ridge shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) The Aspen Ridge Homeowners' Association Documents, the Aspen Ridge Phase III Association Documents, and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of any Association Facilities which may be located within the Common Area to occupants of Units and their guests and rules limiting the number of guests who may use the Common Area;
- (d) The right of the Board to suspend the right of an Owner to use any Common Area or any Association Facilities located within the Common Area (i) for any period during which any charge against such Owner's Unit remains delinquent; and, (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Declaration, the Bylaws, or rules of the Association, after notice and a hearing as provided in the Bylaws;
- (e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area pursuant to the terms of this Declaration;
- (f) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (g) The right of Declarant to place utilities within any Common Area, and the right to grant easements for the maintenance and repair of such utilities;
- (h) The right of Declarant to utilize Common Areas for snow removal storage; and,
- (i) Declarant's reserved rights described at Article 11.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, subject to reasonable Board regulation. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit, unless provided to the contrary in the Lease.

5.2 Exclusive Common Areas: All costs associated with maintenance, repair, replacement, and insurance of Exclusive Common Areas shall be assessed as a Benefited Unit Assessment pursuant to the Bylaws.

Declarant may construct any improvement, utilities, or fixtures within an Exclusive Common Area that Declarant, in Declarant's discretion, determines will benefit the Owners of Units assigned the exclusive use of such Exclusive Use Common Area. Additionally, such Owners may propose to the Board any improvement to such Exclusive Use Common Area that they feel will benefit such Owners.

ARTICLE 6. Certain Obligations and Rights of Aspen Ridge Phase III Association

6.1 Property Maintenance Function:

(a) **Association Facilities:** The Association shall provide for the care, operation, management, maintenance, repair and replacement of all Association Facilities, including but not limited to Common Areas, Exclusive Common Areas, Association Facilities, trails, streets and roads. Said obligation shall include, without limitation, removal of snow from and application of sand and salt to parking areas, streets, roads, walks, drives, stairs and other similar facilities as necessary for their customary use and enjoyment; maintenance and care of all common area or unimproved areas included in the Association Facilities and of plants, trees and shrubs in such common area or unimproved areas, maintenance of lighting provided for parking areas, streets, roads, walks, drives, stairs, and other similar facilities. Said obligations may also include maintenance of streets, roads, walks, drives and loading areas which are not Association Facilities as may be necessary or desirable for access to the boundary of or full utilization of Association Facility.

(b) **Maintenance of Certain Neighborhood Improvements:** Pursuant to Sections 7.1 and 7.2 below, the exterior of the Building Improvements and the landscaping on Townhome Units and Bungalow Units are to be maintained by the Association. The Exclusive Common Areas for each Condominium Neighborhood are to be maintained by the Association, pursuant to Section 7.3 below. The expense for such maintenance shall be assessed pursuant to the Bylaws as a Benefited Unit Assessment. Any Neighborhood may modify the level of maintenance provided by Association to the Neighborhood with the approval of at least 2/3 of the Owners in the Neighborhood, and the approval of the Board.

6.2 Exterior Maintenance for Compliance Function:

(a) If any Owner fails to maintain his Unit or improvements on such Unit or fails to perform any acts of maintenance or repair required under this Declaration or the Phase III Design Guidelines, the Association may provide exterior maintenance and repair upon such Unit and improvements thereon, in response to a request from the Board, pursuant to the provisions of Section 8.4, or, on its own volition, after 30 days prior written notice to the Owners and, if applicable, the Lessees of the Unit. In addition, the Association may, without notice, make such emergency repairs and maintenance as may in its judgment be necessary for the safety of any person or to prevent damage to any other property. The cost of such exterior maintenance and repair shall be assessed against the Owner of such Unit as a Compliance Assessment; shall be a lien and obligation of the Owner pursuant to Section 4.4 herein; shall be a joint and several liability of the Owners of the Unit; and, shall become due and payable in all respects as set forth in Section 4.3 herein. For the purpose of performing the exterior maintenance authorized by this Section 6.2, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to any Owner, to enter upon such Unit during reasonable hours on any day except Saturday or Sunday. The Association or its designee is hereby granted an irrevocable license over all property in Aspen Ridge Phase III to inspect (in a reasonable manner) property within Aspen Ridge Phase III in order to determine whether any maintenance or repair is necessary under this Section 6.2.

(b) Neither Declarant, the Association, nor any of their respective directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any Unit's improvements or portion thereof or to repair or maintain the same. Declarant, the Association or any other person, firm or corporation undertaking such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any Unit, improvements or portion thereof.

6.3 Other Functions: The Association may undertake and perform other Functions as it deems reasonable or necessary to carry out the provisions of this Declaration.

6.4 Insurance: The Association shall obtain in its name and keep in full force and effect at all times at least the following insurance coverage: (a) casualty insurance with respect to all insurable Association Facilities, insuring such Association Facilities for the full replacement value thereof, and including coverage for fire and extended coverage, vandalism and malicious mischief; and (b) broad form comprehensive liability coverage, covering both public liability and automobile liability, with limits in amounts reasonably necessary to insure against foreseeable liability; and, (c) property damage insurance for the Condominium Units as provided at Section 11.3 below. The Association may obtain additional insurance at its discretion. All insurance may contain such deductible provisions as good business practice may dictate. All insurance shall name Declarant as an additional insured and shall, to the extent reasonably possible, cover each Owner without each Owner being specifically named. The Association shall provide to Declarant, upon request, certificates evidencing such insurance and copies of the insurance policies.

6.5 Indemnification: The Association shall be obligated to and shall indemnify Declarant and hold it harmless from all liability, loss, cost, damage and expense, including attorneys' fees, arising with respect to any operations of the Association or any Association Facilities or Functions.

6.6 Right to Make Rules and Regulations: The Association shall be authorized to and shall have the power to adopt, amend and enforce rules and regulations applicable within Aspen Ridge Phase III with respect to any Association Facility or Function, and to implement the provisions of this Declaration, the Articles or Bylaws, including but not limited to, rules and regulations to prevent or reduce fire hazard; to prevent disorder and disturbances of the peace; to regulate pedestrian and vehicular traffic; to regulate animals; to regulate the budgeting and assessment procedures according to the Association Documents; to regulate signs; to regulate use of any and all Association Facilities to assure fullest enjoyment of use by the persons entitled to enjoy and use the same; to promote the general health, safety and welfare of persons within Aspen Ridge Phase III; and to protect and preserve property and property rights. All rules and regulations adopted by the Association shall be uniformly applied, except such rules may differentiate between reasonable categories of Units or Owners. The Association may provide for enforcement of any such rules and regulations through reasonable and uniformly applied fines and penalties, through exclusion of violators from Association Facilities or from enjoyment of any Functions, or otherwise. Each Owner and Guest shall be obligated to and shall comply with and abide by such rules and regulations and pay such fines or penalties upon failure to comply with or abide by such rules and regulations and such unpaid fines and penalties shall be enforceable in accordance with Section 4.4.

In the promulgation of such Rules and Regulations, the Association shall have broad discretion and shall endeavor to maintain a community standard consistent with the intents and purposes of the Association Documents, without being limited to the literal language thereof. In the event of any challenge to any such Rule or Regulation, the Rule or Regulation shall be upheld unless it is found by clear and convincing evidence to be: (i) in express violation of the Association Documents; (ii) in express violation of an applicable federal, state, county, city or district statute, ordinance or regulation; or, (iii) arbitrary, capricious, unreasonable and

6.7 Taxes: The Association shall pay all ad valorem real estate taxes, special improvement and other assessments (ordinary and extraordinary), ad valorem personal property taxes, and all other taxes, duties, charges, fees and payments required to be made to any governmental or public authority which shall be imposed, assessed or levied upon, or arise in connection with any Association Facilities or Functions.

6.8 Coordinate with Aspen Ridge Homeowners' Association: The Association shall coordinate with the Aspen Ridge Homeowners' Association, with regard to the following: (1) architectural review by the Aspen Ridge Architectural Committee; (2) assessments due from the owners of Units in Aspen Ridge Phase III to the Aspen Ridge Homeowners' Association; and, (3) coordinate other interactions between the two associations and between the owners of lots in Aspen Ridge Phase III and the Aspen Ridge Homeowners' Association.

6.9 Governmental Successor: Any Facility and any Function may be turned over to a governmental entity which is willing to accept and assume the same upon such terms and conditions as the Association shall deem to be appropriate.

6.10 Implied Rights of the Association: The Association shall have and may exercise any right or privilege given to it expressly in this Declaration or, except to the extent limited by the terms and provisions of this Declaration, given to it by law and shall have and may exercise every other right of privilege or power and authority necessary or desirable to fulfill its obligations under this Declaration, including the right to engage labor and acquire use of or purchase property, equipment or facilities; employ personnel; obtain and pay for legal, accounting and other professional services; maintain accounts and reserve accounts; enter into contracts and subcontracts; and, to

perform any Function by, through or under contractual arrangements, licenses, or other arrangements with any governmental or private entity as may be necessary or desirable.

ARTICLE 7. Restrictions Applicable to Aspen Ridge Phase III

7.1 Limitation of Building Improvements for Bungalow Units: Bungalow Units may not contain any Building Improvements except: a Bungalow Structure; a garage of a size and at a location approved in writing by the ACC, which may be attached or detached; such driveways and parking areas as may be approved in writing by the ACC; landscaping improvements approved in writing by the ACC; and, such other improvements as may be approved in writing by the ACC.

The maintenance and repair of all landscaping and the exterior of all Building Improvements on each Bungalow Unit shall be performed by the Association, with the cost of the same to be assessed as a Benefited Unit Assessment to the Bungalow Neighborhood. See 9.10 below with regard the Landscape, Maintenance, Repair and Replacement Easement For Bungalow Units granted to provide for this maintenance and repair. The ACC shall have the authority to promulgate such rules and regulations as it determines are necessary to maintain consistency in the exteriors of the improvements in the Bungalow Neighborhood, including but not limited to restrictions as to the types of items that can be placed outside the Building Improvements, and the window coverings that can be used.

7.2 Limitation of Building Improvements for Townhome Units: Townhome Units may not contain any Building Improvements except: a Townhome Structure; a garage of a size and at a location approved in writing by the ACC, which may be attached or detached; such driveways and parking areas as may be approved in writing by the ACC; landscaping improvements approved in writing by the ACC; and, such other improvements as may be approved in writing by the ACC.

The maintenance and repair of all landscaping and the exterior of all Building Improvements on each Townhome Unit shall be performed by the Association, with the cost of the same to be assessed as a Benefited Unit Assessment to the Townhome Neighborhood. See Section 9.10 below with regard the Landscape, Maintenance, Repair and Replacement Easement For Townhome Units granted to provide for this maintenance and repair. The ACC shall have the authority to promulgate such rules and regulations as it determines are necessary to maintain consistency in the exteriors of the improvements in the Townhome Neighborhood, including but not limited to restrictions as to the types of items that can be placed outside the Building Improvements, and the window coverings that can be used.

7.3 Limitation of Building Improvements for Condominium Parcels: Condominium Parcels may not contain any Building Improvements except: the Buildings, including Garages, depicted on the Plat, as the same may be amended with the prior approval of the ACC and the City of McCall; such driveways and parking areas as may be approved in writing by the ACC; landscaping improvements approved in writing by the ACC; and, such other improvements as may be approved in writing by the ACC.

The maintenance and repair of all Exclusive Common Areas on each Condominium Parcel shall be performed by the Association, with the cost of the same to be assessed as a Benefited Unit Assessment to each Condominium Neighborhood. See Sections 9.10 and 9.11 below with regard the Landscape, Maintenance, Repair and Replacement Easement For Condominium Units granted to provide for this maintenance and repair. The ACC shall have the authority to promulgate such rules and regulations as it determines are necessary to maintain consistency in the exteriors of the improvements in each Condominium Neighborhood, including but not limited to restrictions as to the types of items that can be placed outside the Building Improvements, and the window coverings that can be used.

7.4 Setbacks: Following are the setbacks for Bungalow, Townhome and Condominium Units: All setbacks shall be according to the setbacks specified in the McCall City Code, as enacted on March 16, 2006, with the following clarifications/exceptions: (a) The rear yard setback for Units 29, 30 and 31 shall be 10'; (b) The side yard setback for all sides except the Common Wall Line for Units 43 – 56 shall be 5'; (c) For all Common Wall Lines on Townhome Units, the Common Wall Line setback shall be zero; (d) The setback from the Dragonfly Loop right of way for Unit 46 shall be 15'; (e) The side yard and rear yard setbacks on Parcels A, B, C and D-2 shall be 10'; (f) The setbacks on Parcels A, B, C and D-2 from the Spring Mountain Boulevard right of way, the Dragonfly Loop right of way, the Aspen Ridge Lane right of way and the Peninsula Place right of way shall be 20'; and, (g) The side yard and rear yard setbacks on Parcel D-1 shall be 5', and the setback from Dragonfly Loop for Parcel D-1 shall be 15'.

This Section 7.4 may not be amended without the prior approval of the City of McCall and the Board.

7.5 Parking and Recreational Vehicles / Trailers:

(a) **Required Parking Spaces:** For each Bungalow, Townhome and Condominium Unit, the following minimum parking shall be constructed: A single car garage, plus one additional parking space that is at least 9' wide and 20' long, plus one additional parking space for every two units of no less than 10' wide and 20' long. The said additional parking spaces are in addition to any driveway for a Bungalow and Townhome Unit. The additional parking spaces may be placed in the street right-of-way for Dragonfly Loop for some Units, but may not be within the paved traveled way of Dragonfly Loop. General locations of parking for each Unit are depicted on the site plan for parking attached as Appendix A to the Design Guidelines. These locations may be modified with the prior approval of the Board, and the Declarant prior to the Conversion Date. Parking spaces for each Unit must be paved, and shall be constructed prior to or concurrent with construction of each Unit.

(b) **Recreational Vehicles and Trailers / Designation of Parking:** All recreational vehicles, trailers, and trailers containing recreational vehicles shall be maintained inside a garage; or, they can be kept in a parking space associated with the Unit for a maximum of 48 hours so long as the entire vehicle or trailer fits within the confines of the parking space. Any such parking outside of a garage may be approved by the Board in its sole discretion. The Board shall have the right to promulgate additional rules and regulations with regard to parking, and with regard to the allocation or designation of parking spaces.

7.6 Design Guidelines: All Building Improvements on any Unit must be built strictly in accordance with the provisions of the Phase III Design Guidelines. By acquiring any interest in a Unit, the Owner of such Unit consents to and accepts the authority of the Aspen Ridge Architectural Committee to review and approve the plans and specifications for any Building Improvements on such Unit in accordance with the Design Guidelines in effect from time to time. In particular, such Owner recognizes that certain of the judgments which will be made by the Aspen Ridge Architectural Committee are subjective in nature, and such Owner agrees not to contest such subjective judgments unless they are made in bad faith or in an arbitrary and capricious manner.

7.7 Use of Units:

(a) **Residential Use:** The Units shall be used only for single family residential purposes with customary accessory uses, except as permitted under Section 7.7(b). Customary accessory uses shall include but not be limited to long or short term rentals to persons who use such improvements for residential or lodging purposes.

(b) **Home Office:** An Affected Unit may also be used for a Home Office, only if the Association has issued a written permit for such activity. The Association may refuse to issue a permit in its sole and absolute discretion, if, in the Association's reasonable judgment, such activity would:

- (i) create additional vehicular traffic to or from such Unit;
- (ii) employ persons at such lot other than those residing at such Unit;
- (iii) require storage of any significant materials, machinery, inventory or other items on such Unit;
- (iv) require processing of materials into finished products or the assembly of parts produced off site;
- (v) require additional parking at such lot, whether for customers, delivery or otherwise;
- (vi) be incompatible with the quiet enjoyment of the surrounding Units by such Units' Owners; or,
- (vii) otherwise violate the provisions of Article 7 or 8 of this Declaration.

Any such permit shall be issued for such period and upon such terms as the Association, in its sole discretion, deems reasonable.

7.8 Timeshares:

(a) Except as otherwise approved in writing by Declarant (or the Board after the Conversion Date), which approval can be withheld for any reason, no Unit, whether leased or owned, shall be used:

(i) for the operation of a timesharing, fraction-sharing, interval ownership or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years; or,

(ii) for the operation of a reservation or time-use system among co-Owners of a Unit, regardless of whether or not any co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating, if one or more of the following conditions exist:

A. such system is adopted, imposed or managed by a party other than the co-Owners themselves, or,

B. the ownership interest in such Unit is publicly marketed for sale subject to such system, or,

C. the co-Owners are or were required as a condition of purchase of the ownership interest in such Unit to subject the interest to a pre-determined reservation or time-use system among co-Owners; or,

(iii) in the marketing, offering or selling of any club membership interest, limited liability company interest, limited partnership interest, program interest or other interest whereby the interest-holder acquires a right to participate in a reservation or time-use system among the interest-holders, or among the interest-holders and others, involving the Unit, or involving the Unit and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, regardless of whether or not any interest-holder may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating (such interest referred to herein as an "Interest"), if one or more of the following conditions exist:

A. such system is adopted, imposed or managed by a party other than the Interest-holders themselves, or,

B. the Interest is publicly marketed for sale, or,

C. the Interest-holders are or were required as a condition of purchase of the Interest to be subject to a pre-determined reservation or time-use system among Interest-holders, or among Interest-holders and others;

(all of the foregoing uses, systems or programs are collectively referred to as a "Timeshare Program").

(b) Mere co-ownership of a Unit, ownership of a Unit by an entity, or leasing of a Unit shall not create a Timeshare Program unless it meets any of the conditions described above in this Section 7.8. The definition of Timeshare Program expressly excludes (i) the voluntary inclusion of a Unit in a rental pool program, whether managed by the Owner or a party other than the Owner; and, (ii) any activities, programs, or offerings of the Association.

7.9 Outside Burning: There shall be no exterior fires, except barbecues operated reasonably and in accordance with Rules and Regulations, and such outside fire facilities, operated by the Association or the Owner of a Commercial Unit, as may be approved by the Association. No Owner shall permit any condition upon a Unit which creates a fire hazard or is in violation of fire prevention regulations.

7.10 Additional Restrictions: Upon such conditions as are deemed necessary by the ACC to maintain compliance with the intents and purposes of the Association Documents, additional restrictions on the use of Property within Aspen Ridge Phase III shall be provided in Supplemental Declarations, the Design Guidelines and/or Rules and Regulations promulgated by the Board.

7.11 General Use Guidelines and Restrictions: The following guidelines and restrictions are applicable to all Property within Aspen Ridge Phase III:

- All terms and conditions of the Aspen Ridge Phase III Association Documents and the Aspen Ridge Homeowners' Association Documents;

- All Notes contained on any final plat;

•All terms and conditions imposed by the City of McCall or any state or federal agency, including but not limited to the Army Corps of Engineers, the Idaho Department of Water Resources, and the Idaho Department of Environmental Quality.

ARTICLE 8. Design Review

8.1 Aspen Ridge Architectural Committee : Owners of Units in Aspen Ridge Phase III are subject to design review by the Aspen Ridge Architectural Committee. The design guidelines, however, pursuant to which the Aspen Ridge Architectural Committee will make its determination will be specific to Aspen Ridge III, as described below.

8.2 Phase III Design Guidelines: The Declarant, and/or the Association (as provided below) shall promulgate and publish rules and regulations that shall state the general design theme of all projects in Aspen Ridge Phase III, specific design requirements, and the general construction procedures that will or will not be allowed in Aspen Ridge Phase III. The Design Guidelines may contain general provisions applicable to all of Aspen Ridge Phase III, as well as specific provisions which vary from one portion of the Aspen Ridge Phase III to another depending upon the location, unique characteristics, and intended use.

8.3 Amendment of Design Guidelines: The Design Guidelines may be amended as follows: the AR III Board may propose amendments to the Aspen Ridge Homeowners Association Board; and, any such amendments must be approved in writing by the Aspen Ridge Homeowners Association Board of Directors, which approval shall be reasonably given so long as the amendments do not reduce the quality of the improvements or reduce setbacks; and, until such time as the Declarant no longer owns any Units in Aspen Ridge Phase III, the amendment must be approved in writing by the Declarant.

Any amendments to the Design Guidelines shall apply to construction and modification of structures and improvements commenced after the date of such amendment only and shall not apply to require modifications to or removal of Structures previously approved once the approved construction or modification has commenced; provided, the construction or modification has proceeded in accordance with the plans and specification therefore, as approved.

The ACC shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within Aspen Ridge Phase III, and all such Persons shall conduct their activities in accordance with such Design Guidelines. THE BURDEN SHALL BE ON THE OWNER AND THE BUILDER TO ENSURE THAT THEY HAVE THE MOST CURRENT DESIGN GUIDELINES.

8.4 Exterior Maintenance: Pursuant to the provisions of Section 6.2, the Board may, by vote of a majority of the Board members present at any meeting, after 30 days notice to the Owner, request that the Association provide exterior maintenance and repair upon any Unit.

8.5 Liability: Neither Declarant, the Association nor the ACC nor any of their respective officers, directors, employees or agents shall be responsible or liable to any person for any defects in any plans or specifications submitted, revised or approved under this Article 8 nor for any defects in construction performed pursuant to such plans and specifications. Approval of plans and specifications under this Article 8 shall not relieve the Owner of strict compliance with applicable governmental laws or regulations.

ARTICLE 9. Easements

9.1 Easements of Encroachment: There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and adjacent Exclusive Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

9.2 Easements for Utilities, Etc.: There are hereby reserved unto Declarant, so long as the Declarant owns any property subject to this Declaration, the Association, and the designees of each (which may include, without limitation, Valley County, the City of McCall and any utility) access and maintenance easements upon, across, over, and under all of Aspen Ridge Phase III to the extent reasonably necessary for the purpose of constructing, replacing, repairing, and maintaining: cable television systems, master television antenna systems,

security and similar systems, communications systems, streets, walkways, bicycle pathways, trails, ponds, wetlands, drainage systems, surface water management facilities, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of Aspen Ridge Phase III. This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

Additionally, Declarant reserves the right to construct utilities and irrigation facilities within any Utility Easement, street and street right of way, and within any Common Area parcel which is depicted on the Plat, and to grant easements for the repair and maintenance of any such utility or irrigation facility. Additionally, snow may be placed within any Utility Easement abutting a street, for the placement of snow plowed, blown or otherwise cleared from driveways, streets, or Common Area parcel. No Building Improvements shall be constructed within any Utility Easement other than utility or irrigation-related improvements, or as may be permitted pursuant to the Design Guidelines. All Utility Easements are reserved in perpetuity.

9.3 Easements for Collection of Storm Water Runoff and Flood Water: The Declarant reserves for itself, and its successors, assigns, and designees the nonexclusive right and easement, but not the obligation, to enter upon any property to (a) install, keep, maintain, and replace irrigation ditches, equipment or systems; (b) construct, maintain, and repair any structure designed to divert, collect or retain water; and (c) remove trash and other debris. The Declarant's rights and easements provided in this Section shall be transferred to the Association at such time as the Declarant shall cease to own any property subject to the Declaration, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument.

9.4 Easements for Maintenance, Emergency, and Enforcement: Declarant grants to the Association easements over Aspen Ridge Phase III as necessary to enable the Association to fulfill its maintenance responsibilities under Article 6. The Association shall also have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Association Documents, after prior written notice to the Owner(s) of the Unit. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner. This right of entry shall include the right of the Association to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single or multi family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

9.5 Compliance With Wetlands Permit: All Owners purchase their Units with the knowledge that Aspen Ridge Phase III contains jurisdictional wetlands, which are governed by the terms of Aspen Ridge Phase III's Wetlands Permit(s), and the terms and conditions associated therewith. By purchasing their Units, Owners agree to comply with and be bound by the terms and conditions of the Permits.

9.6 View Impairment: Neither the Declarant or the Association guarantees nor represents that any view over and across any Common Area parcel, or any Unit from adjacent Units will be preserved without impairment. Neither the Declarant, the Association, nor the Owner of a Unit shall have an obligation to prune or thin trees or other landscaping. In addition, the Declarant, the Association, or an Owner may add trees and other landscaping, and construct improvements, all subject to the Design Guidelines and the approval of the ACC. Any such improvements may diminish or obstruct any view from the Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

9.7 Utility Easement: Declarant reserves the right to construct utilities within any Utility Easement, Street right-of-way, or Common Area Parcel which is depicted on the Plat.

9.8 Snow Storage Easement: An easement is reserved within any Snow Removal Easement and within any Common Area which is depicted on the Plat for the placement of snow plowed, blown or otherwise cleared from driveways, streets, or other Common Area. An easement is also reserved on and across all lots in Aspen Ridge Phase III, in all reasonable locations where no Building Improvements, driveways or walkways exist, for the placement of such snow. Additionally, an easement is reserved on and across Parcel A, Parcel B, Parcel C,

and Parcels D-1 and D-2, in all reasonable locations where no Building Improvements, driveways, parking or walkways exist, for the placement of such snow.

9.9 Drainage Easement: The Drainage Easements depicted on the Plat are reserved for the Association, for drainage through the parcels upon which easements are depicted. There shall be no improvements constructed in the Drainage Easements, except as follows: a driveway shall be allowed across a Drainage Easement, however a culvert must be used to allow for the continued, unrestricted drainage in the Drainage Easement, the design of which shall be reviewed and approved by the ACC; and, other improvements may be made if the ACC determines, in its discretion, that the proposed improvement allows for the continued, unrestricted drainage in the Drainage Easement.

9.10 Landscape, Maintenance, Repair and Replacement Easement For Bungalow, Townhome and Condominium Units: The Association shall maintain the exteriors of all Building Improvements and all Landscaping on Bungalow and Townhome Units, and all Exclusive Common Areas for Condominium Units, as provided at Sections 7.1, 7.2 and 7.3 above. The Association is hereby granted an irrevocable easement on and across each Bungalow, Townhome and Condominium Unit, during reasonable hours and as necessary for the maintenance, repair or replacement of all landscaping and the exteriors of all Building Improvements located on the Bungalow and Townhome Unit. Damage to the interior of any part of a Building Improvement resulting from such maintenance, repair, emergency repair, or replacement, shall be an expense of the Association; provided, however, that if such damages result from the negligence of the Owner of the Unit, then such Owner shall be responsible for all of such damages.

9.11 Easements of Access to Condominium Units for Repair, Maintenance, and Emergencies: Some of the Exclusive Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units and the Association shall have the irrevocable right, to be exercised by the Association as the Owners' agent, to have access to each Unit and to all Exclusive Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal, or replacement of any of the Common Areas therein or accessible there from or for making emergency repairs therein necessary to prevent damage to the Common Areas or to any Unit. At least two days prior notice shall be given to the Owner of the Unit prior to entering into the Unit, except in the case of emergency where such delay would cause damage to any Unit or Exclusive Common Area. Damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, removal, or replacement of any of the Common Areas or as a result of emergency repair within another Unit at the instance of the Association or of Owners shall be a Benefited Unit Expense, except when such damage is caused by the negligent or willful act or omission of an Owner, their guests or invitees.

9.12 Pond Maintenance Easement: An easement is reserved on and across Common Area I for the City of McCall to access the pond and adjacent wetlands located on Common Area I, in order to fulfill its obligations under the Golf Course Long Term Maintenance and Operation Agreement, recorded with the Valley County, Idaho Recorder as Instrument No. 215999 on January 19, 1996 and as Instrument No 217888 on May 3, 1996. The Board may reasonably restrict access to only those portions of Common Area I necessary for such maintenance.

ARTICLE 10. Townhomes – Ownership and Maintenance of Common Wall – Architectural Control

10.1 Ownership to Center of Common Wall Unit Line: A Common Wall Unit Line is shown on the Plat, between each set of Townhome Units which will share a common wall. The Common Wall Unit Line is intended to run along the center of the common wall of the Townhome Structure and any garage between the two Townhome Units that rest on either side of said Common Wall Unit Line ("Common Wall"). Ownership of a Townhome Unit shall run to the center of the Common Wall.

10.2. Responsibility of the Owner: The Owner at the Owner's expense shall maintain and keep in repair the improvements within the Common Wall which is a part of their Townhome Unit, along with associated Building Improvements, including the fixtures and utilities located in such Townhome Unit to the extent current repair shall be necessary in order to avoid damaging the Building Improvements on the adjoining Townhome Unit. An Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems located within the Common Wall, or integrity of the Building Improvements located on their own Townhome Unit or the adjoining Townhome Unit. An Owner shall not be responsible for repair occasioned by casualty occurring on the adjoining Townhome Unit, unless such casualty is due to the act or negligence of the Owner, or guests, invitees,

or tenants of such Owner, as provided in Section 10.4 below. An Owner is responsible for all repair resulting from a casualty occurring within their Townhome Unit.

10.3. Responsibility of the Association: Notwithstanding any provisions to the contrary contained in this Declaration, the Association have no responsibility for any repairs or maintenance of utilities, heating, ventilation, or plumbing systems, or other facilities located inside of a Common Wall. The Association's only responsibility is for maintenance of the exterior of the Building Improvements and the landscaping, as provide at Section 7.2 and 9.10 above.

10.4. Owner's Negligence. In the event that the need for maintenance, repair or replacement of all or any portion of the Common Wall or of any utilities, heating, ventilation, or plumbing systems, or other facilities located inside of a Wall is caused through or by the negligent or willful act or omission of an Owner, or by any member of an Owner's family, or by an Owner's guests, invitees, licensees or tenants, or by the negligent construction of such facilities, then the expenses incurred by the Association for such maintenance, repair or replacement shall be a personal obligation of such Owner. If the Owner fails to repay expenses incurred by the Owner of the adjoining Townhome Unit within thirty (30) days after notice to the Owner of the amount owed, then the Owner of the adjoining Townhome Unit may request that the Association assess such cost against the Owners as a Compliance Assessment as provided in the Bylaws.

10.5 Rights With Respect to Remodeling and Construction: In addition to all requirements of the Phase III Design Guidelines, the Owners of Towhome Units may make no change or alteration to Building Improvements located thereon if such change or alteration affects or impacts the Common Wall, until plans and specifications showing the precise nature of the change or alteration shall have been submitted to and approved in writing by the ACC. Examples of changes or alterations that would be subject to review by the ACC include but are not limited to replacing cabinets that abut the Common Wall, or remodels that would require plumbing or electrical work in the Common Wall. Replacement of existing floor coverings, wall coverings, and other modifications to the interior of the Building Improvements that do not affect the Common Wall, may be undertaken without such approval. All Owners are advised that there may be noise or other disturbance due to such construction activities. Subject to the ACC's discretion and the type of proposed alteration or change, such plans and specifications shall, at a minimum, include detailed specifications with regard to all work to be completed in, near or affecting the Common Wall and the timeframe for commencement and completion of the work. The ACC may exercise its sole discretion when considering a request under this Section. No improvements shall be commenced until plans for the improvements shall have been approved by the ACC. All improvements shall be constructed only in accordance with approved plans. The ACC shall not be subject to liability in the event that the construction of any alteration negatively affects the Owner of the adjoining Townhome Unit. All such liability shall remain with the Owner performing such construction.

ARTICLE 11. Provisions Specific to Condominium Units

11.1 Maintenance Responsibility:

(a) Owner's Rights and Duties with Respect to Interiors: Each Owner shall have the exclusive right and duty to maintain and repair the interior surfaces of the walls, floors, ceilings, and doors forming the boundaries of such Owner's Unit and all walls, floors, ceilings, and doors within such boundaries, including, without limitation painting of interior surfaces. At an Owner's option, an Owner may paint, paper, or otherwise decorate or redecorate the Condominium Unit.

(b) Responsibility of the Owner: The Owner at the Owner's expense shall maintain and keep in repair the interior of the Condominium Unit, including the fixtures and utilities located in the Condominium Unit to the extent current repair shall be necessary in order to avoid damaging other Condominium Units or the Exclusive Common Areas. All fixtures, equipment, and utilities installed and included in a Unit commencing at a point where the fixtures, equipment, and utilities enter the Unit shall be maintained and kept in repair by the Owner of that Unit. An Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Building, or impair any easement or hereditament. An Owner shall not be responsible for repair occasioned by casualty occurring outside a Unit, unless such casualty is due to the act or negligence of the Owner, or guests, invitees, or tenants of such Owner. An Owner is responsible for all repair resulting from a casualty occurring within, or affecting the inside of, a Unit. No Owner shall alter any Exclusive Common Areas without the prior written consent of the Association.

(c) **Responsibility of the Association:** Notwithstanding any provisions to the contrary contained in this Declaration, the Association shall be solely responsible for all repairs and maintenance of all utilities, heating, ventilation, or plumbing systems, or other facilities located inside of a Wall (i.e., a Perimeter Unit Wall, a Perimeter Building Wall, a Demising Wall or an Internal Wall). There is hereby reserved in the Association an exclusive, permanent and perpetual easement for purposes of conducting such maintenance and repairs to all the interior space within all Walls which would otherwise be considered part of a Unit. This easement shall include the right to access such Walls through Units as necessary to perform such maintenance and repairs. Owners shall have the right to access and perform work on any such facilities located inside of Walls only as necessary in case of emergency to prevent damage to their's or others' Units, and only after notifying the Association of the existence of the emergency. The cost of such repairs and maintenance shall be considered a Common Expense of the Association, except in the case of repairs or maintenance resulting from the negligence of an Owner. The Association, without the requirement of approval of the Owners, shall maintain and keep in good repair, replace, and improve, as a Common Expense, all the Condominium Neighborhood not required in this Declaration to be maintained and kept in good repair by an Owner.

11.2 Conveyances and Taxation of Condominium Units :

(a) **Contracts to Convey and Conveyances:** Contracts to convey, instruments of conveyance of Condominium Units, and every other instrument affecting title to a Condominium Unit shall be in substantially the following form with such omissions, insertions, recitals of fact, or other provisions as may be required by the circumstances or appropriate to conform to the requirements of any governmental authority or any usage or requirement of law with respect thereto:

Unit Nos. _____ and G _____ of the Aspen Ridge III Plat, as the same was recorded and platted of record on _____, 200 _____ with the Office of Recorder of Valley County, Idaho, as Instrument No. _____.

(b) **Conveyance Deemed to Describe an Undivided Interest in Exclusive Common Areas:** Every instrument of conveyance, Mortgage, or other instrument affecting the title to a Condominium Unit which legally describes the Unit substantially in the manner set forth in Section 11.2(a) above shall be construed to describe the Unit, together with the undivided interest in the Exclusive Common Areas appurtenant to it, and together with all fixtures and improvements contained in it (unless any such fixtures or improvements shall be Exclusive Common Areas), and to incorporate all the rights incident to ownership of a Condominium Unit and all the limitations of ownership as described in the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, including the easement of enjoyment to use the Common Areas.

(c) **Separate Tax Assessments:** Upon the recording of this Declaration and the recording of the Plat of record in Valley County, Idaho, all taxes, assessments, and other charges by the State or any governmental or political subdivision or any special improvement district or any other taxing agent or assessing authority shall be assessed against and collected on each Condominium Unit, each of which shall be carried on the tax records as a separate and distinct parcel for that purpose. For the purpose of such assessment against the Condominium Units, valuation of the Exclusive Common Areas shall be apportioned among the Units in proportion to the fractional interest in the Exclusive Common Areas appurtenant to such Units.

The lien for taxes assessed to the Owner or Owners of a Condominium Unit shall be confined to his Unit and to his appurtenant undivided interest in the Common Areas. No forfeiture or sale of any Condominium Unit for delinquent taxes, assessment, or other governmental charge shall divest or in any way affect the title to any other Condominium Unit.

(d) **Reservation and Grant of Right to Amend Plat:** Declarant hereby reserves the right to amend the Plat to conform the Plat to the Units, as constructed. By purchase of a Condominium Unit, each Owner hereby designates Declarant as such Owner's attorney in fact for purposes of filing such an amended Plat and specifically grants Declarant the authority to do so on behalf of such Owner, without further consent from or notice to such Owner. Additionally, Declarant shall have the right to amend the plat for any Condominium Neighborhood prior to the closing of the sale of any Units in the Neighborhood.

11.3 Insurance: It is recognized and acknowledged by each person who purchases a Condominium Unit that the availability of various insurance coverages fluctuates and changes over time, as does the cost of such

coverages. As such, the Board and Declarant shall not be liable for failure to obtain any coverage required by this Section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is available only at a cost which, in the Board's reasonable discretion, is unreasonable.

(a) **Property Damage Insurance:** The Board shall obtain and maintain in full force and effect property damage insurance on all insurable improvements located on or constituting part of each Condominium Neighborhood (including, without limitation, the Exclusive Common Areas and the Units, together with, unless the Board directs otherwise, the fixtures, equipment and other personal property initially installed in the Units and replacements thereof up to the value of those initially installed by Declarant, but not including furniture, wall coverings, improvements, additions or other personal property supplied or installed by Owners), together with all fixtures, building service equipment and common personal property and supplies of the Association, and heating equipment and other service machinery contained therein and covering the interests of the Owners and their Mortgagees, as their interests may appear. The insurance shall be carried in an amount equal to full replacement value (i.e., 100% of the current "replacement cost" exclusive of land, foundation, excavation, depreciation on personal property and other items normally excluded from coverage), and shall include a replacement cost endorsement and an agreed amount endorsement waiving the requirement of coinsurance.

(b) **Other Insurance:** The Association may obtain insurance against such other insurable risks of a similar or dissimilar nature as it deems appropriate with respect to the Association's responsibilities and duties.

(c) **Notice to Owners:** The Board shall initially furnish Owners with notice of the insurance coverage which is in effect for the Condominium Neighborhood. Thereafter, the Board shall promptly furnish to each Owner written notice of materially adverse changes in, cancellation or termination of, insurance coverage obtained on behalf of the Association under this Section, such notice to be delivered to all Owners by such methods as required by the Association Documents. The notice (which may be issued in the form of a subpolicy relating to a master policy, if the Board obtains a master policy), shall specify the insurance coverage in effect on the Owner's Condominium Unit.

(d) **Insurance Obtained by Owners:** It shall be the responsibility of each Owner, at such Owner's expense, to maintain property damage insurance on such Owner's personal property and furnishings and public liability insurance covering such Owner's Unit. In addition, an Owner may obtain such other and additional insurance coverage on and in relation to the Owner's Condominium Unit as the Owner, in the Owner's sole discretion, shall conclude to be desirable. However, no such insurance coverage obtained by the Owner shall operate to decrease the amount which the Board, on behalf of all Owners, may realize under any policy maintained by the Board or otherwise affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage. An Owner shall be liable to the Association for the amount of any such diminution of insurance proceeds to the Association resulting from insurance coverage maintained by the Owner, and the Association shall be entitled to collect the amount of the diminution from the Owner as if the amount were a Compliance Assessment, with the understanding that, in addition to any other remedies available to the Association hereunder and in the Bylaws for the collection of fees and assessments, the Association may impose and foreclose a lien for the payment due. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners, including Declarant, should Declarant be the Owner of any Condominium Unit.

The Board may require an Owner who purchases additional insurance coverage for the Owner's Condominium Unit (other than coverage for the Owner's personal property) to file copies of such policies with the Association within thirty (30) days after purchase of the coverage to eliminate potential conflicts with any master policy carried by the Association.

(e) **Allocation of Insurance Costs:** All costs associated with insurance associated with the Condominium Neighborhoods shall be assessed as a Benefited Unit Assessment pursuant to the Bylaws.

11.4 Association as Attorney-In-Fact : Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact in such Owner's name, place and stead for the purposes of dealing with a Condominium Neighborhood upon its damage or destruction as provided in Section 11.5, or a complete or partial taking as provided in Section 11.7 below. In addition, the Association, or any insurance trustee or

substitute insurance trustee designated by the Association, is hereby appointed as attorney-in-fact under this Supplemental Declaration for the purpose of purchasing and maintaining insurance under Section 11.3 above and to represent the Owners in any condemnation proceeding under Section 11.7 below including: the collection and appropriate disposition of the proceeds of such insurance or any condemnation award; the negotiation of losses and the execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or any insurance trustee, shall hold or otherwise properly dispose of any insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Acceptance by a grantee of a deed or other instrument of conveyance from Declarant or any other Owner conveying any portion of the Affected Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact.

11.5 Damage or Destruction :

(a) **The Role of the Board:** Except as provided in Section 11.5(f), in the event of damage to or destruction of all or part of any Condominium Unit, Exclusive Common Areas, or other property covered by insurance written in the name of the Association under Section 11.3, the Board shall arrange for and supervise the prompt repair and restoration of the damaged areas of the Condominium Neighborhood, including, without limitation, the floor coverings, fixtures, and appliances initially installed therein by Declarant, and replacement thereof installed by the Owners up to the value of those initially installed by Declarant, but not including any furniture, furnishings, fixtures, equipment, or other personal property supplied or installed by the Owners in the Condominium Units unless covered by insurance obtained by the Association. Notwithstanding the foregoing, each Owner shall have the right to supervise the redecorating of his Unit.

(b) **Estimate of Damage or Destruction:** As soon as practicable after an event causing damage to or destruction of any part of the Condominium Neighborhood, unless such damage or destruction shall be minor, the Board shall obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Condominium Neighborhood damaged or destroyed. "Repair and reconstruction" as used in this Section 11.5 shall mean restoring the damaged or destroyed part of the Condominium Neighborhood to substantially the same condition in which it existed immediately prior to the damage or destruction, with each Unit and the Exclusive Common Areas having substantially the same vertical and horizontal boundaries as before.

(c) **Repair and Reconstruction:** As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of that part of the Condominium Neighborhood damaged or destroyed. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

(d) **Funds for Repair and Reconstruction:** Subject to the provisions of Section 11.5(f) below, the proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair and reconstruction. If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, according to the provisions of the Bylaws, levy, assess, and collect in advance from the Owners a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction.

(e) **Disbursement of Funds for Repair and Reconstruction:** The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. Such fund shall be applied by the Association as attorney-in-fact for such reconstruction, and the improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right, and power, as attorney-in-fact to cause the repair and restoration of the improvements. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, or if no Special Assessments were made, then in proportionate shares

on the basis of the allocation to the Owners of the expense, as provided herein and in the Bylaws, first to the Mortgagees and then to the Owners, as their interests appear.

(f) Decision Not to Rebuild: Any portion of a Condominium Neighborhood for which insurance is required pursuant to the provisions of this Supplemental Declaration which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (i) The project is terminated pursuant to Section 11.6 below;
- (ii) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (iii) Owners representing at least 80% of votes in the Association, including the vote of every Owner of a Condominium Unit or Exclusive Common Area that will not be rebuilt and including, prior to the Conversion Date, as well as the Declarant, as well as at least 51% of Eligible Mortgage Holders (based on one vote for each Mortgage owned), vote not to repair and reconstruct the Condominium Neighborhood; or
- (iv) Prior to the conveyance of a Unit to a person other than the Declarant, the holder of a deed of trust or mortgage on the damaged portion of the Condominium Neighborhood rightfully demands all or a substantial part of the insurance proceeds.

If the entire Condominium Neighborhood is not repaired or replaced, the insurance proceeds attributable to the damaged Exclusive Common Areas must be used to restore the damaged area to a condition compatible with the remainder of the Condominium Neighborhood, and, except to the extent that other persons will be distributees, the insurance proceeds attributable to Units and Exclusive Common Areas that are not rebuilt must be distributed to the Owners of those Units and the Owners of the Units to which those Exclusive Common Areas were allocated, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Exclusive Common Areas interests of all the Units in the Neighborhood, as set forth herein.

(g) Repairs: All repairs and reconstruction contemplated by this Section 11.5 shall be performed substantially in accordance with this Supplemental Declaration, the Plat, and the original plans and specifications for the Condominium Neighborhood, unless other action is approved by the Association in accordance with the requirements of this Supplemental Declaration and the other Association Documents.

(h) Notice of Damage or Destruction to First Mortgagees: In the event that any portion of the Condominium Neighborhood encompassing more than one Unit is substantially damaged or destroyed by fire or other casualty, then written notice of the damage or destruction shall be given by the Association to each Owner and First Mortgagee of the affected Units within a reasonable time following the event of casualty damage.

11.6 Termination of a Condominium Neighborhood

(a) Adoption of Termination Agreement: Except in the case of a taking of all of the Units by eminent domain, a Condominium Neighborhood and this Supplemental Declaration with regard thereto may be terminated by the agreement of 67% of the total votes eligible to be cast in the Condominium Neighborhood, as well as at least 67% of the First Mortgagees (based on one vote for each First Mortgage owned) of record at the time of the adoption of such plan. The approval of a First Mortgagee will be assumed when an Eligible Mortgage Holder fails to submit a written response to the proposed termination within fifteen (15) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. The agreement of Owners to terminate must be evidenced by their execution of a termination agreement or ratifications thereof in the same manner as a deed, by the requisite number of Owners. The termination agreement must specify a date after which the agreement will be void unless it is recorded before that date. The termination agreement and all ratifications thereof must be recorded in Valley County, Idaho and is effective only upon recordation.

(b) Sale of the Property: The termination agreement may provide that all of the Exclusive Common Areas and Units of the Condominium Neighborhood must be sold following termination. If, pursuant to the agreement, any real estate in the Condominium Neighborhood is to be sold following

termination, the termination agreement must set forth the minimum terms of sale. Subject to the provisions of the termination agreement, the Association, on behalf of the Owners, may contract for the sale of real estate in the Condominium Neighborhood following termination, but the contract is not binding on the Owners until approved pursuant to Section 11.6(a) above. If any real estate is to be sold following termination, title to that real estate, upon termination, vests in the Association as trustee for the holders of all interests in the Units. Thereafter, the Association has all the powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof distributed, the Association continues in existence with all the powers it had before termination. Proceeds of the sale must be distributed to Owners and lienholders as their interests may appear in accordance with Section 11.6(d) below, taking into account the value of property owned or distributed that is not sold so as to preserve the proportionate interests of each Owner with respect to all property cumulatively. Following termination of the Condominium Neighborhood, the proceeds of any sale of the Condominium Neighborhood, together with the assets of the Association, are held by the Association as trustee for the Owners and holders of liens on the Units as their interests may appear. Creditors of the Association who obtain a lien and duly record it in Valley County, Idaho, are to be treated as if they had perfected liens on the Units immediately before termination or when the lien is obtained and recorded, whichever is later. Unless otherwise specified in the termination agreement, as long as the Association holds title to the Condominium Neighborhood, each Owner and the Owner's successors in interest have an exclusive right to occupancy of the portion of the Condominium Neighborhood that formerly constituted the Unit. During the period of that occupancy, each Owner and the Owner's successors in interest remain liable for all Assessments and other obligations imposed on Owners by the Declaration.

(c) **Status of Property Not Sold:** Title to the Units not to be sold following termination vests in the Owners upon termination as tenants in common in fractional interests that maintain, after taking into account the fair market value of property owned and the proceeds of property sold, their respective interests as provided in Section 11.6(d) below with respect to all property appraised under Section 11.6(d) below, and liens on the Units shift accordingly. While the tenancy in common exists, each Owner and the Owner's successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted such Unit.

(d) **Interests of the Owners:** The respective interests of the Owners are as follows:

(i) Except as provided in Subsection (ii) below, the respective interests of Owners are the combined fair market values of their Units, allocated interests, and Exclusive Common Areas, immediately before the termination, as determined by one or more independent appraisers selected by the Association. The decision of the independent appraisers shall be distributed to the Owners and becomes final unless disapproved within thirty (30) days after distribution by Owners of Units to which 33% of the votes in the Association are allocated. The proportion of any Owner's interest to that of all Owners is determined by dividing the fair market value of that Owner's Unit and its allocated interests by the total fair market values of all the Units and their allocated interests.

(ii) If any Unit or any Exclusive Common Areas is destroyed to the extent that an appraisal of the fair market value thereof prior to destruction cannot be made, the interests of all Unit Owners are their respective Common Area interests immediately before the termination.

11.7 Condemnation

(a) **Consequences of Condemnation:** If, at any time or times during the continuance of a Condominium Neighborhood pursuant to this Supplemental Declaration, all or any part of the Condominium Neighborhood shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu or in avoidance of condemnation, then all compensation, damages, or other proceeds of condemnation, the sum of which is referred to as the "condemnation award" below, shall be payable to the Association, and the provisions of this Section 11.7 shall apply.

(b) **Complete Taking:** In the event that an entire Condominium Neighborhood is taken or condemned or sold or otherwise disposed of in lieu or in avoidance of condemnation, the condominium ownership for that Neighborhood pursuant to this Supplemental Declaration shall terminate. The condemnation award shall be paid to the Association for the use and benefit of the Owners and the Mortgagees as their interests may appear. Such award shall be apportioned among the Owners and the

Mortgagees on the basis of the undivided interest in the Exclusive Common Areas appurtenant to the Unit in which such Owners and Mortgagees have an interest; provided, however, that if a standard different from the value of the Condominium Neighborhood as a whole is employed to measure the condemnation award in the negotiation, judicial decree, or otherwise, then in determining such apportionment the same standard shall be employed. The Association shall, as soon as practical, determine the share of the condemnation award to which each Owner and Mortgagee is entitled in accordance with each Owner's allocated interest in the Exclusive Common Areas, and such shares shall be paid first to the Mortgagees and then to the Owners, as their interests appear.

(c) **Partial Taking:** Except as the Owners may otherwise agree pursuant to Section 11.6 above, in the event that less than the entire Condominium Neighborhood is taken or condemned or sold or otherwise disposed of in lieu or in avoidance of condemnation, the condominium ownership under this Supplemental Declaration shall not terminate. Each Owner (and Mortgagee holding an interest in such Owner's Unit) shall be entitled to a share of the condemnation award to be determined under the following provisions. The condemnation award shall be paid to the Association for the use and benefit of the Owners and the Mortgagees as their interests may appear. As soon as practical, the Association shall reasonably and in good faith allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners, as follows:

(i) Subject to Subsection (iii) below, the total amount allocated to a taking of or injury to the Exclusive Common Areas shall be apportioned among Owners and their Mortgagees on the basis of each Owner's undivided interest in the Exclusive Common Areas; and,

(ii) The total amount allocated to severance damages shall be apportioned to the Owners and Mortgagees of those Condominium Units which were not taken or condemned; and,

(iii) The respective amounts allocated to the taking of or injury to a particular Condominium Unit or to improvements an Owner has made within the Owner's own Condominium Unit (including compensation to the Owner for the Unit and its allocated interest in the Common Areas whether or not the Common Areas are acquired) shall be apportioned to the Owner and Mortgagees of that particular Condominium Unit involved; and,

(iv) The total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Owners and their respective Mortgagees.

(d) **Reorganization:** In the event a partial taking results in the taking of a Unit, the Owners thereof shall automatically cease to be members of the Association, and their ownership interests in the Exclusive Common Areas shall terminate and vest in the Owners of the remaining Condominium Units in the Neighborhood. Thereafter, the Association shall reallocate the ownership, voting rights, and Assessment ratios determined in accordance with this Supplemental Declaration, according to the same principles employed in this Supplemental Declaration at its inception and the Board of the Association shall amend this Supplemental Declaration accordingly.

(e) **Repair and Reconstruction:** Any repair and reconstruction necessitated by condemnation shall be governed by the procedures contained in Section 11.6 above.

(f) **Notice of Condemnation:** In the event that any portion of a Condominium Neighborhood shall be made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then timely written notice of such condemnation shall be given by the Association to each Owner and First Mortgagee.

ARTICLE 12. Declarant's Development Rights, Special Rights and Reservations

12.1 Declarant's Rights and Reservations: In addition to those easements and rights reserved by Declarant in Article 9 above, and as otherwise provided in this Declaration, Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and Aspen Ridge Phase III. The rights and reservations reserved above and hereinafter set forth shall be deemed accepted and reserved in each conveyance of any Unit or other property within Aspen Ridge Phase III by Declarant, whether or not specifically stated therein, and

in each deed or other instrument by which any property within Aspen Ridge Phase III is conveyed by Declarant. The rights, reservations and easements reserved above and hereinafter set forth shall be prior and superior to any other provisions of the Association Documents and may not, without Declarant's written consent, be modified, amended or rescinded or affected by any amendment of the Association Documents. Declarant's consent to any one such amendment shall not be construed as a consent to any other amendment.

12.2 Declarant's Future Development Rights: Declarant, and Declarant's assigns, shall have the following development rights, which rights shall not require the consent of Owners before Declarant's exercise of such rights:

- (a) Declarant may further develop Aspen Ridge Phase III; and, may further divide any Unit or adjust lot lines between Units prior to sale of such Unit(s), subject to approval from the City.
- (b) Until the Conversion Date, the Declarant may designate and transfer ownership of sites within Aspen Ridge Phase III for fire, police, utility facilities, public parks, and other public facilities. The sites may include Common Area Spaces.
- (c) Until the Conversion Date, Declarant, or Declarant's designee or permittee shall have the right to store construction materials and maintain construction offices within Common Areas; and, shall have the right to locate and operate sales offices within Common Areas, and on unsold properties.
- (d) Until the Conversion Date, Declarant or Declarant's designee shall have the right to install utilities and utility related equipment and fixtures within any utility easement, street, street right of way, or Common Area, and to grant easements for the maintenance and repair of the same.

12.3 Successor Declarant: For purposes of the rights, reservations and easements reserved and created in favor of Declarant herein, Declarant shall have the option of notifying the Association in writing of an assignee or successor who will hold and exercise Declarant's aforesaid rights and whom the Association shall notify as required by this Declaration, the successor or assignee must own at least one Unit in Aspen Ridge Phase III. The special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons in whole or in part, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the Bylaws. Absent such transfer, Mountain West Developers, Inc. shall retain the Declarant rights described herein until the Conversion Date.

In the event that Mountain West Developers, Inc. is dissolved prior to the Conversion Date, and fails to notify the Association of a successor for these purposes, then the person(s) holding a majority interest in Mountain West Developers, Inc. at the time of its dissolution shall be deemed the successor to Declarant for these purposes.

12.4 Exemption of Declarant: Nothing contained herein shall limit the right of Declarant to excavate, grade and construct improvements to and on any portion of Aspen Ridge Phase III owned by Declarant, in furtherance of the terms of any applicable Permits. Declarant need not seek or obtain Board or ACC approval of any such improvements constructed or placed by Declarant on any portion of Aspen Ridge Phase III owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of Aspen Ridge Phase III by an express written assignment.

12.5 Exclusive Rights to Use Name of Development: No person shall use the name "Aspen Ridge Phase III" or any derivative of such name or in logo or depiction in any printed or promotional material without Declarant's prior written consent. However, Owners may use the name "Aspen Ridge Phase III" in printed or promotional matter where such term is used solely to specify that the particular property is located within Aspen Ridge Phase III and the Association shall be entitled to use the words "Aspen Ridge Phase III" in its name.

12.6 Declarant's Approval: None of the rights, reservations, or easements granted to or reserved by Declarant herein may ever be modified or amended without the prior written consent of Declarant or Declarant's successor, which consent may be withheld by Declarant for any reason whatsoever. Additionally, until the Conversion Date, the Association shall not, without first obtaining the prior written consent of the Declarant, which consent shall not be unreasonably withheld: make any amendment or repeal of any other provision of this Declaration (i.e. a provision not involving any of the rights, reservations or easements granted to or reserved by Declarant); make any amendment to any other Association Documents; make any amendment to the Design Guidelines; make any new declaration or guidelines or similar instrument; or promulgate, change or repeal any rules of the Association. Any attempt to do so without such consent shall result in such instrument being void and of no

force and effect unless subsequently approved in writing by the Declarant. Declarant may extinguish any of the aforesaid rights by giving written notice thereof to the Association.

ARTICLE 13. Streets

13.1 Private Streets, Maintenance and Ownership: All streets, roads and drives within Aspen Ridge Phase III shall be private unless dedicated to the City or other governmental entity, in whole or in part, by a written declaration by Declarant or the Association and accepted by the City or other governmental entity. Neither the City of McCall nor any other governmental entity shall have responsibility for the maintenance, repair or upkeep of any of such streets unless, and to the extent, such responsibility is accepted in writing in whole or in part by the City of McCall or other governmental entity. Declarant shall complete the construction of such streets to the standards depicted in the documents submitted to and approved by the City of McCall. The said streets shall be transferred by Declarant to the Association after completion. Thereafter, the Association shall be solely responsible for the maintenance, repair and upkeep of such streets, which shall be part of its Property Maintenance Function. All such streets shall be dedicated to the use of the Association, the Owners, their guests and invitees. Declarant shall reserve rights in such streets, as part of the conveyance, and as necessary to implement the development of Aspen Ridge Phase III, and as are provided for hereinabove. Gates are not permitted to block the vehicular or pedestrian access of any public or private street.

13.2 Access for Emergency Services and Maintenance Requirements: The police, fire, ambulance and other emergency services shall have full access to private streets depicted on the Final Plat exactly as if they were public streets. The Association shall maintain a full twenty foot (20') width free of accumulations of snow and free of parked vehicles; and in the event of the failure of the Association to comply timely such requirement, the City of McCall may clear snow and tow parked vehicles either with its own crews and equipment, or with specially hired crews and equipment and charge the Association for the cost thereof.

ARTICLE 14. Sewer and Water

Aspen Ridge Phase III will be serviced by the City of McCall central water and sewer systems for both water and sewer facilities. Owners will be obligated to connect to such systems, pursuant to the rules and regulations of the City of McCall.

ARTICLE 15. Certain Rights of Declarant and Owners

15.1 Reserved Rights with Respect to Property Furnished by Declarant: Whether or not expressed at the time, all Property Furnished by Declarant shall be deemed accepted by the Association and shall at all times remain subject to: existing or future easements for utilities, including gas, electricity, water, sewer, telephone, television or other utility services, and for intercommunication, alarm or other similar systems; existing easements for parking purposes; existing easements for ingress, egress and access for the benefit of other property in the vicinity of Aspen Ridge Phase III, and easements as provided in Section 15.3.

15.2 No Sale or Abandonment of Property Furnished by Declarant: No Property Furnished by Declarant may be sold, conveyed, encumbered, leased, transferred, abandoned or otherwise disposed of without the prior written consent of Declarant. No improvements which may be included in Property Furnished by Declarant may be destroyed, permitted to deteriorate or waste, or disposed of by the Association without the prior written consent of Declarant until the Conversion Date.

15.3 Easements of Owners with Respect to Association Facilities: Each Owner and Guest shall have a non-exclusive easement over, upon, across and with respect to any Association Facilities as appropriate and necessary for: access, ingress and egress to the Unit of such Owner or Guest; encroachment by improvements caused by the settling, rising or shifting of earth; and horizontal and lateral support of improvements; subject, however, in the case of easements for access, ingress and egress, to such reasonable and uniformly applied rules and regulations as the Association may impose to assure reasonable use and enjoyment of Association Facilities by all persons entitled to such use and enjoyment.

15.4 Owner's Enjoyment of Functions and Association Facilities: Each Owner and Guest shall be entitled to use and enjoy any Association Facilities suitable for general use or the services provided by any Functions, subject to such reasonable rules and regulations which the Association may adopt.

15.5 Owner's Rights and Obligations Appurtenant: All rights, easements and obligations of an Owner under this Declaration and all rights of an Owner with respect to membership in the Association under this Declaration are hereby declared to be and shall be appurtenant to the title to the Unit owned by such Owner and may

not be transferred, conveyed, devised, bequeathed, encumbered or otherwise disposed of separate or apart from fee simple title to such Owner's Unit. Every transfer, conveyance, grant, devise, bequest, encumbrance or other disposition of a Unit shall be deemed to constitute a conveyance, grant, devise, bequest, encumbrance or transfer or disposition of such rights and obligations.

ARTICLE 16. Dispute Resolution and Limitation on Litigation

16.1 Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Declarant, the Association and its officers, directors, all Classes of Members, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving Aspen Ridge Phase III without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b) unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 16.2 in a good faith effort to resolve such Claim.

(b) As used in this Article, the term "Claim" shall refer to any claim, tort claim, grievance or dispute arising out of or relating to:

- (i) the interpretation, application or enforcement of the Association Documents;
- (ii) the rights, obligations, and duties of any Bound Party under the Association Documents; or,
- (iii) the decisions of the ACC;

(c) The following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 16.2:

- (i) any suit by the Association to collect Assessments or other amounts due from any Owner;
- (ii) any suit by the Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Design Guidelines, or any of the Association Documents;
- (iii) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Association Documents;
- (iv) any suit in which any indispensable party is not a Bound Party;
- (v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 16.2(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article; and,
- (vi) any suit by the Association to enjoin a continuing violation of or to enforce the provisions of the Design Guidelines or any other Association Document.

16.2 Dispute Resolution Procedures:

(a) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

- (i) the nature of the Claim, including the person involved and the Respondent's role in the Claim;
- (ii) the legal basis of the Claim (i.e. the specific authority out of which the Claim arises);
- (iii) the Claimant's proposed resolution or remedy; and,

(iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) **Negotiation.** The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) **Mediation.** If the parties have not resolved the Claim through negotiation within 30 days after the date of the Notice (or within such other time period as the parties may mutually agree upon), the Claimant shall have 45 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to a mutually acceptable individual providing dispute resolution services in Idaho.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim in mediation, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit.

Each party shall bear its own costs of the mediation, including attorney's fees, and each Party shall share equally all fees charged by the mediator.

(d) **Settlement.** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, the other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set for this in this Section. In such event the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover for the non-complying party (or if more than one non-complying party, from all such parties) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

ARTICLE 17. Miscellaneous

17.1 Duration of Declaration: This Declaration shall run with and bind all property within Aspen Ridge Phase III, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of 50 years from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by the Declarant and the Association, upon the affirmative vote of said Class B Member, and 90% of the Class A Members, is recorded, agreeing to terminate this Declaration, in which case this Declaration shall be terminated as specified therein. Declarant's vote and signature are not required, however, after the Conversion Date.

17.2 Amendment:

(a) **By the Board:** Except as limited or committed to action by the members, either by the Articles, the Bylaws, or this Declaration, the Board shall have the power to amend the Declaration at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. However, if the members shall amend any portion of the Declaration, the directors shall not thereafter amend the same in such manner as to defeat or impair the object of the members in taking such action. Any amendment to the Declaration approved by the Board shall have no material adverse effect upon any right of any Owner or member.

(b) **By Owners:** This Declaration may also be amended upon the Affirmative Vote of the Majority, by the recording of a written instrument or instruments specifying the amendment or the repeal.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) **Validity and Effective Date of Amendments:** Amendments to this Declaration shall become effective upon recordation in the land records of Valley County, Idaho, unless a later effective date

is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to any of the Association Documents, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment shall be contrary to the terms or conditions of any valid city, county, state, or federal permit applicable to Aspen Ridge Phase III; nor, shall any Amendment divest any Owner of any material and substantial vested property rights.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

17.3 Effect of Provisions of Declaration: Each provision of this Declaration and the Bylaws, and an agreement, promise, covenant and undertaking to comply with each provision of this Declaration and the Bylaws, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration and the Bylaws: (a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property within Aspen Ridge Phase III is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (b) shall, by virtue of acceptance of any right, title or interest in any real property within Aspen Ridge Phase III by an Owner or the Association, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner or the Association, as the case may be, (c) shall, as a personal covenant, be binding on such Owner or the Association and such Owner's or the Association's respective heirs, personal representatives, successors and assigns; (d) shall, as a personal covenant of an Owner, be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of the Association but not to, with or for the benefit of any other Owner; shall, if a personal covenant of the Association, be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of each Owner; (f) shall be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to each parcel of real property within Aspen Ridge Phase III; (g) shall, as a real covenant and also as an equitable servitude, be deemed a covenant and servitude for the benefit of any real property now or hereafter owned by Declarant within Aspen Ridge Phase III and for the benefit of any and all other real property within Aspen Ridge Phase III; and (h) shall be deemed a covenant, obligation and restriction secured by a lien, binding, burdening and encumbering the title to each parcel of real property within Aspen Ridge Phase III which lien with respect to any Unit shall be deemed a lien in favor of Declarant and the Association, jointly and severally, and, with respect to any real property owned by the Association, shall be deemed a lien in favor of Declarant.

17.4 Enforcement and Remedies:

(a) In General: Each provision of this Declaration with respect to the Association or property of the Association shall be enforceable by Declarant, or by any Owner who has made written demand on the Association to enforce such provision and 30 days have lapsed without appropriate action having been taken, by a proceeding for a prohibitive or mandatory injunction. In addition to any other remedy available at law or in any of the Association Documents, each provision of this Declaration with respect to an Owner or property of an Owner shall be enforceable by Declarant or the Association by a proceeding for a prohibitive or mandatory injunction and/or by a suit or action to recover damages, and/or, in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, by exclusion of such Owner and such Owner's Guests from use of any Facility and from enjoyment of any Function. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees and injunction bond premiums.

(b) Fines: In addition to the provisions of Section 17.4(a), the Board shall be entitled to impose fines and penalties for violations of this Declaration in amounts to be provided in the Design Guidelines and/or Rules and Regulations. Fines and penalties may be assessed only against a Member of the Association, and only if the violator is the Member or a member of the Member's family or a guest, invitee, lessee, contractor, subcontractor, employee or agent of the Member. Fines and penalties may be increased in the case of a continuing violation, where the Member has failed to abate the violation within the time allowed therefore by the Board in written notice to the Member. In the case of a single incident, the fine or penalty may not be assessed unless the Member has received at least one prior written notice

from the Board that the violation may subject the Member to fine(s). Fines and penalties imposed pursuant to this Section may be collected as an assessment as provided in the Bylaws and this Declaration. Non-payment of assessments shall not subject a Member to fines; rather, the remedy therefore shall be as provided in the Bylaws and as may otherwise be provided in this Declaration.

17.5 Protection of Encumbrancer: No violation or breach of, or failure to comply with, any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage, deed of trust or other lien on any property taken in good faith and for value and perfected by recording in the office of the Recorder of Valley County, Idaho, prior to the time of recording in said office of an instrument describing such property and listing the name or names of the Owner or Owners of fee simple title to the property and giving notice of such violation, breach or failure to comply, nor shall such violation, breach, failure to comply or action to enforce affect, defeat, render invalid or impair the title or interest of the holder of any such mortgage, deed of trust, or other lien or title or interest acquired by any purchaser upon foreclosure of any such mortgage, deed of trust or other lien or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser upon foreclosure shall, however, take subject to this Declaration with the exception that violations or breaches of, or failures to comply with, any provisions of this Declaration which occurred prior to the vesting of fee simple title in such purchaser shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, his heirs, personal representatives, successors or assigns.

17.6 Perpetuities: The covenants, conditions, restrictions, and other provisions of this Declaration and any other Association Document shall continue in full force and effect until the death of the last survivor of the now living grandchildren of Robert F. Kennedy, the former Attorney General of the United States of America, plus twenty-one years, unless this Declaration is sooner terminated pursuant to Section 17.1 above.

17.7 Limited Liability: Neither Declarant, the Association, the ACC, the Board nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

17.8 Use of Trademark: Each Owner by acceptance of a deed for his Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to acknowledge that "Aspen Ridge Phase III" is a service mark and trademark of Mountain West Developers, Inc. or its licensees and to covenant that he shall not use the term "Aspen Ridge Phase III" without the prior written permission of the Declarant or its licensees.

17.9 Successors and Assigns: Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of Declarant, the Association, and each Owner and their respective heirs, personal representatives, successors and assigns.

17.10 Severability: Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

17.11 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

17.12 Construction: When necessary for proper construction, the masculine of any word used in this Declaration shall include the feminine or neuter gender, and the singular the plural, and vice versa.

17.13 No Waiver: Failure to enforce any provisions of the Association Documents shall not operate as a waiver of any such provision or of any other provision of the Association Documents.

17.14 Notice of Sale or Transfer of Title: Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Association at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require.

IN WITNESS WHEREOF Declarant has executed this Declaration the day and year first above written.

MOUNTAIN WEST DEVELOPERS, INC.,
An Idaho corporation

By: 
Daniel C. Fulkerson, President

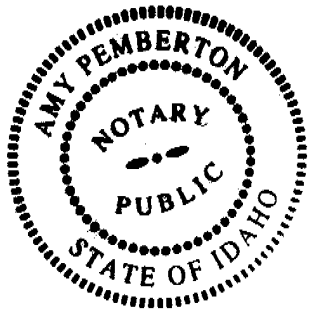
) ss.

)

County of Valley.

On this 1st day of JANUARY, 2020, before me, AMY ROBERTSON, a Notary Public in and for said State, personally appeared **Daniel C. Fulkerson**, known or identified to me to be the President of **Mountain West Developers, Inc.**, the corporation that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



NOTARY PUBLIC FOR IDAHO

Residing at:

My Commission Expires: _____

EXHIBIT A

THOMAS W. KERR
PLS 998

KERR SURVEYING
PO Box 853 404 E. Park
McCall, ID 83638
208-634-2686 / Fax 208-634-4042

ROD M. SKIFTUN
PLS 9585

JANUARY 21, 2005

ASPEN RIDGE
Phase III
25.868 Acres
City of McCall, Valley County, Idaho

A parcel situate in the NE 1/4 of Section 10, T. 18 N., R. 3 E., B.M., in the City of McCall, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the corner common to Sections 2, 3, 10, and 11, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho, the **REAL POINT OF BEGINNING**:

Thence, S. 0°04'46" W., 391.62 feet along the line common to Sections 10 and 11, to a 5/8" rebar marking the northeast corner of Lot 127, Aspen Ridge Subdivision, Phase I, as recorded in Book 9, on Page 45 of Plats, as Instrument No. 279772, in the Office of the Recorder of Valley County, Idaho,
thence, S. 52°10'13" W., 459.25 feet along the northerly boundary of said Lot 127 to a 5/8" rebar on the northerly right-of-way of Aspen Ridge Lane,
thence, S. 69°02'15" W., 650.98 feet along said northerly right-of-way to a 5/8" rebar,
thence, 419.53 feet along said northerly right-of-way on a curve to the left, whose delta angle is 24°02'15", radius is 1,000.00 feet, and whose long chord bears S. 57°01'07" W., 416.46 feet, to a 5/8" rebar,
thence, 152.03 feet along said northerly right-of-way on a curve to the right, whose delta angle is 87°06'25", radius is 100.00 feet, and whose long chord bears S. 88°33'12" W., 137.81 feet to a 5/8" rebar,
thence, N. 47°53'35" W., 42.67 feet along said northerly right-of-way to a 5/8" rebar,
thence, 37.42 feet along said northerly right-of-way on curve to the right, whose delta angle is 85°46'10", radius is 25.00 feet, and whose long chord bears N. 04°55'38" W., 34.03 feet to a 5/8" rebar, on the easterly right-of-way of Spring Mountain Boulevard,
thence, 840.20 feet along said easterly right-of-way on a non-tangent curve to the left, whose delta angle is 65°56'41", radius is 730.00 feet, and whose long chord bears N. 04°59'06" E., 794.58 feet,
thence, 223.76 feet along said easterly right-of-way on curve to the right, whose delta angle is 17°48'23", radius is 720.00 feet, and whose long chord bears N. 19°05'03" W., 222.86 feet,
thence, 75.01 feet along said easterly right-of-way on curve to the left, whose delta angle is 05°10'40", radius is 830.00 feet, and whose long chord bears N. 12°46'12" W., 74.98 feet, to the line common to said Sections 3 and 10, as shown on that particular Record of Survey as recorded in Book 8 on Page 4. as Instrument No. 278934 in the Office of the Recorder of Valley County, Idaho,
thence, S. 89°56'39" E., 1513.25 feet along said common line to the Point of Beginning, containing 25.868 acres.

Bearings based on plat of Aspen Ridge Subdivision No. 1, Instrument No. 279772.

FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION
TO THE ASPEN RIDGE MASTER DECLARATION
FOR
ASPEN RIDGE PHASE III

THIS FIRST AMENDMENT is made as of the 9th day of May, 2007, to that certain Supplemental Declaration To The Aspen Ridge Master Declaration For Aspen Ridge Phase III, which was recorded with the Valley County, Idaho Recorder on January 12, 2007 as Instrument No. 317489 (hereafter the "Supplemental Declaration").

The purpose of the following amendment is to correct an instrument number referred to in the Supplemental Declaration, and to clarify the location of Garage Units for the Woodpecker Flat Condominium Neighborhood.

The Supplemental Declaration is amended as follows:

1. Section 1.1(a) of the Supplemental Declaration shall be modified as follows: the first sentence shall be deleted in its entirety and replaced with the following:

"This Declaration is a supplement to that certain Master Declaration of Covenants, Conditions and Restrictions for Aspen Ridge ("Master Declaration"), recorded with the Valley County, Idaho Recorder as Instrument Number 279774 and re-recorded as Instrument Number 289339."

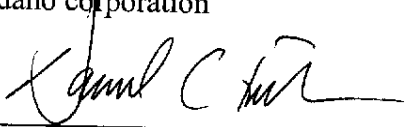
2. Section 2.29(e) of the Supplemental Declaration, with regard to Neighborhood Designations, and Section 2.36(c)(iii) of the Supplemental Declaration, with regard to the definition of the Woodpecker Flat Condominium Units, both refer to Units 63 – 72 together with Garage Units G63 – G72, for a total of 10 Woodpecker Flat Condominium Units. The Garage Units for Units 63 – 72 are depicted at Sheet 11 of the Plat directly across a breezeway and adjacent to the condominium Unit to which is it assigned, but the Garage Unit numbers are not included. For purposes of referring to all Garage Units in the Woodpecker Flat Condominium Neighborhood, the Garage Unit associated with each Unit shall hereby be defined as the Garage Unit depicted at Sheet 11 of the Plat directly across the breezeway from the Unit itself.

3. Except as modified herein, the terms and conditions set forth in the Supplemental Declaration shall remain in full force and effect.

The aforesaid First Amendment to the Supplemental Declaration was approved by the Board of Directors for Aspen Ridge Phase III Association, Inc., by vote taken on May 9, 2007.

IN WITNESS WHEREOF, the Supplemental Declaration is hereby amended as aforesaid, effective the date and year first above written.

MOUNTAIN WEST DEVELOPERS, INC.,
An Idaho corporation

By: 

Daniel C. Fulkerson, President

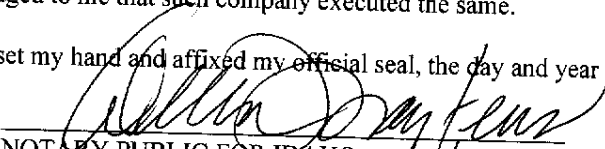
STATE OF IDAHO,)

) ss.

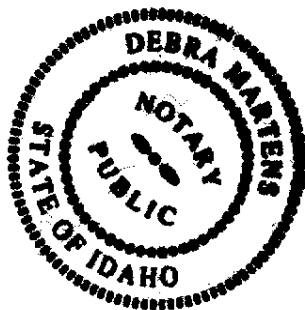
County of Valley.)

On this 9th day of May, 2007, before me, Debra Martens a Notary Public in and for said State, personally appeared **Daniel C. Fulkerson**, known or identified to me to be the President of **Mountain West Developers, Inc.**, the corporation that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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


NOTARY PUBLIC FOR IDAHO

My Commission Expires: 6/1/2008



Instrument # 361636

VALLEY COUNTY, CASCADE, IDAHO

7-21-2011 01:14:21 No. of Pages: 37

Recorded for : CITY OF MCCALL

ARCHIE N. BANBURY

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT

SECOND AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION
TO THE
ASPEN RIDGE MASTER DECLARATION
FOR
ASPEN RIDGE PHASE III

SECOND AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION
TO THE ASPEN RIDGE MASTER DECLARATION
FOR
ASPEN RIDGE PHASE III

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SECOND AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION
TO THE ASPEN RIDGE MASTER DECLARATION
FOR
ASPEN RIDGE PHASE III

This Second Amended and Restated Supplemental Declaration ("this Declaration") is made this 27 day of June, 2011, by Aspen Ridge Phase III Association, Inc., an Idaho nonprofit corporation, and by Mountain West Developers, Inc., an Idaho corporation. This Second Amended and Restated Supplemental Declaration shall amend, replace and supersede the following: (1) Supplemental Declaration To The Aspen Ridge Master Declaration For Aspen Ridge Phase III, which was recorded with the Valley County, Idaho Recorder on January 12, 2007 as Instrument No. 317489; and (2) First Amendment To Supplemental Declaration To The Aspen Ridge Master Declaration For Aspen Ridge Phase III, which was recorded with the Valley County, Idaho Recorder on May 11, 2007 as Instrument No. 321273.

ARTICLE 1. Declaration / Purposes

1.1 General Purposes

(a) This Declaration is a supplement to that certain Master Declaration of Covenants, Conditions and Restrictions for Aspen Ridge ("Master Declaration"), recorded with the Valley County, Idaho Recorder as Instrument Number 279774 and re-recorded as Instrument Number 289339. This Declaration subjects the real property legally described at **Exhibit A**, referred to hereafter as Aspen Ridge Phase III, to the Master Declaration, as the terms of the Master Declaration may be modified by this Supplemental Declaration.

(b) The Declarant, owns the real property described at **Exhibit A** and called Aspen Ridge Phase III, and intends to develop said property as a residential community within the Aspen Ridge Planned Unit Development.

(c) Aspen Ridge Phase III Association, an Idaho nonprofit corporation, has been formed, to perform certain functions and to hold and manage certain property for the common benefit of some or all Owners. This Declaration defines certain rights and obligations of Owners within Aspen Ridge Phase III with respect to the Association and with respect to Functions undertaken and Association Facilities held by the Association.

(d) By this Declaration, Declarant also intends to establish a means to provide for and maintain the area within Aspen Ridge Phase III as a pleasant and desirable environment for all persons residing therein.

1.2 Declaration: To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declares that all real property defined herein as Aspen Ridge Phase III is hereby made a part of the Property as that term is defined in the Master Declaration, and shall at all times be owned, held, used and occupied subject to the provisions of the Master Declaration and this Declaration and to the covenants, conditions and restrictions herein contained. In the event of any conflict between this Declaration and the Master Declaration, this Declaration shall control; and, specifically, the terms of the Phase III Design Guidelines shall control to the exclusion of the design guidelines described at XI (Architectural Control Committee) of the Master Declaration. Declarant, for each Unit it owns, and each Owner, by acceptance of a deed or other conveyance of title to a Unit, **HEREBY COVENANTS, PROMISES, AND AGREES** to be bound by and to comply in all respects with all provisions of the Master Declaration as modified by this Declaration, and all applicable Supplemental Declarations, the Articles and Bylaws of the Association, all applicable sub-association articles and bylaws, the Design Guidelines, and all Rules and Regulations promulgated pursuant to any of the above.

ARTICLE 2. Certain Definitions

2.1 Affirmative Vote of the Majority: The Affirmative Vote of the Majority shall be achieved on any particular matter if (and only if) (a) the Class B Member votes in favor of such matter; and, (b) at least 51% of the votes of the Class A Members are cast in favor of such matter. For the purpose of determining the vote of a class, the votes of a majority of the members of such class present at a meeting at which a quorum is established, in person or by proxy and entitled to vote on such matter, shall be deemed the vote of such class. Notwithstanding the foregoing, in the event that there is no Class B member, the favorable vote of such member shall not be considered

in determining a majority. Notwithstanding any other provision to the contrary in the Association Documents, this definition may not be amended without an Affirmative Vote of the Majority as defined herein.

2.2 Articles: The Articles of Incorporation for Aspen Ridge Phase III, Inc.

2.3 Aspen Ridge Association: Aspen Ridge Homeowners' Association, Inc., an Idaho nonprofit corporation, formed and incorporated to be and constituting the Association to which reference is made in this Declaration and to further the common interests of all Owners within Aspen Ridge Phases I, II and III.

2.4 Aspen Ridge Architectural Committee: The Architectural Control Committee described in the Master Declaration ("ACC").

2.5 Aspen Ridge Homeowners' Association Documents: The various operative documents of the Aspen Ridge Homeowners' Association, including: (a) The Master Declaration; (b) the Articles of Incorporation for Aspen Ridge Homeowners' Association; (c) the Bylaws for Aspen Ridge Homeowners' Association; (d) all amendments and supplements to any of the aforementioned documents; and, (e) all as modified by the Aspen Ridge Phase III Association Documents.

2.6 Aspen Ridge Phase III: All of the real property in Valley County, Idaho, within the boundaries set forth in the legal description attached hereto as **Exhibit A**.

2.7 Association: Aspen Ridge Phase III Association, Inc., an Idaho nonprofit corporation, formed and incorporated to be and constituting the Association to which reference is made in this Declaration and to further the common interests of all Owners or of particular classes of Owners of Units within Aspen Ridge Phase III.

2.8 Association Documents or Aspen Ridge Phase III Association Documents: The various operative documents of the Aspen Ridge Phase III Association, including: (a) this Supplemental Declaration; (b) the Articles of Incorporation for Aspen Ridge Phase III Association; (c) the Bylaws for Aspen Ridge Phase III Association; (d) the Phase III Design Guidelines; (e) all Rules and Regulations promulgated by the Board; (f) any final plat recorded for Aspen Ridge Phase III; and, (g) all amendments and supplements to any of the aforementioned documents.

2.9 Association Facilities: All property owned or leased by the Association or otherwise held or used by the Association, or under the Association's management or control by, through or under contractual arrangements, licenses or other arrangements, including Property Furnished by Declarant, real property or interests therein, improvements on real property, and personal property and equipment.

2.10 Benefited Units: The Board shall have the discretion to designate groups of Units which have like interests or needs, which Units may already be grouped as a Neighborhood, or may be some other grouping of Units with like interests or needs, for the following purposes: determination, assessment and budgeting for Benefited Unit Assessments, as defined at Section 9.2 of the Bylaws; and/or, any other benefit, service or obligation related to certain Units which are not already grouped as a Neighborhood. The Board may make such designation either of their own volition or in their discretion at the request of a Neighborhood Committee or Members.

2.11 Board: The Board of Directors for Aspen Ridge Phase III Association, Inc.

2.12 Building: Any building (including all fixtures and improvements contained within them) located on any of the four Condominium Parcels, and in which the Condominium Units are located.

2.13 Building Improvements: Any material improvement of any of the Property including, but not limited to landscaping, site preparation, paving, fencing, building construction, exterior changes, or interior changes which change the use of interior space to an unauthorized use or which would change the number of Living Units.

2.14 Bungalow Structure: A building which contains one Living Unit.

2.15 Bylaws: The Bylaws for Aspen Ridge Phase III Association, Inc.

2.15A Combined Bungalow Units: Bungalow Units that are combined and converted to a single Bungalow Unit in accordance with Section 15.6.

2.15B Combined Townhome Units: Townhome Units that are combined and converted to a single Bungalow Unit in accordance with Section 15.6.

2.15C Converted Condominium Parcel: A Condominium Parcel for which the Condominium Units have been converted to one or more Bungalow Units in accordance with Section 15.6.

2.16 Common Area: All Common Areas depicted on the Plat and declared to be Common Area in this Declaration, and in which Members of the Aspen Ridge Association enjoy common, non-exclusive rights of use. Common Area is further described at Section 5.1. Exclusive Use Common Area, as described at Section 2.24 below, is specifically not considered "Common Area".

2.17 Condominium Parcels: Parcels A, B, C and D as depicted on the Plat, and upon which Condominium Units will be constructed.

2.18 Conversion Date: That date upon which Declarant no longer owns any Unit in the Property, or such earlier date as is selected by Declarant.

2.19 Cooking Facility: Fixtures and equipment for food storage and preparation of meals, including at least a sink, oven and refrigerator.

2.20 Declarant: Mountain West Developers, Inc., an Idaho corporation, and any party which (a) acquires from Declarant all or substantially all of its property at Aspen Ridge Phase III and (b) is designated by a written instrument as a successor or assignee of Declarant under this Declaration. Such instrument may specify the extent and portion of the rights or interests as a Declarant which are being assigned, in which case Mountain West Developers, Inc. shall retain all other rights as Declarant.

2.21 Declaration: This Declaration and all Amendments or Supplements hereto, hereafter recorded in the real property records of Valley County, Idaho.

2.22 Default Rate: Any delinquent assessment, charge, fine, penalty or other amount payable pursuant to the terms of the Association Documents shall bear interest at the greater of eighteen percent (18%) per annum, or six (6) points above the prime rate of Wells Fargo Bank, NA or any other national banking association with offices in Boise, Idaho.

2.23 Design Guidelines or Phase III Design Guidelines: The Phase III Design Guidelines, as further described in Article 8 herein and as may be amended from time to time. Any reference in the Master Declaration to "Design Guidelines" shall, as they apply to Units in Aspen Ridge Phase III, mean the Phase III Design Guidelines.

2.24 Exclusive Common Area: Exclusive Use Common Area shall be identified as Exclusive Use Common Area in this Declaration, and is reserved for the exclusive use and ownership of the Owners in a Neighborhood. Exclusive Use Common Areas are further defined in Section 5.2, and may also be referred to as "EUCA" or "Exclusive Common Area".

(a) Exclusive Common Areas in General: Each of the four Condominium Neighborhoods shall have Exclusive Common Area which shall include the Parcel depicted on the Plat for each such Neighborhood, as further described at subsection (b) below, as well as all Buildings and improvements located thereon, except the Condominium Units, but including, without limiting the generality of the foregoing, the following components:

(i) All areas of the Parcel located outside of a Building, including but not limited to sidewalks, walkways, paths, grass, shrubbery, trees, driveways, roadways, landscaping, parking areas (except Garage Units), and related facilities; and,

(ii) All portions of a Building not defined herein as a Unit (including, but not by way of limitation, the foundation, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, patios, balconies, entrances and exits, and the mechanical installations of the Building consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, and heating and central air conditioning which exist for use by one or more of the Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith); and

(ii) All other apparatus, installations, and equipment in, affixed to or connected to a Building existing for the use of one or more of the Owners.

(b) Ownership Allocations of Exclusive Common Areas : Exclusive Common Areas are allocated among the Condominium Neighborhoods as follows:

(i) **Cattail Point Condominium Neighborhood:** Each Owner in this Neighborhood shall have exclusive use of all Exclusive Common Area located within Parcel B, as depicted on the Plat, and each such Unit shall have a 1/6 undivided ownership interest in such Exclusive Common Area.

(ii) **Woodpecker Flat Condominium Neighborhood:** Each Owner in this Neighborhood shall have exclusive use of all Exclusive Common Area located within Parcel C, as depicted on the Plat, and each such Unit shall have a 1/10 undivided ownership interest in such Exclusive Common Area.

(iii) **Dragonfly Glen Condominium Neighborhood:** Each Owner in this Neighborhood shall have exclusive use of all Exclusive Common Area located within Parcel D, as depicted on the Plat, and each such Unit shall have a 1/13 undivided ownership interest in such Exclusive Common Area.

2.25 Function: Any activity, function or service required under this Declaration to be undertaken or performed by the Association as well as any activity, function or service otherwise undertaken or performed by the Association.

2.26 Guest: Any customer, agent, employee, guest or invitee of an Owner, lessee, and any person or persons, entity or entities who have any right, title or interest in a Unit which is not the fee simple title to the Unit.

2.27 Living Unit: One or more rooms designed for or which may readily be occupied exclusively by one family or group of people living independently from any other family or group of people, and having not more than one Cooking Facility.

2.28 Member: A Person entitled to membership in the Association, as described at Section 3.1 of the Bylaws.

2.29 Neighborhood: A group of Units designated as a separate Neighborhood in this Section. A Neighborhood may act either through a Neighborhood Committee or Council, established in accordance with the Bylaws, or without a Neighborhood Committee if the Owners in the Neighborhood so choose. Neighborhood Designations in Aspen Ridge Phase III are as follows:

(a) **Bungalow Neighborhood:** All Bungalow Units, as defined at Section 2.36 below.

(b) **Townhome Neighborhood:** All Townhome Units, as defined at Section 2.36 below.

(c) **Cattail Point Condominium Neighborhood:** All Cattail Point Condominium Units as defined at Section 2.36 below.

(d) **Woodpecker Flat Condominium Neighborhood:** All Woodpecker Flat Condominium Units as defined at Section 2.36 below.

(e) **Dragonfly Glen Condominium Neighborhood:** All Dragonfly Glen Condominium Units as defined at Section 2.36 below.

In the event that any Townhome Unit or Condominium Unit is converted to a Bungalow Unit in accordance with Section 15.6 of the Declaration, such Units shall become part of the Bungalow Neighborhood.

2.30 Neighborhood Committee: A Committee, established in accordance with the Bylaws which shall represent the interests of the Neighborhood and make recommendations to the Board regarding issues of common interest to the Neighborhood, including, without limitation:

(a) the maintenance, management and improvement of Exclusive Use Common Areas within or primarily benefiting the Neighborhood;

(b) the budgeting and allocation of Benefited Unit Assessments for the Neighborhood; and,

(c) any other matters of interest to or affecting the Neighborhood or its members.

Neighborhood Committees may also be established to coordinate multiple Neighborhoods. For example, a committee could be established for all Condominium Neighborhoods.

2.31 Owner: The person or persons, entity or entities who own of record, according to the real property records of Valley County, Idaho, fee simple title to a Unit.

2.32 Person: A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.33 Plat: Any final plat recorded for Aspen Ridge Phase III, pursuant to the requirements of the City of McCall.

2.34 Property: Any and all real property which is now or may hereafter be included within Aspen Ridge Phase III, including public or private streets, roads and any public or private easements or rights-of-ways and including any and all improvements on any of the foregoing.

2.35 Property Furnished by Declarant: Any real property, any improvement or portion of any improvement on real property and any personal property or equipment with respect to which Declarant grants, assigns or conveys to the Association title, interests in, or rights of use, or with respect to which Declarant permits use by the Association or some or all Owners or Guests and any replacement of or substitute for any of the foregoing. Property Furnished by Declarant may include, but is not limited to, the access streets or streets serving Aspen Ridge Phase III; Common Areas within Aspen Ridge Phase III, walks, commons, bike paths, stairs, landscaping, trees, shrubs, ponds, seating benches, aesthetic structures, lighting, walk coverings and other common area improvements; parking areas; snow removal, maintenance or other equipment. The Association shall be obligated to, and shall accept the title to, interests in, or rights of use with respect to any Property Furnished by Declarant which may be assigned, granted, or conveyed to the Association by Declarant, subject to such reservations, restrictions and conditions as Declarant may reasonably request.

2.36 Unit: Each parcel of real property within Aspen Ridge Phase III, as reflected on a recorded Plat for such parcel, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, or occupancy. The boundaries of each Unit are described at Section 2.37 below. The term shall refer to the land, as well as any structures and improvements thereon. Notwithstanding the foregoing, the following shall not be considered a Unit: Common Areas; common property of the Association; property dedicated to the public; or, a parcel of property owned, held or used in its entirety by the Association, or by any governmental entity, or for or in connection with the distribution of electricity, gas, water, sewer, telephone, television or other utility service or for access to any property within or without Aspen Ridge Phase III. In the case of a parcel of vacant land or land on which improvements are under construction, and for which a Plat has been recorded with Valley County for a condominium or for multi-family housing, the parcel shall be deemed to contain the number of Units designated for such parcel in the Plat.

(a) **Bungalow Units:** Units 1, 2, 3, 28, 31, 32, and 36 – 42, as well as Combined Bungalow Units 29&30, Combined Townhome Units 4&5, Combined Townhome Units 10&11, Combined Townhome Units 18&19, Combined Townhome Units 22&23, and Converted Condominium Parcel A, for a total of 19 Bungalow Units. The aforementioned Combined Bungalow Units, Combined Townhome Units and Converted Condominium Parcels each equate to a single Bungalow Unit. Note that additional Bungalow Units may be combined, and additional Townhome Units and Condominium Units may be converted to Bungalow Units, pursuant to Section 15.6 below.

(b) **Townhome Units:** Units 6 – 9, 12 – 17, 20, 21, 24 – 27, and 43 – 56, as shown on the Plat for Aspen Ridge Phase III, for a total of 30 Townhome Units. Note that additional Townhome Units may be converted to Bungalow Units, pursuant to Section 15.6 below.

(c) **Condominium Units:** The following Units, which are shown on the Plat for Aspen Ridge Phase III, for a total of 29 Condominium Units:

(i) **Cattail Point Condominium Units** 57 – 62 together with Garage Units G57-G62, for a total of 6 Cattail Point Condominium Units;

(ii) **Woodpecker Flat Condominium Units** 63 – 72 together with Garage Units G63 – G72, for a total of 10 Woodpecker Flat Condominium Units. The Garage Units for Units 63 – 72 are depicted at Sheet 11 of the Plat directly across a breezeway and adjacent to the condominium Unit to which is it assigned, but the Garage Unit numbers are not included. For purposes of referring to all Garage Units in the Woodpecker Flat Condominium Neighborhood, the Garage Unit associated with each Unit shall hereby be defined as the Garage Unit depicted at Sheet 11 of the Plat directly across the breezeway from the Unit itself; and;

(iii) **Dragonfly Glen Condominium Units** 73 – 85 together with Garage Units 73 – 85, for a total of 13 Dragonfly Glen Condominium Units.

Note that these Condominium Units may be converted to Bungalow Units, pursuant to Section 15.6 below.

A Condominium Unit shall include the fee simple interest in and to the Condominium Unit, together with the associated Garage Unit, and together with the undivided interest in the Exclusive Common Areas allocable to each Condominium Unit at Section 2.24(b) above.

2.37 Unit Boundaries: The boundaries of each Unit shall be as follows:

(a) **Bungalow Units:** The boundaries of the Unit as shown on the Plat

(b) **Townhome Units:** The boundaries of the Unit as shown on the Plat, with ownership to the Common Wall Unit Line between Townhome Units as described at Section 10.1 below.

(c) **Condominium Units:** Condominium Units consist of enclosed rooms in the Building and are legally bounded by:

(i) the Interior Surface of Perimeter Unit Walls; and,

(ii) the Interior Surface of Subfloors, ceilings, doors and windows.

(d) **Additional Terms Related to Condominium Units:** For the purpose of defining Internal Units, the terms set forth below shall be defined as follows:

(i) **Interior Surface of Perimeter Unit Wall:** The inside surface (i.e., the inside face of the sheetrock) of a wall which forms part of the perimeter of a Condominium Unit.

(ii) **Interior Surface of Subfloor:** The surface of the subfloor of a Unit on which the visible floor covering is placed.

(iii) A Unit shall include the drywall, wall paneling, wood, tile, paint, paper, carpeting, or any other wall, ceiling, or floor covering, windows and window frames and glass, shutters, awnings, doorsteps, stoops, and interior doors and door frames. A Unit shall also include any fireplace or stove hearth, facing brick, tile or firebox. A Unit shall further include fixtures and hardware and all improvements contained within the walls, ceilings, and floors. A Unit shall include any heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air conditioning, hot and cold water, electrical, or other utility services to the Internal Unit and located within the walls, ceilings, and floors; provided, however, that an Internal Unit shall not include any of the structural components of the Building or utility or service lines located within the Internal Unit which serve more than one Internal Unit.

ARTICLE 3. Aspen Ridge Phase III Association

3.1 Organization: The Aspen Ridge Phase III Association, Inc. (the "Association") shall be initially organized by Declarant as an Idaho, non-profit corporation. The Association is charged with the duties and vested with the powers prescribed by law and as set forth in the Association Articles of Incorporation and Bylaws, and this Declaration.

3.2 Membership: Each Owner of a Unit within Aspen Ridge Phase III shall be a Member of the Association. Said Members shall be allocated among two classes of membership, as defined and described in the Bylaws. The two classes of membership are as follows: (1) Class A-Residential Regular Membership; and, (2) Class B-Declarant Priority Membership. The details with regard to the members of each Class, together with voting rights and the appointment of directors, are all defined and described in the Bylaws.

3.3 Aspen Ridge Homeowners' Association: The Aspen Ridge Homeowners' Association, Inc. has been previously created. In addition to membership in the Aspen Ridge Phase III Association, each owner of a Unit shall be a Member of the Aspen Ridge Homeowners' Association, Inc., and shall be entitled to one vote for each Unit owned pursuant to Section 5.3 of the Master Declaration.

3.4 Compliance with Association Documents: All members shall comply with the terms and conditions of all Association Documents and all Aspen Ridge Homeowners' Association Documents, as well as all Rules and Regulations which may be enacted by the Board pursuant to the Association Documents.

3.5 Neighborhood Designations: Neighborhood designations have been made at Section 2.29 for all Units in Aspen Ridge Phase III.

ARTICLE 4. Assessments And Other Amounts

4.1 Obligation for Assessments and Other Amounts: Declarant for each Unit it owns hereby covenants; and, each Owner, by acceptance of a deed for his Unit, whether or not it shall be so expressed in any such deed or other conveyance; shall be conclusively deemed to have covenanted and agreed to pay to the Association the Common and Special Assessments and charges, fines, penalties or other amounts, to be levied, fixed, established and collected as set forth in this Declaration and the Articles, Bylaws and rules and regulations of the Association as from time to time are in force and effect. The various types of Assessments, as described at Article 9 of the Bylaws, include the following: Common Assessments and the following Special Assessments: Phase III Special, Aspen Ridge Master, Benefited Unit, Real Estate Transfer, and Compliance Assessments. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

4.2 Purpose of Assessments and Other Amounts: The assessments levied and any charge, fine, penalty or other amount collected by the Association shall be used exclusively to pay expenses that the Association may incur in performing any actions or functions permitted or required under this Declaration, or its Articles or Bylaws as from time to time are in force and effect, including the funding of Reserve and Contingency Accounts.

4.3 Time for Payments: The amount of any assessment, charge for interest or otherwise, fine, penalty or other amount payable by any Owner or with respect to such Owner's Guests or Unit shall become due and payable as specified in the Articles or Bylaws. In addition, the Bylaws may authorize the Association, during the period of any delinquency, to suspend an Owner's voting privileges or any other privileges stemming from membership in the Association.

4.4 Lien for Assessments and Other Amounts: In addition to any other remedies specified herein or in the Bylaws, or allowed by law, the Association shall have a lien against each Unit to secure payment of any assessment, charge, fine, penalty or other amount due and owing to the Association, as provided in the Bylaws.

4.5 Liability of Owners, Purchasers and Encumbrances: The amount of any assessment, charge, fine or penalty payable by any Owner, or with respect to such Owner's Guests or Unit shall also be a joint and several personal obligation to the Association of such Owner and such Owner's heirs, personal representatives, successors and assigns. A party acquiring fee simple title to a Unit shall be jointly and severally liable with the former Owner of the Unit for all such amounts which had accrued and were payable at the time of the acquisition of fee simple title to the Unit by such party, without prejudice to such party's right to recover any of said amounts from the former Owner. Each such amount, together with interest thereon at the Default Rate and reasonable attorney's fees and costs, may be recovered by suit for a money judgment by the Association without foreclosing or waiving any lien securing the same. Notwithstanding the foregoing, the holder of a mortgage, deed of trust or other lien on a Unit shall not be liable for any such assessment, charge, fine or penalty and the lien for any such assessments, charges, fines or penalties shall be junior to any first lien on a Unit taken in good faith and for value and perfected by recording in the office of the Recorder of Valley County, Idaho, prior to the time a notice of failure to pay any such amount is recorded in said office, describing the Unit and naming the Owner of the Unit.

ARTICLE 5. Property Rights

5.1 Common Area: Every Owner in all phases of Aspen Ridge shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) The Aspen Ridge Homeowners' Association Documents, the Aspen Ridge Phase III Association Documents, and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of any Association Facilities which may be located within the

Common Area to occupants of Units and their guests and rules limiting the number of guests who may use the Common Area;

(d) The right of the Board to suspend the right of an Owner to use any Common Area or any Association Facilities located within the Common Area (i) for any period during which any charge against such Owner's Unit remains delinquent; and, (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Declaration, the Bylaws, or rules of the Association, after notice and a hearing as provided in the Bylaws;

(e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area pursuant to the terms of this Declaration;

(f) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(g) The right of Declarant to place utilities within any Common Area, and the right to grant easements for the maintenance and repair of such utilities;

(h) The right of Declarant to utilize Common Areas for snow removal storage; and,

(i) Declarant's reserved rights described at Article 11.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, subject to reasonable Board regulation. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit, unless provided to the contrary in the Lease.

5.2 Exclusive Common Areas: All costs associated with maintenance, repair, replacement, and insurance of Exclusive Common Areas shall be assessed as a Benefited Unit Assessment pursuant to the Bylaws.

Declarant may construct any improvement, utilities, or fixtures within an Exclusive Common Area that Declarant, in Declarant's discretion, determines will benefit the Owners of Units assigned the exclusive use of such Exclusive Use Common Area. Additionally, such Owners may propose to the Board any improvement to such Exclusive Use Common Area that they feel will benefit such Owners.

ARTICLE 6. Certain Obligations and Rights of Aspen Ridge Phase III Association

6.1 Property Maintenance Function:

(a) **Association Facilities:** The Association shall provide for the care, operation, management, maintenance, repair and replacement of all Association Facilities, including but not limited to Common Areas, Exclusive Common Areas, Association Facilities, trails, streets and roads. Said obligation shall include, without limitation, removal of snow from and application of sand and salt to parking areas, streets, roads, walks, drives, stairs and other similar facilities as necessary for their customary use and enjoyment; maintenance and care of all common area or unimproved areas included in the Association Facilities and of plants, trees and shrubs in such common area or unimproved areas, maintenance of lighting provided for parking areas, streets, roads, walks, drives, stairs, and other similar facilities. Said obligations may also include maintenance of streets, roads, walks, drives and loading areas which are not Association Facilities as may be necessary or desirable for access to the boundary of or full utilization of Association Facility.

(b) **Maintenance of Certain Neighborhood Improvements:** The Exclusive Common Areas for each Condominium Neighborhood are to be maintained by the Association, pursuant to Section 7.3 below. The expense for such maintenance shall be assessed pursuant to the Bylaws as a Benefited Unit Assessment. Any Condominium Neighborhood may modify the level of maintenance provided by Association to the Neighborhood with the approval of at least 51% of the Owners in the Neighborhood present in person or by proxy at a meeting at which a quorum is established, and the approval of the Board. The level of maintenance provided by the Association to the Bungalow Neighborhood and the Townhome Neighborhood may be modified in accordance with Section 9.2(c)(ii) of the Bylaws.

6.2 Exterior Maintenance for Compliance Function:

(a) If any Owner fails to maintain his Unit or improvements on such Unit or fails to perform any acts of maintenance or repair required under this Declaration or the Phase III Design Guidelines, the

Association may provide exterior maintenance and repair upon such Unit and improvements thereon, in response to a request from the Board, pursuant to the provisions of Section 8.4, or, on its own volition, after 30 days prior written notice to the Owners and, if applicable, the Lessees of the Unit. In addition, the Association may, without notice, make such emergency repairs and maintenance as may in its judgment be necessary for the safety of any person or to prevent damage to any other property. The cost of such exterior maintenance and repair shall be assessed against the Owner of such Unit as a Compliance Assessment; shall be a lien and obligation of the Owner pursuant to Section 4.4 herein; shall be a joint and several liability of the Owners of the Unit; and, shall become due and payable in all respects as set forth in Section 4.3 herein. For the purpose of performing the exterior maintenance authorized by this Section 6.2, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to any Owner, to enter upon such Unit during reasonable hours on any day except Saturday or Sunday. The Association or its designee is hereby granted an irrevocable license over all property in Aspen Ridge Phase III to inspect (in a reasonable manner) property within Aspen Ridge Phase III in order to determine whether any maintenance or repair is necessary under this Section 6.2.

(b) Neither Declarant, the Association, nor any of their respective directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any Unit's improvements or portion thereof or to repair or maintain the same. Declarant, the Association or any other person, firm or corporation undertaking such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any Unit, improvements or portion thereof.

6.3 Other Functions: The Association may undertake and perform other Functions as it deems reasonable or necessary to carry out the provisions of this Declaration.

6.4 Insurance: The Association shall obtain in its name and keep in full force and effect at all times at least the following insurance coverage: (a) casualty insurance with respect to all insurable Association Facilities, insuring such Association Facilities for the full replacement value thereof, and including coverage for fire and extended coverage, vandalism and malicious mischief; and (b) broad form comprehensive liability coverage, covering both public liability and automobile liability, with limits in amounts reasonably necessary to insure against foreseeable liability; and, (c) property damage insurance for the Condominium Units as provided at Section 11.3 below. The Association may obtain additional insurance at its discretion. All insurance may contain such deductible provisions as good business practice may dictate. All insurance shall name Declarant as an additional insured and shall, to the extent reasonably possible, cover each Owner without each Owner being specifically named. The Association shall provide to Declarant, upon request, certificates evidencing such insurance and copies of the insurance policies.

6.5 Indemnification: The Association shall be obligated to and shall indemnify Declarant and hold it harmless from all liability, loss, cost, damage and expense, including attorneys' fees, arising with respect to any operations of the Association or any Association Facilities or Functions.

6.6 Right to Make Rules and Regulations: The Association shall be authorized to and shall have the power to adopt, amend and enforce rules and regulations applicable within Aspen Ridge Phase III with respect to any Association Facility or Function, and to implement the provisions of this Declaration, the Articles or Bylaws, including but not limited to, rules and regulations to prevent or reduce fire hazard; to prevent disorder and disturbances of the peace; to regulate pedestrian and vehicular traffic; to regulate animals; to regulate the budgeting and assessment procedures according to the Association Documents; to regulate signs; to regulate use of any and all Association Facilities to assure fullest enjoyment of use by the persons entitled to enjoy and use the same; to promote the general health, safety and welfare of persons within Aspen Ridge Phase III; and to protect and preserve property and property rights. All rules and regulations adopted by the Association shall be uniformly applied, except such rules may differentiate between reasonable categories of Units or Owners. The Association may provide for enforcement of any such rules and regulations through reasonable and uniformly applied fines and penalties, through exclusion of violators from Association Facilities or from enjoyment of any Functions, or otherwise. Each Owner and Guest shall be obligated to and shall comply with and abide by such rules and regulations and pay such fines or penalties upon failure to comply with or abide by such rules and regulations and such unpaid fines and penalties shall be enforceable in accordance with Section 4.4.

In the promulgation of such Rules and Regulations, the Association shall have broad discretion and shall endeavor to maintain a community standard consistent with the intents and purposes of the Association Documents, without being limited to the literal language thereof. In the event of any challenge to any such Rule or Regulation,

the Rule or Regulation shall be upheld unless it is found by clear and convincing evidence to be: (i) in express violation of the Association Documents; (ii) in express violation of an applicable federal, state, county, city or district statute, ordinance or regulation; or, (iii) arbitrary, capricious, unreasonable and

6.7 Taxes: The Association shall pay all ad valorem real estate taxes, special improvement and other assessments (ordinary and extraordinary), ad valorem personal property taxes, and all other taxes, duties, charges, fees and payments required to be made to any governmental or public authority which shall be imposed, assessed or levied upon, or arise in connection with any Association Facilities or Functions.

6.8 Coordinate with Aspen Ridge Homeowners' Association: The Association shall coordinate with the Aspen Ridge Homeowners' Association, with regard to the following: (1) architectural review by the Aspen Ridge Architectural Committee; (2) assessments due from the owners of Units in Aspen Ridge Phase III to the Aspen Ridge Homeowners' Association; and, (3) coordinate other interactions between the two associations and between the owners of lots in Aspen Ridge Phase III and the Aspen Ridge Homeowners' Association.

6.9 Governmental Successor: Any Facility and any Function may be turned over to a governmental entity which is willing to accept and assume the same upon such terms and conditions as the Association shall deem to be appropriate.

6.10 Implied Rights of the Association: The Association shall have and may exercise any right or privilege given to it expressly in this Declaration or, except to the extent limited by the terms and provisions of this Declaration, given to it by law and shall have and may exercise every other right of privilege or power and authority necessary or desirable to fulfill its obligations under this Declaration, including the right to engage labor and acquire use of or purchase property, equipment or facilities; employ personnel; obtain and pay for legal, accounting and other professional services; maintain accounts and reserve accounts; enter into contracts and subcontracts; and, to perform any Function by, through or under contractual arrangements, licenses, or other arrangements with any governmental or private entity as may be necessary or desirable.

ARTICLE 7. Restrictions Applicable to Aspen Ridge Phase III

7.1 Limitation of Building Improvements for Bungalow Units: Bungalow Units may not contain any Building Improvements except: a Bungalow Structure; a garage of a size and at a location approved in writing by the ACC, which may be attached or detached; such driveways and parking areas as may be approved in writing by the ACC; landscaping improvements approved in writing by the ACC; and, such other improvements as may be approved in writing by the ACC.

The maintenance and repair of all landscaping and the exterior of all Building Improvements on each Bungalow Unit shall be performed by the Owner of the Unit. The ACC shall have the authority to promulgate such rules and regulations as it determines are necessary to maintain consistency in the exteriors of the improvements in the Bungalow Neighborhood, including but not limited to restrictions as to the types of items that can be placed outside the Building Improvements.

7.2 Limitation of Building Improvements for Townhome Units: Townhome Units may not contain any Building Improvements except: a Townhome Structure; a garage of a size and at a location approved in writing by the ACC, which may be attached or detached; such driveways and parking areas as may be approved in writing by the ACC; landscaping improvements approved in writing by the ACC; and, such other improvements as may be approved in writing by the ACC.

The maintenance and repair of all landscaping and the exterior of all Building Improvements on each Townhome Unit shall be performed by the Owner of the Unit. The Owners of adjoining Townhome Units shall work together to maintain both sides of the Townhome in a uniform manner. For example, the color scheme of both sides of the Townhome shall be consistent, and both sides shall be repainted at generally the same time so that the brightness of the colors is consistent as to the entirety of the Townhome. Roofing shall be replaced at the same time unless the roof over one side of the Townhome can be replaced in such a manner as to keep the entirety of the roof looking consistent. If there is disagreement between the Owners of adjoining Townhome Units as to the necessity of repair or maintenance that should be done at the same time by both Owners, one or both of the Owners may contact the ACC to obtain a determination as to whether such repair or maintenance should be completed, the general timeline for completion, and whether such repair or maintenance needs to be completed at the same time for both sides of the Townhome. The ACC shall have the authority to promulgate such rules and regulations as it determines are necessary to maintain consistency in the exteriors of the improvements in the Townhome Neighborhood,

including but not limited to restrictions as to the types of items that can be placed outside the Building Improvements, and the window coverings that can be used.

7.3 Limitation of Building Improvements for Condominium Parcels: Condominium Parcels may not contain any Building Improvements except: the Buildings, including Garages, depicted on the Plat, as the same may be amended with the prior approval of the ACC and the City of McCall; such driveways and parking areas as may be approved in writing by the ACC; landscaping improvements approved in writing by the ACC; and, such other improvements as may be approved in writing by the ACC.

The maintenance and repair of all Exclusive Common Areas on each Condominium Parcel shall be performed by the Association, with the cost of the same to be assessed as a Benefited Unit Assessment to each Condominium Neighborhood. See Sections 9.10 and 9.11 below with regard the Landscape, Maintenance, Repair and Replacement Easement For Condominium Units granted to provide for this maintenance and repair. The ACC shall have the authority to promulgate such rules and regulations as it determines are necessary to maintain consistency in the exteriors of the improvements in each Condominium Neighborhood, including but not limited to restrictions as to the types of items that can be placed outside the Building Improvements, and the window coverings that can be used.

7.4 Setbacks: Following are the setbacks for Bungalow, Townhome and Condominium Units: All setbacks shall be according to the setbacks specified in the McCall City Code, as enacted on March 16, 2006, with the following clarifications/exceptions: (a) The rear yard setback for Units 29, 30 and 31 shall be 10'; (b) The side yard setback for all sides except the Common Wall Line for Units 43 – 56 shall be 5'; (c) For all Common Wall Lines on Townhome Units, the Common Wall Line setback shall be zero; (d) The setback from the Dragonfly Loop right of way for Unit 46 shall be 15'; (e) The side yard and rear yard setbacks on Parcels A, B, C and D-2 shall be 10'; (f) The setbacks on Parcels A, B, C and D-2 from the Spring Mountain Boulevard right of way, the Dragonfly Loop right of way, the Aspen Ridge Lane right of way and the Peninsula Place right of way shall be 20'; and, (g) The side yard and rear yard setbacks on Parcel D-1 shall be 5', and the setback from Dragonfly Loop for Parcel D-1 shall be 15'.

This Section 7.4 may not be amended without the prior approval of the City of McCall and the Board.

7.5 Parking and Recreational Vehicles / Trailers:

(a) **Required Parking Spaces:** For each Bungalow, Townhome and Condominium Unit, the following minimum parking shall be constructed: A single car garage, plus one additional parking space that is at least 9' wide and 20' long, plus one additional parking space for every two units of no less than 10' wide and 20' long. The said additional parking spaces are in addition to any driveway for a Bungalow and Townhome Unit. The additional parking spaces may be placed in the street right-of-way for Dragonfly Loop for some Units, but may not be within the paved traveled way of Dragonfly Loop. General locations of parking for each Unit are depicted on the site plan for parking attached as Appendix A to the Design Guidelines. These locations may be modified with the prior approval of the Board, and the Declarant prior to the Conversion Date. Parking spaces for each Unit must be paved, and shall be constructed prior to or concurrent with construction of each Unit.

(b) **Recreational Vehicles and Trailers / Designation of Parking:** All recreational vehicles, trailers, and trailers containing recreational vehicles shall be maintained inside a garage; or, they can be kept in a parking space associated with the Unit for a maximum of 48 hours so long as the entire vehicle or trailer fits within the confines of the parking space. Any such parking outside of a garage may be approved by the Board in its sole discretion. The Board shall have the right to promulgate additional rules and regulations with regard to parking, and with regard to the allocation or designation of parking spaces.

7.6 Design Guidelines: All Building Improvements on any Unit must be built strictly in accordance with the provisions of the Phase III Design Guidelines. By acquiring any interest in a Unit, the Owner of such Unit consents to and accepts the authority of the Aspen Ridge Architectural Committee to review and approve the plans and specifications for any Building Improvements on such Unit in accordance with the Design Guidelines in effect from time to time. In particular, such Owner recognizes that certain of the judgments which will be made by the Aspen Ridge Architectural Committee are subjective in nature, and such Owner agrees not to contest such subjective judgments unless they are made in bad faith or in an arbitrary and capricious manner.

7.7 Use of Units:

(a) **Residential Use:** The Units shall be used only for single family residential purposes with customary accessory uses, except as permitted under Section 7.7(b). Customary accessory uses shall include but not be limited to long or short term rentals to persons who use such improvements for residential or lodging purposes.

(b) **Home Office:** An Affected Unit may also be used for a Home Office, only if the Association has issued a written permit for such activity. The Association may refuse to issue a permit in its sole and absolute discretion, if, in the Association's reasonable judgment, such activity would:

- (i) create additional vehicular traffic to or from such Unit;
- (ii) employ persons at such lot other than those residing at such Unit;
- (iii) require storage of any significant materials, machinery, inventory or other items on such Unit;
- (iv) require processing of materials into finished products or the assembly of parts produced off site;
- (v) require additional parking at such lot, whether for customers, delivery or otherwise;
- (vi) be incompatible with the quiet enjoyment of the surrounding Units by such Units' Owners; or,
- (vii) otherwise violate the provisions of Article 7 or 8 of this Declaration.

Any such permit shall be issued for such period and upon such terms as the Association, in its sole discretion, deems reasonable.

7.8 Timeshares:

(a) Except as otherwise approved in writing by Declarant (or the Board after the Conversion Date), which approval can be withheld for any reason, no Unit, whether leased or owned, shall be used:

(i) for the operation of a timesharing, fraction-sharing, interval ownership or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years; or,

(ii) for the operation of a reservation or time-use system among co-Owners of a Unit, regardless of whether or not any co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating, if one or more of the following conditions exist:

A. such system is adopted, imposed or managed by a party other than the co-Owners themselves, or,

B. the ownership interest in such Unit is publicly marketed for sale subject to such system, or,

C. the co-Owners are or were required as a condition of purchase of the ownership interest in such Unit to subject the interest to a pre-determined reservation or time-use system among co-Owners; or,

(iii) in the marketing, offering or selling of any club membership interest, limited liability company interest, limited partnership interest, program interest or other interest whereby the interest-holder acquires a right to participate in a reservation or time-use system among the interest-holders, or among the interest-holders and others, involving the Unit, or involving the Unit and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, regardless of whether or not any interest-holder may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating (such interest referred to herein as an "Interest"), if one or more of the following conditions exist:

A. such system is adopted, imposed or managed by a party other than the Interest-holders themselves, or,

B. the Interest is publicly marketed for sale, or,

C. the Interest-holders are or were required as a condition of purchase of the Interest to be subject to a pre-determined reservation or time-use system among Interest-holders, or among Interest-holders and others;

(all of the foregoing uses, systems or programs are collectively referred to as a "Timeshare Program").

(b) Mere co-ownership of a Unit, ownership of a Unit by an entity, or leasing of a Unit shall not create a Timeshare Program unless it meets any of the conditions described above in this Section 7.8. The definition of Timeshare Program expressly excludes (i) the voluntary inclusion of a Unit in a rental pool program, whether managed by the Owner or a party other than the Owner; and, (ii) any activities, programs, or offerings of the Association.

7.9 Outside Burning: There shall be no exterior fires, except barbecues operated reasonably and in accordance with Rules and Regulations, and such outside fire facilities, operated by the Association or the Owner of a Commercial Unit, as may be approved by the Association. No Owner shall permit any condition upon a Unit which creates a fire hazard or is in violation of fire prevention regulations.

7.10 Additional Restrictions: Upon such conditions as are deemed necessary by the ACC to maintain compliance with the intents and purposes of the Association Documents, additional restrictions on the use of Property within Aspen Ridge Phase III shall be provided in Supplemental Declarations, the Design Guidelines and/or Rules and Regulations promulgated by the Board.

7.11 General Use Guidelines and Restrictions: The following guidelines and restrictions are applicable to all Property within Aspen Ridge Phase III:

- All terms and conditions of the Aspen Ridge Phase III Association Documents and the Aspen Ridge Homeowners' Association Documents;

- All Notes contained on any final plat;

- All terms and conditions imposed by the City of McCall or any state or federal agency, including but not limited to the Army Corps of Engineers, the Idaho Department of Water Resources, and the Idaho Department of Environmental Quality.

ARTICLE 8. Design Review

8.1 Aspen Ridge Architectural Committee : Owners of Units in Aspen Ridge Phase III are subject to design review by the Aspen Ridge Architectural Committee. The design guidelines, however, pursuant to which the Aspen Ridge Architectural Committee will make its determination will be specific to Aspen Ridge III, as described below.

8.2 Phase III Design Guidelines: The Declarant, and/or the Association (as provided below) shall promulgate and publish rules and regulations that shall state the general design theme of all projects in Aspen Ridge Phase III, specific design requirements, and the general construction procedures that will or will not be allowed in Aspen Ridge Phase III. The Design Guidelines may contain general provisions applicable to all of Aspen Ridge Phase III, as well as specific provisions which vary from one portion of the Aspen Ridge Phase III to another depending upon the location, unique characteristics, and intended use.

8.3 Amendment of Design Guidelines: The Design Guidelines may be amended as follows: the AR III Board may propose amendments to the Aspen Ridge Homeowners Association Board; and, any such amendments must be approved in writing by the Aspen Ridge Homeowners Association Board of Directors, which approval shall be reasonably given so long as the amendments do not reduce the quality of the improvements or reduce setbacks; and, until such time as the Declarant no longer owns any Units in Aspen Ridge Phase III, the amendment must be approved in writing by the Declarant.

Any amendments to the Design Guidelines shall apply to construction and modification of structures and improvements commenced after the date of such amendment only and shall not apply to require modifications to or removal of Structures previously approved once the approved construction or modification has commenced;

provided, the construction or modification has proceeded in accordance with the plans and specification therefore, as approved.

The ACC shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within Aspen Ridge Phase III, and all such Persons shall conduct their activities in accordance with such Design Guidelines. THE BURDEN SHALL BE ON THE OWNER AND THE BUILDER TO ENSURE THAT THEY HAVE THE MOST CURRENT DESIGN GUIDELINES.

8.4 Exterior Maintenance: Pursuant to the provisions of Section 6.2, the Board may, by vote of a majority of the Board members present at any meeting, after 30 days notice to the Owner, request that the Association provide exterior maintenance and repair upon any Unit.

8.5 Liability: Neither Declarant, the Association nor the ACC nor any of their respective officers, directors, employees or agents shall be responsible or liable to any person for any defects in any plans or specifications submitted, revised or approved under this Article 8 nor for any defects in construction performed pursuant to such plans and specifications. Approval of plans and specifications under this Article 8 shall not relieve the Owner of strict compliance with applicable governmental laws or regulations.

ARTICLE 9. Easements

9.1 Easements of Encroachment: There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and adjacent Exclusive Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

9.2 Easements for Utilities, Etc.: There are hereby reserved unto Declarant, so long as the Declarant owns any property subject to this Declaration, the Association, and the designees of each (which may include, without limitation, Valley County, the City of McCall and any utility) access and maintenance easements upon, across, over, and under all of Aspen Ridge Phase III to the extent reasonably necessary for the purpose of constructing, replacing, repairing, and maintaining: cable television systems, master television antenna systems, security and similar systems, communications systems, streets, walkways, bicycle pathways, trails, ponds, wetlands, drainage systems, surface water management facilities, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of Aspen Ridge Phase III. This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

Additionally, Declarant reserves the right to construct utilities and irrigation facilities within any Utility Easement, street and street right of way, and within any Common Area parcel which is depicted on the Plat, and to grant easements for the repair and maintenance of any such utility or irrigation facility. Additionally, snow may be placed within any Utility Easement abutting a street, for the placement of snow plowed, blown or otherwise cleared from driveways, streets, or Common Area parcel. No Building Improvements shall be constructed within any Utility Easement other than utility or irrigation-related improvements, or as may be permitted pursuant to the Design Guidelines. All Utility Easements are reserved in perpetuity.

9.3 Easements for Collection of Storm Water Runoff and Flood Water: The Declarant reserves for itself, and its successors, assigns, and designees the nonexclusive right and easement, but not the obligation, to enter upon any property to (a) install, keep, maintain, and replace irrigation ditches, equipment or systems; (b) construct, maintain, and repair any structure designed to divert, collect or retain water; and (c) remove trash and other debris. The Declarant's rights and easements provided in this Section shall be transferred to the Association at such time as the Declarant shall cease to own any property subject to the Declaration, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument.

9.4 Easements for Maintenance, Emergency, and Enforcement: Declarant grants to the Association easements over Aspen Ridge Phase III as necessary to enable the Association to fulfill its maintenance responsibilities under Article 6. The Association shall also have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Association Documents, after prior written notice to the Owner(s) of the Unit. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner. This right of entry shall include the right of the Association to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single or multi family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

9.5 Compliance With Wetlands Permit: All Owners purchase their Units with the knowledge that Aspen Ridge Phase III contains jurisdictional wetlands, which are governed by the terms of Aspen Ridge Phase III's Wetlands Permit(s), and the terms and conditions associated therewith. By purchasing their Units, Owners agree to comply with and be bound by the terms and conditions of the Permits.

9.6 View Impairment: Neither the Declarant or the Association guarantees nor represents that any view over and across any Common Area parcel, or any Unit from adjacent Units will be preserved without impairment. Neither the Declarant, the Association, nor the Owner of a Unit shall have an obligation to prune or thin trees or other landscaping. In addition, the Declarant, the Association, or an Owner may add trees and other landscaping, and construct improvements, all subject to the Design Guidelines and the approval of the ACC. Any such improvements may diminish or obstruct any view from the Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

9.7 Utility Easement: Declarant reserves the right to construct utilities within any Utility Easement, Street right-of-way, or Common Area Parcel which is depicted on the Plat.

9.8 Snow Storage Easement: An easement is reserved within any Snow Removal Easement and within any Common Area which is depicted on the Plat for the placement of snow plowed, blown or otherwise cleared from driveways, streets, or other Common Area. An easement is also reserved on and across all lots in Aspen Ridge Phase III, in all reasonable locations where no Building Improvements, driveways or walkways exist, for the placement of such snow. Additionally, an easement is reserved on and across Parcel A, Parcel B, Parcel C, and Parcels D-1 and D-2, in all reasonable locations where no Building Improvements, driveways, parking or walkways exist, for the placement of such snow.

9.9 Drainage Easement: The Drainage Easements depicted on the Plat are reserved for the Association, for drainage through the parcels upon which easements are depicted. There shall be no improvements constructed in the Drainage Easements, except as follows: a driveway shall be allowed across a Drainage Easement, however a culvert must be used to allow for the continued, unrestricted drainage in the Drainage Easement, the design of which shall be reviewed and approved by the ACC; and, other improvements may be made if the ACC determines, in its discretion, that the proposed improvement allows for the continued, unrestricted drainage in the Drainage Easement.

9.10 Landscape, Maintenance, Repair and Replacement Easement For Condominium Units: The Association shall maintain the exteriors of all Building Improvements and all Landscaping on all Exclusive Common Areas for Condominium Units, as provided at Section 7.3 above. The Association is hereby granted an irrevocable easement on and across each Condominium Unit, during reasonable hours and as necessary for the maintenance, repair or replacement of all landscaping and the exteriors of all Building Improvements located on the Condominium Unit Parcel. Damage to the interior of any part of a Building Improvement resulting from such maintenance, repair, emergency repair, or replacement, shall be an expense of the Association; provided, however, that if such damages result from the negligence of the Owner of the Unit, then such Owner shall be responsible for all of such damages.

9.11 Easements of Access to Condominium Units for Repair, Maintenance, and Emergencies: Some of the Exclusive Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units and the Association shall have the irrevocable right, to be exercised by the Association as the Owners' agent, to have access to each Unit and to all Exclusive Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal, or

replacement of any of the Common Areas therein or accessible there from or for making emergency repairs therein necessary to prevent damage to the Common Areas or to any Unit. At least two days prior notice shall be given to the Owner of the Unit prior to entering into the Unit, except in the case of emergency where such delay would cause damage to any Unit or Exclusive Common Area. Damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, removal, or replacement of any of the Common Areas or as a result of emergency repair within another Unit at the instance of the Association or of Owners shall be a Benefited Unit Expense, except when such damage is caused by the negligent or willful act or omission of an Owner, their guests or invitees.

9.12 Pond Maintenance Easement: An easement is reserved on and across Common Area I for the City of McCall to access the pond and adjacent wetlands located on Common Area I, in order to fulfill its obligations under the Golf Course Long Term Maintenance and Operation Agreement, recorded with the Valley County, Idaho Recorder as Instrument No. 215999 on January 19, 1996 and as Instrument No 217888 on May 3, 1996. The Board may reasonably restrict access to only those portions of Common Area I necessary for such maintenance.

ARTICLE 10. Townhomes – Ownership and Maintenance of Common Wall – Architectural Control

10.1 Ownership to Center of Common Wall Unit Line: A Common Wall Unit Line is shown on the Plat, between each set of Townhome Units which will share a common wall. The Common Wall Unit Line is intended to run along the center of the common wall of the Townhome Structure and any garage between the two Townhome Units that rest on either side of said Common Wall Unit Line (“Common Wall”). Ownership of a Townhome Unit shall run to the center of the Common Wall.

10.2. Responsibility of the Owner: The Owner at the Owner's expense shall maintain and keep in repair the improvements within the Common Wall which is a part of their Townhome Unit, along with associated Building Improvements, including the fixtures and utilities located in such Townhome Unit to the extent current repair shall be necessary in order to avoid damaging the Building Improvements on the adjoining Townhome Unit. An Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems located within the Common Wall, or integrity of the Building Improvements located on their own Townhome Unit or the adjoining Townhome Unit. An Owner shall not be responsible for repair occasioned by casualty occurring on the adjoining Townhome Unit, unless such casualty is due to the act or negligence of the Owner, or guests, invitees, or tenants of such Owner, as provided in Section 10.4 below. An Owner is responsible for all repair resulting from a casualty occurring within their Townhome Unit.

10.3. Responsibility of the Association: Notwithstanding any provisions to the contrary contained in this Declaration, the Association have no responsibility for any repairs or maintenance of utilities, heating, ventilation, or plumbing systems, or other facilities located inside of a Common Wall.

10.4. Owner's Negligence. In the event that the need for maintenance, repair or replacement of all or any portion of the Common Wall or of any utilities, heating, ventilation, or plumbing systems, or other facilities located inside of a Wall is caused through or by the negligent or willful act or omission of an Owner, or by any member of an Owner's family, or by an Owner's guests, invitees, licensees or tenants, or by the negligent construction of such facilities, then the expenses incurred by the Association for such maintenance, repair or replacement shall be a personal obligation of such Owner. If the Owner fails to repay expenses incurred by the Owner of the adjoining Townhome Unit within thirty (30) days after notice to the Owner of the amount owed, then the Owner of the adjoining Townhome Unit may request that the Association assess such cost against the Owners as a Compliance Assessment as provided in the Bylaws.

10.5 Rights With Respect to Remodeling and Construction: In addition to all requirements of the Phase III Design Guidelines, the Owners of Townhome Units may make no change or alteration to Building Improvements located thereon if such change or alteration affects or impacts the Common Wall, until plans and specifications showing the precise nature of the change or alteration shall have been submitted to and approved in writing by the ACC. Examples of changes or alterations that would be subject to review by the ACC include but are not limited to replacing cabinets that abut the Common Wall, or remodels that would require plumbing or electrical work in the Common Wall. Replacement of existing floor coverings, wall coverings, and other modifications to the interior of the Building Improvements that do not affect the Common Wall, may be undertaken without such approval. All Owners are advised that there may be noise or other disturbance due to such construction activities. Subject to the ACC's discretion and the type of proposed alteration or change, such plans and specifications shall, at

a minimum, include detailed specifications with regard to all work to be completed in, near or affecting the Common Wall and the timeframe for commencement and completion of the work. The ACC may exercise its sole discretion when considering a request under this Section. No improvements shall be commenced until plans for the improvements shall have been approved by the ACC. All improvements shall be constructed only in accordance with approved plans. The ACC shall not be subject to liability in the event that the construction of any alteration negatively affects the Owner of the adjoining Townhome Unit. All such liability shall remain with the Owner performing such construction.

ARTICLE 11. Provisions Specific to Condominium Units

11.1 Maintenance Responsibility:

(a) **Owner's Rights and Duties with Respect to Interiors:** Each Owner shall have the exclusive right and duty to maintain and repair the interior surfaces of the walls, floors, ceilings, and doors forming the boundaries of such Owner's Unit and all walls, floors, ceilings, and doors within such boundaries, including, without limitation painting of interior surfaces. At an Owner's option, an Owner may paint, paper, or otherwise decorate or redecorate the Condominium Unit.

(b) **Responsibility of the Owner:** The Owner at the Owner's expense shall maintain and keep in repair the interior of the Condominium Unit, including the fixtures and utilities located in the Condominium Unit to the extent current repair shall be necessary in order to avoid damaging other Condominium Units or the Exclusive Common Areas. All fixtures, equipment, and utilities installed and included in a Unit commencing at a point where the fixtures, equipment, and utilities enter the Unit shall be maintained and kept in repair by the Owner of that Unit. An Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Building, or impair any easement or hereditament. An Owner shall not be responsible for repair occasioned by casualty occurring outside a Unit, unless such casualty is due to the act or negligence of the Owner, or guests, invitees, or tenants of such Owner. An Owner is responsible for all repair resulting from a casualty occurring within, or affecting the inside of, a Unit. No Owner shall alter any Exclusive Common Areas without the prior written consent of the Association.

(c) **Responsibility of the Association:** Notwithstanding any provisions to the contrary contained in this Declaration, the Association shall be solely responsible for all repairs and maintenance of all utilities, heating, ventilation, or plumbing systems, or other facilities located inside of a Wall (i.e., a Perimeter Unit Wall, a Perimeter Building Wall, a Demising Wall or an Internal Wall). There is hereby reserved in the Association an exclusive, permanent and perpetual easement for purposes of conducting such maintenance and repairs to all the interior space within all Walls which would otherwise be considered part of a Unit. This easement shall include the right to access such Walls through Units as necessary to perform such maintenance and repairs. Owners shall have the right to access and perform work on any such facilities located inside of Walls only as necessary in case of emergency to prevent damage to their's or others' Units, and only after notifying the Association of the existence of the emergency. The cost of such repairs and maintenance shall be considered a Common Expense of the Association, except in the case of repairs or maintenance resulting from the negligence of an Owner. The Association, without the requirement of approval of the Owners, shall maintain and keep in good repair, replace, and improve, as a Common Expense, all the Condominium Neighborhood not required in this Declaration to be maintained and kept in good repair by an Owner.

11.2 Conveyances and Taxation of Condominium Units :

(a) **Contracts to Convey and Conveyances:** Contracts to convey, instruments of conveyance of Condominium Units, and every other instrument affecting title to a Condominium Unit shall be in substantially the following form with such omissions, insertions, recitals of fact, or other provisions as may be required by the circumstances or appropriate to conform to the requirements of any governmental authority or any usage or requirement of law with respect thereto:

Unit Nos. _____ and G____ of the Aspen Ridge III Plat, as the same was recorded and platted of record on _____, 200____ with the Office of Recorder of Valley County, Idaho, as Instrument No. _____.

(b) Conveyance Deemed to Describe an Undivided Interest in Exclusive Common Areas: Every instrument of conveyance, Mortgage, or other instrument affecting the title to a Condominium Unit which legally describes the Unit substantially in the manner set forth in Section 11.2(a) above shall be construed to describe the Unit, together with the undivided interest in the Exclusive Common Areas appurtenant to it, and together with all fixtures and improvements contained in it (unless any such fixtures or improvements shall be Exclusive Common Areas), and to incorporate all the rights incident to ownership of a Condominium Unit and all the limitations of ownership as described in the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, including the easement of enjoyment to use the Common Areas.

(c) Separate Tax Assessments: Upon the recording of this Declaration and the recording of the Plat of record in Valley County, Idaho, all taxes, assessments, and other charges by the State or any governmental or political subdivision or any special improvement district or any other taxing agent or assessing authority shall be assessed against and collected on each Condominium Unit, each of which shall be carried on the tax records as a separate and distinct parcel for that purpose. For the purpose of such assessment against the Condominium Units, valuation of the Exclusive Common Areas shall be apportioned among the Units in proportion to the fractional interest in the Exclusive Common Areas appurtenant to such Units.

The lien for taxes assessed to the Owner or Owners of a Condominium Unit shall be confined to his Unit and to his appurtenant undivided interest in the Common Areas. No forfeiture or sale of any Condominium Unit for delinquent taxes, assessment, or other governmental charge shall divest or in any way affect the title to any other Condominium Unit.

(d) Reservation and Grant of Right to Amend Plat: Declarant hereby reserves the right to amend the Plat to conform the Plat to the Units, as constructed. By purchase of a Condominium Unit, each Owner hereby designates Declarant as such Owner's attorney in fact for purposes of filing such an amended Plat and specifically grants Declarant the authority to do so on behalf of such Owner, without further consent from or notice to such Owner. Additionally, Declarant shall have the right to amend the plat for any Condominium Neighborhood prior to the closing of the sale of any Units in the Neighborhood.

11.3 Insurance: It is recognized and acknowledged by each person who purchases a Condominium Unit that the availability of various insurance coverages fluctuates and changes over time, as does the cost of such coverages. As such, the Board and Declarant shall not be liable for failure to obtain any coverage required by this Section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is available only at a cost which, in the Board's reasonable discretion, is unreasonable.

(a) Property Damage Insurance: The Board shall obtain and maintain in full force and effect property damage insurance on all insurable improvements located on or constituting part of each Condominium Neighborhood (including, without limitation, the Exclusive Common Areas and the Units, together with, unless the Board directs otherwise, the fixtures, equipment and other personal property initially installed in the Units and replacements thereof up to the value of those initially installed by Declarant, but not including furniture, wall coverings, improvements, additions or other personal property supplied or installed by Owners), together with all fixtures, building service equipment and common personal property and supplies of the Association, and heating equipment and other service machinery contained therein and covering the interests of the Owners and their Mortgagees, as their interests may appear. The insurance shall be carried in an amount equal to full replacement value (i.e., 100% of the current "replacement cost" exclusive of land, foundation, excavation, depreciation on personal property and other items normally excluded from coverage), and shall include a replacement cost endorsement and an agreed amount endorsement waiving the requirement of coinsurance.

(b) Other Insurance: The Association may obtain insurance against such other insurable risks of a similar or dissimilar nature as it deems appropriate with respect to the Association's responsibilities and duties.

(c) Notice to Owners: The Board shall initially furnish Owners with notice of the insurance coverage which is in effect for the Condominium Neighborhood. Thereafter, the Board shall promptly furnish to each Owner written notice of materially adverse changes in, cancellation or termination of, insurance coverage obtained on behalf of the Association under this Section, such notice to be delivered to

all Owners by such methods as required by the Association Documents. The notice (which may be issued in the form of a subpolicy relating to a master policy, if the Board obtains a master policy), shall specify the insurance coverage in effect on the Owner's Condominium Unit.

(d) **Insurance Obtained by Owners:** It shall be the responsibility of each Owner, at such Owner's expense, to maintain property damage insurance on such Owner's personal property and furnishings and public liability insurance covering such Owner's Unit. In addition, an Owner may obtain such other and additional insurance coverage on and in relation to the Owner's Condominium Unit as the Owner, in the Owner's sole discretion, shall conclude to be desirable. However, no such insurance coverage obtained by the Owner shall operate to decrease the amount which the Board, on behalf of all Owners, may realize under any policy maintained by the Board or otherwise affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage. An Owner shall be liable to the Association for the amount of any such diminution of insurance proceeds to the Association resulting from insurance coverage maintained by the Owner, and the Association shall be entitled to collect the amount of the diminution from the Owner as if the amount were a Compliance Assessment, with the understanding that, in addition to any other remedies available to the Association hereunder and in the Bylaws for the collection of fees and assessments, the Association may impose and foreclose a lien for the payment due. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners, including Declarant, should Declarant be the Owner of any Condominium Unit.

The Board may require an Owner who purchases additional insurance coverage for the Owner's Condominium Unit (other than coverage for the Owner's personal property) to file copies of such policies with the Association within thirty (30) days after purchase of the coverage to eliminate potential conflicts with any master policy carried by the Association.

(e) **Allocation of Insurance Costs:** All costs associated with insurance associated with the Condominium Neighborhoods shall be assessed as a Benefited Unit Assessment pursuant to the Bylaws.

11.4 Association as Attorney-In-Fact : Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact in such Owner's name, place and stead for the purposes of dealing with a Condominium Neighborhood upon its damage or destruction as provided in Section 11.5, or a complete or partial taking as provided in Section 11.7 below. In addition, the Association, or any insurance trustee or substitute insurance trustee designated by the Association, is hereby appointed as attorney-in-fact under this Supplemental Declaration for the purpose of purchasing and maintaining insurance under Section 11.3 above and to represent the Owners in any condemnation proceeding under Section 11.7 below including: the collection and appropriate disposition of the proceeds of such insurance or any condemnation award; the negotiation of losses and the execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or any insurance trustee, shall hold or otherwise properly dispose of any insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Acceptance by a grantee of a deed or other instrument of conveyance from Declarant or any other Owner conveying any portion of the Affected Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact.

11.5 Damage or Destruction :

(a) **The Role of the Board:** Except as provided in Section 11.5(f), in the event of damage to or destruction of all or part of any Condominium Unit, Exclusive Common Areas, or other property covered by insurance written in the name of the Association under Section 11.3, the Board shall arrange for and supervise the prompt repair and restoration of the damaged areas of the Condominium Neighborhood, including, without limitation, the floor coverings, fixtures, and appliances initially installed therein by Declarant, and replacement thereof installed by the Owners up to the value of those initially installed by Declarant, but not including any furniture, furnishings, fixtures, equipment, or other personal property supplied or installed by the Owners in the Condominium Units unless covered by insurance obtained by the Association. Notwithstanding the foregoing, each Owner shall have the right to supervise the redecorating of his Unit.

(b) **Estimate of Damage or Destruction:** As soon as practicable after an event causing damage to or destruction of any part of the Condominium Neighborhood, unless such damage or destruction shall be minor, the Board shall obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Condominium Neighborhood damaged or destroyed. "Repair and reconstruction" as used in this Section 11.5 shall mean restoring the damaged or destroyed part of the Condominium Neighborhood to substantially the same condition in which it existed immediately prior to the damage or destruction, with each Unit and the Exclusive Common Areas having substantially the same vertical and horizontal boundaries as before.

(c) **Repair and Reconstruction:** As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of that part of the Condominium Neighborhood damaged or destroyed. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

(d) **Funds for Repair and Reconstruction:** Subject to the provisions of Section 11.5(f) below, the proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair and reconstruction. If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, according to the provisions of the Bylaws, levy, assess, and collect in advance from the Owners a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction.

(e) **Disbursement of Funds for Repair and Reconstruction:** The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. Such fund shall be applied by the Association as attorney-in-fact for such reconstruction, and the improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right, and power, as attorney-in-fact to cause the repair and restoration of the improvements. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, or if no Special Assessments were made, then in proportionate shares on the basis of the allocation to the Owners of the expense, as provided herein and in the Bylaws, first to the Mortgagees and then to the Owners, as their interests appear.

(f) **Decision Not to Rebuild:** Any portion of a Condominium Neighborhood for which insurance is required pursuant to the provisions of this Supplemental Declaration which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (i) The project is terminated pursuant to Section 11.6 below;
- (ii) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (iii) Owners representing at least 80% of votes in the Association, including the vote of every Owner of a Condominium Unit or Exclusive Common Area that will not be rebuilt and including, prior to the Conversion Date, as well as the Declarant, as well as at least 51% of Eligible Mortgage Holders (based on one vote for each Mortgage owned), vote not to repair and reconstruct the Condominium Neighborhood; or
- (iv) Prior to the conveyance of a Unit to a person other than the Declarant, the holder of a deed of trust or mortgage on the damaged portion of the Condominium Neighborhood rightfully demands all or a substantial part of the insurance proceeds.

If the entire Condominium Neighborhood is not repaired or replaced, the insurance proceeds attributable to the damaged Exclusive Common Areas must be used to restore the damaged area to a condition compatible with the remainder of the Condominium Neighborhood, and, except to the extent that other persons will be distributees, the insurance proceeds attributable to Units and Exclusive Common Areas that are not rebuilt must be distributed to the Owners of those Units and the Owners of the Units to which those Exclusive Common Areas were allocated, or to lienholders, as their interests may appear, and

the remainder of the proceeds must be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Exclusive Common Areas interests of all the Units in the Neighborhood, as set forth herein.

(g) **Repairs:** All repairs and reconstruction contemplated by this Section 11.5 shall be performed substantially in accordance with this Supplemental Declaration, the Plat, and the original plans and specifications for the Condominium Neighborhood, unless other action is approved by the Association in accordance with the requirements of this Supplemental Declaration and the other Association Documents.

(h) **Notice of Damage or Destruction to First Mortgagees:** In the event that any portion of the Condominium Neighborhood encompassing more than one Unit is substantially damaged or destroyed by fire or other casualty, then written notice of the damage or destruction shall be given by the Association to each Owner and First Mortgagee of the affected Units within a reasonable time following the event of casualty damage.

11.6 Termination of a Condominium Neighborhood

(a) **Adoption of Termination Agreement:** Except in the case of a taking of all of the Units by eminent domain, a Condominium Neighborhood and this Supplemental Declaration with regard thereto may be terminated by the agreement of 67% of the total votes eligible to be cast in the Condominium Neighborhood, as well as at least 67% of the First Mortgagees (based on one vote for each First Mortgage owned) of record at the time of the adoption of such plan. The approval of a First Mortgagee will be assumed when an Eligible Mortgage Holder fails to submit a written response to the proposed termination within fifteen (15) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. The agreement of Owners to terminate must be evidenced by their execution of a termination agreement or ratifications thereof in the same manner as a deed, by the requisite number of Owners. The termination agreement must specify a date after which the agreement will be void unless it is recorded before that date. The termination agreement and all ratifications thereof must be recorded in Valley County, Idaho and is effective only upon recordation.

(b) **Sale of the Property:** The termination agreement may provide that all of the Exclusive Common Areas and Units of the Condominium Neighborhood must be sold following termination. If, pursuant to the agreement, any real estate in the Condominium Neighborhood is to be sold following termination, the termination agreement must set forth the minimum terms of sale. Subject to the provisions of the termination agreement, the Association, on behalf of the Owners, may contract for the sale of real estate in the Condominium Neighborhood following termination, but the contract is not binding on the Owners until approved pursuant to Section 11.6(a) above. If any real estate is to be sold following termination, title to that real estate, upon termination, vests in the Association as trustee for the holders of all interests in the Units. Thereafter, the Association has all the powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof distributed, the Association continues in existence with all the powers it had before termination. Proceeds of the sale must be distributed to Owners and lienholders as their interests may appear in accordance with Section 11.6(d) below, taking into account the value of property owned or distributed that is not sold so as to preserve the proportionate interests of each Owner with respect to all property cumulatively. Following termination of the Condominium Neighborhood, the proceeds of any sale of the Condominium Neighborhood, together with the assets of the Association, are held by the Association as trustee for the Owners and holders of liens on the Units as their interests may appear. Creditors of the Association who obtain a lien and duly record it in Valley County, Idaho, are to be treated as if they had perfected liens on the Units immediately before termination or when the lien is obtained and recorded, whichever is later. Unless otherwise specified in the termination agreement, as long as the Association holds title to the Condominium Neighborhood, each Owner and the Owner's successors in interest have an exclusive right to occupancy of the portion of the Condominium Neighborhood that formerly constituted the Unit. During the period of that occupancy, each Owner and the Owner's successors in interest remain liable for all Assessments and other obligations imposed on Owners by the Declaration.

(c) **Status of Property Not Sold:** Title to the Units not to be sold following termination vests in the Owners upon termination as tenants in common in fractional interests that maintain, after taking into account the fair market value of property owned and the proceeds of property sold, their respective interests as provided in Section 11.6(d) below with respect to all property appraised under Section 11.6(d)

below, and liens on the Units shift accordingly. While the tenancy in common exists, each Owner and the Owner's successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted such Unit.

(d) **Interests of the Owners:** The respective interests of the Owners are as follows:

(i) Except as provided in Subsection (ii) below, the respective interests of Owners are the combined fair market values of their Units, allocated interests, and Exclusive Common Areas, immediately before the termination, as determined by one or more independent appraisers selected by the Association. The decision of the independent appraisers shall be distributed to the Owners and becomes final unless disapproved within thirty (30) days after distribution by Owners of Units to which 33% of the votes in the Association are allocated. The proportion of any Owner's interest to that of all Owners is determined by dividing the fair market value of that Owner's Unit and its allocated interests by the total fair market values of all the Units and their allocated interests.

(ii) If any Unit or any Exclusive Common Areas is destroyed to the extent that an appraisal of the fair market value thereof prior to destruction cannot be made, the interests of all Unit Owners are their respective Common Area interests immediately before the termination.

11.7 Condemnation

(a) **Consequences of Condemnation:** If, at any time or times during the continuance of a Condominium Neighborhood pursuant to this Supplemental Declaration, all or any part of the Condominium Neighborhood shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu or in avoidance of condemnation, then all compensation, damages, or other proceeds of condemnation, the sum of which is referred to as the "condemnation award" below, shall be payable to the Association, and the provisions of this Section 11.7 shall apply.

(b) **Complete Taking:** In the event that an entire Condominium Neighborhood is taken or condemned or sold or otherwise disposed of in lieu or in avoidance of condemnation, the condominium ownership for that Neighborhood pursuant to this Supplemental Declaration shall terminate. The condemnation award shall be paid to the Association for the use and benefit of the Owners and the Mortgagees as their interests may appear. Such award shall be apportioned among the Owners and the Mortgagees on the basis of the undivided interest in the Exclusive Common Areas appurtenant to the Unit in which such Owners and Mortgagees have an interest; provided, however, that if a standard different from the value of the Condominium Neighborhood as a whole is employed to measure the condemnation award in the negotiation, judicial decree, or otherwise, then in determining such apportionment the same standard shall be employed. The Association shall, as soon as practical, determine the share of the condemnation award to which each Owner and Mortgagee is entitled in accordance with each Owner's allocated interest in the Exclusive Common Areas, and such shares shall be paid first to the Mortgagees and then to the Owners, as their interests appear.

(c) **Partial Taking:** Except as the Owners may otherwise agree pursuant to Section 11.6 above, in the event that less than the entire Condominium Neighborhood is taken or condemned or sold or otherwise disposed of in lieu or in avoidance of condemnation, the condominium ownership under this Supplemental Declaration shall not terminate. Each Owner (and Mortgagee holding an interest in such Owner's Unit) shall be entitled to a share of the condemnation award to be determined under the following provisions. The condemnation award shall be paid to the Association for the use and benefit of the Owners and the Mortgagees as their interests may appear. As soon as practical, the Association shall reasonably and in good faith allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners, as follows:

(i) Subject to Subsection (iii) below, the total amount allocated to a taking of or injury to the Exclusive Common Areas shall be apportioned among Owners and their Mortgagees on the basis of each Owner's undivided interest in the Exclusive Common Areas; and,

(ii) The total amount allocated to severance damages shall be apportioned to the Owners and Mortgagees of those Condominium Units which were not taken or condemned; and,

(iii) The respective amounts allocated to the taking of or injury to a particular Condominium Unit or to improvements an Owner has made within the Owner's own

Condominium Unit (including compensation to the Owner for the Unit and its allocated interest in the Common Areas whether or not the Common Areas are acquired) shall be apportioned to the Owner and Mortgagees of that particular Condominium Unit involved; and,

(iv) The total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Owners and their respective Mortgagees.

(d) **Reorganization:** In the event a partial taking results in the taking of a Unit, the Owners thereof shall automatically cease to be members of the Association, and their ownership interests in the Exclusive Common Areas shall terminate and vest in the Owners of the remaining Condominium Units in the Neighborhood. Thereafter, the Association shall reallocate the ownership, voting rights, and Assessment ratios determined in accordance with this Supplemental Declaration, according to the same principles employed in this Supplemental Declaration at its inception and the Board of the Association shall amend this Supplemental Declaration accordingly.

(e) **Repair and Reconstruction:** Any repair and reconstruction necessitated by condemnation shall be governed by the procedures contained in Section 11.6 above.

(f) **Notice of Condemnation:** In the event that any portion of a Condominium Neighborhood shall be made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then timely written notice of such condemnation shall be given by the Association to each Owner and First Mortgagee.

ARTICLE 12. Declarant's Development Rights, Special Rights and Reservations

12.1 Declarant's Rights and Reservations: In addition to those easements and rights reserved by Declarant in Article 9 above, and as otherwise provided in this Declaration, Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and Aspen Ridge Phase III. The rights and reservations reserved above and hereinafter set forth shall be deemed accepted and reserved in each conveyance of any Unit or other property within Aspen Ridge Phase III by Declarant, whether or not specifically stated therein, and in each deed or other instrument by which any property within Aspen Ridge Phase III is conveyed by Declarant. The rights, reservations and easements reserved above and hereinafter set forth shall be prior and superior to any other provisions of the Association Documents and may not, without Declarant's written consent, be modified, amended or rescinded or affected by any amendment of the Association Documents. Declarant's consent to any one such amendment shall not be construed as a consent to any other amendment.

12.2 Declarant's Future Development Rights: Declarant, and Declarant's assigns, shall have the following development rights, which rights shall not require the consent of Owners before Declarant's exercise of such rights:

(a) Declarant may further develop Aspen Ridge Phase III; and, may further divide any Unit or adjust lot lines between Units prior to sale of such Unit(s), subject to approval from the City.

(b) Until the Conversion Date, the Declarant may designate and transfer ownership of sites within Aspen Ridge Phase III for fire, police, utility facilities, public parks, and other public facilities. The sites may include Common Area Spaces.

(c) Until the Conversion Date, Declarant, or Declarant's designee or permittee shall have the right to store construction materials and maintain construction offices within Common Areas; and, shall have the right to locate and operate sales offices within Common Areas, and on unsold properties.

(d) Until the Conversion Date, Declarant or Declarant's designee shall have the right to install utilities and utility related equipment and fixtures within any utility easement, street, street right of way, or Common Area, and to grant easements for the maintenance and repair of the same.

12.3 Successor Declarant: For purposes of the rights, reservations and easements reserved and created in favor of Declarant herein, Declarant shall have the option of notifying the Association in writing of an assignee or successor who will hold and exercise Declarant's aforesaid rights and whom the Association shall notify as required by this Declaration, the successor or assignee must own at least one Unit in Aspen Ridge Phase III. The special

rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons in whole or in part, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the Bylaws. Absent such transfer, Mountain West Developers, Inc. shall retain the Declarant rights described herein until the Conversion Date.

In the event that Mountain West Developers, Inc. is dissolved prior to the Conversion Date, and fails to notify the Association of a successor for these purposes, then the person(s) holding a majority interest in Mountain West Developers, Inc. at the time of its dissolution shall be deemed the successor to Declarant for these purposes.

12.4 Exemption of Declarant: Nothing contained herein shall limit the right of Declarant to excavate, grade and construct improvements to and on any portion of Aspen Ridge Phase III owned by Declarant, in furtherance of the terms of any applicable Permits. Declarant need not seek or obtain Board or ACC approval of any such improvements constructed or placed by Declarant on any portion of Aspen Ridge Phase III owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of Aspen Ridge Phase III by an express written assignment.

12.5 Exclusive Rights to Use Name of Development: No person shall use the name "Aspen Ridge Phase III" or any derivative of such name or in logo or depiction in any printed or promotional material without Declarant's prior written consent. However, Owners may use the name "Aspen Ridge Phase III" in printed or promotional matter where such term is used solely to specify that the particular property is located within Aspen Ridge Phase III and the Association shall be entitled to use the words "Aspen Ridge Phase III" in its name.

12.6 Declarant's Approval: None of the rights, reservations, or easements granted to or reserved by Declarant herein may ever be modified or amended without the prior written consent of Declarant or Declarant's successor, which consent may be withheld by Declarant for any reason whatsoever. Additionally, until the Conversion Date, the Association shall not, without first obtaining the prior written consent of the Declarant, which consent shall not be unreasonably withheld: make any amendment or repeal of any other provision of this Declaration (i.e. a provision not involving any of the rights, reservations or easements granted to or reserved by Declarant); make any amendment to any other Association Documents; make any amendment to the Design Guidelines; make any new declaration or guidelines or similar instrument; or promulgate, change or repeal any rules of the Association. Any attempt to do so without such consent shall result in such instrument being void and of no force and effect unless subsequently approved in writing by the Declarant. Declarant may extinguish any of the aforesaid rights by giving written notice thereof to the Association.

ARTICLE 13. Streets

13.1 Private Streets, Maintenance and Ownership: All streets, roads and drives within Aspen Ridge Phase III shall be private unless dedicated to the City or other governmental entity, in whole or in part, by a written declaration by Declarant or the Association and accepted by the City or other governmental entity. Neither the City of McCall nor any other governmental entity shall have responsibility for the maintenance, repair or upkeep of any of such streets unless, and to the extent, such responsibility is accepted in writing in whole or in part by the City of McCall or other governmental entity. Declarant shall complete the construction of such streets to the standards depicted in the documents submitted to and approved by the City of McCall. The said streets shall be transferred by Declarant to the Association after completion. Thereafter, the Association shall be solely responsible for the maintenance, repair and upkeep of such streets, which shall be part of its Property Maintenance Function. All such streets shall be dedicated to the use of the Association, the Owners, their guests and invitees. Declarant shall reserve rights in such streets, as part of the conveyance, and as necessary to implement the development of Aspen Ridge Phase III, and as are provided for hereinabove. Gates are not permitted to block the vehicular or pedestrian access of any public or private street.

13.2 Access for Emergency Services and Maintenance Requirements: The police, fire, ambulance and other emergency services shall have full access to private streets depicted on the Final Plat exactly as if they were public streets. The Association shall maintain a full twenty foot (20') width free of accumulations of snow and free of parked vehicles; and in the event of the failure of the Association to comply timely such requirement, the City of McCall may clear snow and tow parked vehicles either with its own crews and equipment, or with specially hired crews and equipment and charge the Association for the cost thereof.

ARTICLE 14. Sewer and Water

Aspen Ridge Phase III will be serviced by the City of McCall central water and sewer systems for both water and sewer facilities. Owners will be obligated to connect to such systems, pursuant to the rules and regulations of the City of McCall.

ARTICLE 15. Certain Rights of Declarant and Owners

15.1 Reserved Rights with Respect to Property Furnished by Declarant: Whether or not expressed at the time, all Property Furnished by Declarant shall be deemed accepted by the Association and shall at all times remain subject to: existing or future easements for utilities, including gas, electricity, water, sewer, telephone, television or other utility services, and for intercommunication, alarm or other similar systems; existing easements for parking purposes; existing easements for ingress, egress and access for the benefit of other property in the vicinity of Aspen Ridge Phase III, and easements as provided in Section 15.3.

15.2 No Sale or Abandonment of Property Furnished by Declarant: No Property Furnished by Declarant may be sold, conveyed, encumbered, leased, transferred, abandoned or otherwise disposed of without the prior written consent of Declarant. No improvements which may be included in Property Furnished by Declarant may be destroyed, permitted to deteriorate or waste, or disposed of by the Association without the prior written consent of Declarant until the Conversion Date.

15.3 Easements of Owners with Respect to Association Facilities: Each Owner and Guest shall have a non-exclusive easement over, upon, across and with respect to any Association Facilities as appropriate and necessary for: access, ingress and egress to the Unit of such Owner or Guest; encroachment by improvements caused by the settling, rising or shifting of earth; and horizontal and lateral support of improvements; subject, however, in the case of easements for access, ingress and egress, to such reasonable and uniformly applied rules and regulations as the Association may impose to assure reasonable use and enjoyment of Association Facilities by all persons entitled to such use and enjoyment.

15.4 Owner's Enjoyment of Functions and Association Facilities: Each Owner and Guest shall be entitled to use and enjoy any Association Facilities suitable for general use or the services provided by any Functions, subject to such reasonable rules and regulations which the Association may adopt.

15.5 Owner's Rights and Obligations Appurtenant: All rights, easements and obligations of an Owner under this Declaration and all rights of an Owner with respect to membership in the Association under this Declaration are hereby declared to be and shall be appurtenant to the title to the Unit owned by such Owner and may not be transferred, conveyed, devised, bequeathed, encumbered or otherwise disposed of separate or apart from fee simple title to such Owner's Unit. Every transfer, conveyance, grant, devise, bequest, encumbrance or other disposition of a Unit shall be deemed to constitute a conveyance, grant, devise, bequest, encumbrance or transfer or disposition of such rights and obligations.

15.6 Owner's Right to Convert Townhome Units and Condominium Units to Bungalow Units, and to Combine Bungalow Units:

(a) **Townhome Units:** A Common Wall Unit Line is shown on the Plat, between each set of Townhome Units which will share a common wall. The Owner of both of such adjoining Townhome Units may combine the two adjoining Townhome Units into a single Bungalow Unit as follows:

(i) The Owner of the Townhome Units shall comply with the requirements of the City of McCall, which may include a Record of Survey.

(ii) A "Conversion Document" shall be signed by the Owner of the Townhome Units, which Conversion Document shall include the following: (i) the title "Aspen Ridge Phase III Conversion of Townhome Units to a Bungalow Unit" or something similar thereto; and, (ii) the legal description of both of the adjoining Townhome Units; and, (iii) the name of the Owner of the Townhome Units; and, (iv) a statement the Owner is converting both Townhome Units to a single Bungalow Unit pursuant to Section 15.6 of the Supplemental Declaration for Aspen Ridge Phase III; and, (v) the signature of the Owner of the Townhome Units before a Notary Public.

(iii) The Conversion Document shall be recorded with the Valley County, Idaho Recorder.

The conversion of two Townhome Units to a single Bungalow Unit shall become effective upon the first to occur of: (1) the recording a Record of Survey or such other documentation as may be required by the City of McCall with the Valley County, Idaho Recorder; or, (2) if the City of McCall does not require the recording of any document to effectuate the conversion, the recording of the Conversion Document with the Valley County, Idaho Recorder. Upon such conversion, the Combined Townhome Units shall be treated in all respects as a single Bungalow Unit under the Aspen Ridge Phase III Association Documents.

(b) Condominium Units: A site plan and floor plans are included in the Plat for each of the groups of Condominium Units. The Owner of any Parcel upon which one of the three groups of Condominium Units is platted, i.e. Parcel B, Parcel C, or Parcels D-1 and D-2, may convert the Condominium Units to one or more Bungalow Units as follows:

(i) The Owner of the Parcel shall comply with the requirements of the City of McCall, which may include a re-plat of the Parcel. If the Owner intends to create more than one Bungalow Unit, a plat with the desired number of units must be approved by the City of McCall.

(ii) The Owner of the Parcel shall obtain the written consent of Declarant until the Conversion Date.

(iii) A "Conversion Document" shall be signed by the Owner of the Parcel, which Conversion Document shall include the following: (i) the title "Aspen Ridge Phase III Conversion of Condominium Units to Bungalow Unit" or something similar thereto; and, (ii) the legal description of the Parcel; and, (iii) the name of the Owner of the Parcel; and, (iv) a statement the Owner is converting the Condominium Units to Bungalow Units pursuant to Section 15.6 of the Supplemental Declaration for Aspen Ridge Phase III; and, (v) the number of resulting Bungalow Units; and, (vi) the signature of the Owner of the Parcel before a Notary Public.

(iv) The Conversion Document shall be recorded with the Valley County, Idaho Recorder.

The conversion of the Condominium Units to the specified number of Bungalow Units shall become effective upon the first to occur of: (1) the recording a Plat or such other documentation as may be required by the City of McCall with the Valley County, Idaho Recorder; or, (2) if the City of McCall does not require the recording of any document to effectuate the conversion, the recording of the Conversion Document with the Valley County, Idaho Recorder. Upon such conversion, the Converted Condominium Units shall be treated in all respects as Bungalow Units under the Aspen Ridge Phase III Association Documents.

(c) Bungalow Units: The Owner of two adjoining Bungalow Units may combine the two adjoining Bungalow Units into a single Bungalow Unit as follows:

(i) The Owner of the Bungalow Units shall comply with the requirements of the City of McCall, which may include a Record of Survey.

(ii) A "Conversion Document" shall be signed by the Owner of the Bungalow Units, which Conversion Document shall include the following: (i) the title "Aspen Ridge Phase III Conversion of Two Bungalow Units to a Single Bungalow Unit" or something similar thereto; and, (ii) the legal description of both of the adjoining Bungalow Units; and, (iii) the name of the Owner of the Bungalow Units; and, (iv) a statement the Owner is converting the two Bungalow Units to a single Bungalow Unit pursuant to Section 15.6 of the Supplemental Declaration for Aspen Ridge Phase III; and, (v) the signature of the Owner of the Bungalow Units before a Notary Public.

(iii) The Conversion Document shall be recorded with the Valley County, Idaho Recorder.

The conversion of two Bungalow Units to a single Bungalow Unit shall become effective upon the first to occur of: (1) the recording a Record of Survey or such other documentation as may be required by the City of McCall with the Valley County, Idaho Recorder; or, (2) if the City of McCall does not require the recording of any document to effectuate the conversion, the recording of the Conversion Document

with the Valley County, Idaho Recorder. Upon such conversion, the Combined Bungalow Units shall be treated in all respects as a single Bungalow Unit under the Aspen Ridge Phase III Association Documents.

(d) Declarant shall have the right to convert Townhome Units and Condominium Units, and to combine Bungalow Units, in the same manner as specified above in this Section 15.6.

ARTICLE 16. Dispute Resolution and Limitation on Litigation

16.1 Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Declarant, the Association and its officers, directors, all Classes of Members, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving Aspen Ridge Phase III without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b) unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 16.2 in a good faith effort to resolve such Claim.

(b) As used in this Article, the term "Claim" shall refer to any claim, tort claim, grievance or dispute arising out of or relating to:

- (i) the interpretation, application or enforcement of the Association Documents;
- (ii) the rights, obligations, and duties of any Bound Party under the Association Documents; or,
- (iii) the decisions of the ACC;

(c) The following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 16.2:

- (i) any suit by the Association to collect Assessments or other amounts due from any Owner;
- (ii) any suit by the Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Design Guidelines, or any of the Association Documents;
- (iii) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Association Documents;
- (iv) any suit in which any indispensable party is not a Bound Party;
- (v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 16.2(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article; and,
- (vi) any suit by the Association to enjoin a continuing violation of or to enforce the provisions of the Design Guidelines or any other Association Document.

16.2 Dispute Resolution Procedures:

(a) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

- (i) the nature of the Claim, including the person involved and the Respondent's role in the Claim;
- (ii) the legal basis of the Claim (i.e. the specific authority out of which the Claim arises);
- (iii) the Claimant's proposed resolution or remedy; and,

(iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) **Negotiation.** The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) **Mediation.** If the parties have not resolved the Claim through negotiation within 30 days after the date of the Notice (or within such other time period as the parties may mutually agree upon), the Claimant shall have 45 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to a mutually acceptable individual providing dispute resolution services in Idaho.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim in mediation, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit.

Each party shall bear its own costs of the mediation, including attorney's fees, and each Party shall share equally all fees charged by the mediator.

(d) **Settlement.** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, the other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set for this in this Section. In such event the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover for the non-complying party (or if more than one non-complying party, from all such parties) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

ARTICLE 17. Miscellaneous

17.1 Duration of Declaration: This Declaration shall run with and bind all property within Aspen Ridge Phase III, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of 50 years from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by the Declarant and the Association, upon the affirmative vote of said Class B Member, and 90% of the Class A Members, is recorded, agreeing to terminate this Declaration, in which case this Declaration shall be terminated as specified therein. Declarant's vote and signature are not required, however, after the Conversion Date.

17.2 Amendment:

(a) **By the Board:** Except as limited or committed to action by the members, either by the Articles, the Bylaws, or this Declaration, the Board shall have the power to amend the Declaration at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. However, if the members shall amend any portion of the Declaration, the directors shall not thereafter amend the same in such manner as to defeat or impair the object of the members in taking such action. Any amendment to the Declaration approved by the Board shall have no material adverse effect upon any right of any Owner or member.

(b) **By Owners:** This Declaration may also be amended upon the Affirmative Vote of the Majority, by the recording of a written instrument or instruments specifying the amendment or the repeal.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) **Validity and Effective Date of Amendments:** Amendments to this Declaration shall become effective upon recordation in the land records of Valley County, Idaho, unless a later effective date

is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to any of the Association Documents, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment shall be contrary to the terms or conditions of any valid city, county, state, or federal permit applicable to Aspen Ridge Phase III; nor, shall any Amendment divest any Owner of any material and substantial vested property rights.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

17.3 Effect of Provisions of Declaration: Each provision of this Declaration and the Bylaws, and an agreement, promise, covenant and undertaking to comply with each provision of this Declaration and the Bylaws, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration and the Bylaws: (a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property within Aspen Ridge Phase III is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (b) shall, by virtue of acceptance of any right, title or interest in any real property within Aspen Ridge Phase III by an Owner or the Association, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner or the Association, as the case may be, (c) shall, as a personal covenant, be binding on such Owner or the Association and such Owner's or the Association's respective heirs, personal representatives, successors and assigns; (d) shall, as a personal covenant of an Owner, be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of the Association but not to, with or for the benefit of any other Owner; shall, if a personal covenant of the Association, be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of each Owner; (f) shall be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to each parcel of real property within Aspen Ridge Phase III; (g) shall, as a real covenant and also as an equitable servitude, be deemed a covenant and servitude for the benefit of any real property now or hereafter owned by Declarant within Aspen Ridge Phase III and for the benefit of any and all other real property within Aspen Ridge Phase III; and (h) shall be deemed a covenant, obligation and restriction secured by a lien, binding, burdening and encumbering the title to each parcel of real property within Aspen Ridge Phase III which lien with respect to any Unit shall be deemed a lien in favor of Declarant and the Association, jointly and severally, and, with respect to any real property owned by the Association, shall be deemed a lien in favor of Declarant.

17.4 Enforcement and Remedies:

(a) In General: Each provision of this Declaration with respect to the Association or property of the Association shall be enforceable by Declarant, or by any Owner who has made written demand on the Association to enforce such provision and 30 days have lapsed without appropriate action having been taken, by a proceeding for a prohibitive or mandatory injunction. In addition to any other remedy available at law or in any of the Association Documents, each provision of this Declaration with respect to an Owner or property of an Owner shall be enforceable by Declarant or the Association by a proceeding for a prohibitive or mandatory injunction and/or by a suit or action to recover damages, and/or, in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, by exclusion of such Owner and such Owner's Guests from use of any Facility and from enjoyment of any Function. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees and injunction bond premiums.

(b) Fines: In addition to the provisions of Section 17.4(a), the Board shall be entitled to impose fines and penalties for violations of this Declaration in amounts to be provided in the Design Guidelines and/or Rules and Regulations. Fines and penalties may be assessed only against a Member of the Association, and only if the violator is the Member or a member of the Member's family or a guest, invitee, lessee, contractor, subcontractor, employee or agent of the Member. Fines and penalties may be increased in the case of a continuing violation, where the Member has failed to abate the violation within the time allowed therefore by the Board in written notice to the Member. In the case of a single incident, the fine or penalty may not be assessed unless the Member has received at least one prior written notice

from the Board that the violation may subject the Member to fine(s). Fines and penalties imposed pursuant to this Section may be collected as an assessment as provided in the Bylaws and this Declaration. Non-payment of assessments shall not subject a Member to fines; rather, the remedy therefore shall be as provided in the Bylaws and as may otherwise be provided in this Declaration.

17.5 Protection of Encumbrancer: No violation or breach of, or failure to comply with, any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage, deed of trust or other lien on any property taken in good faith and for value and perfected by recording in the office of the Recorder of Valley County, Idaho, prior to the time of recording in said office of an instrument describing such property and listing the name or names of the Owner or Owners of fee simple title to the property and giving notice of such violation, breach or failure to comply, nor shall such violation, breach, failure to comply or action to enforce affect, defeat, render invalid or impair the title or interest of the holder of any such mortgage, deed of trust, or other lien or title or interest acquired by any purchaser upon foreclosure of any such mortgage, deed of trust or other lien or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser upon foreclosure shall, however, take subject to this Declaration with the exception that violations or breaches of, or failures to comply with, any provisions of this Declaration which occurred prior to the vesting of fee simple title in such purchaser shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, his heirs, personal representatives, successors or assigns.

17.6 Perpetuities: The covenants, conditions, restrictions, and other provisions of this Declaration and any other Association Document shall continue in full force and effect until the death of the last survivor of the now living grandchildren of Robert F. Kennedy, the former Attorney General of the United States of America, plus twenty-one years, unless this Declaration is sooner terminated pursuant to Section 17.1 above.

17.7 Limited Liability: Neither Declarant, the Association, the ACC, the Board nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

17.8 Use of Trademark: Each Owner by acceptance of a deed for his Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to acknowledge that "Aspen Ridge Phase III" is a service mark and trademark of Mountain West Developers, Inc. or its licensees and to covenant that he shall not use the term "Aspen Ridge Phase III" without the prior written permission of the Declarant or its licensees.

17.9 Successors and Assigns: Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of Declarant, the Association, and each Owner and their respective heirs, personal representatives, successors and assigns.

17.10 Severability: Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

17.11 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

17.12 Construction: When necessary for proper construction, the masculine of any word used in this Declaration shall include the feminine or neuter gender, and the singular the plural, and vice versa.

17.13 No Waiver: Failure to enforce any provisions of the Association Documents shall not operate as a waiver of any such provision or of any other provision of the Association Documents.

17.14 Notice of Sale or Transfer of Title: Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Association at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require.

APPROVAL OF AMENDMENT

The aforesaid Second Amended and Restated Supplemental Declaration was approved by the Members of the Aspen Ridge Phase III Association, Inc. at a meeting conducted on June 6, 2011. 71 Members voted, with 71 Members voting to approve, and voting to deny approval, resulting in a percentage of Members voting to approve of 87 %. There are a total of 86 Members in the Association, therefore a quorum

was present. This Declaration was approved by the Members, and the Declarant pursuant to its signature below, accordance with Section 17.2(b) and 2.1.

IN WITNESS WHEREOF the Association has executed this Declaration the day and year first above written.

ASPEN RIDGE PHASE III ASSOCIATION, INC.

By: [Signature]
Ray Woods, President

IN WITNESS WHEREOF, the Declarant hereby consents to this Second Amended and Restated Supplemental Declaration, effective on the date set forth above, pursuant to Section 12.6 of the Supplemental Declaration To The Aspen Ridge Master Declaration For Aspen Ridge Phase III, which was recorded with the Valley County, Idaho Recorder on January 12, 2007 as Instrument No. 317489.

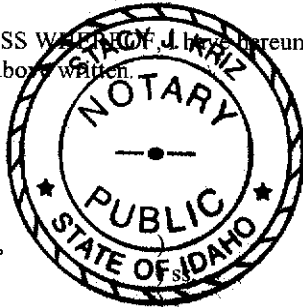
MOUNTAIN WEST DEVELOPERS, INC.,
An Idaho corporation

By: [Signature]
Ray Woods, President

STATE OF IDAHO,)
) ss.
County of Valley.)

On this 27th day of June, 2011, before me, Stacy J. Kriz, a Notary Public in and for said State, personally appeared **Ray Woods**, known or identified to me to be the President of **Aspen Ridge Phase III Association, Inc.**, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

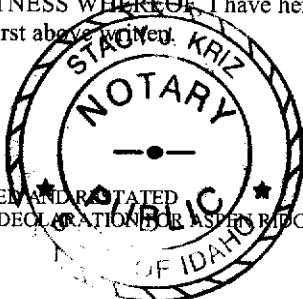


Stacy J. Kriz
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 07/05/13

STATE OF IDAHO,
County of Valley.

On this 27th day of June, 2011, before me, Stacy J. Kriz, a Notary Public in and for said State, personally appeared **Ray Woods**, known or identified to me to be the President of **Mountain West Developers, Inc.**, the corporation that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



Stacy J. Kriz
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 07/05/13

EXHIBIT A

THOMAS W. KERR
PLS 998

KERR SURVEYING
PO Box 853 404 E. Park
McCall, ID 83638
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ROD M. SKIFTUN
PLS 9585

JANUARY 21, 2005

ASPEN RIDGE

Phase III

25.868 Acres

City of McCall, Valley County, Idaho

A parcel situate in the NE 1/4 of Section 10, T. 18 N., R. 3 E., B.M., in the City of McCall, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the corner common to Sections 2, 3, 10, and 11, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho, the **REAL POINT OF BEGINNING**:

Thence, S. 0°04'46" W., 391.62 feet along the line common to Sections 10 and 11, to a 5/8" rebar marking the northeast corner of Lot 127, Aspen Ridge Subdivision, Phase I, as recorded in Book 9, on Page 45 of Plats, as Instrument No. 279772, in the Office of the Recorder of Valley County, Idaho,
thence, S. 52°10'13" W., 459.25 feet along the northerly boundary of said Lot 127 to a 5/8" rebar on the northerly right-of-way of Aspen Ridge Lane,
thence, S. 69°02'15" W., 650.98 feet along said northerly right-of-way to a 5/8" rebar,
thence, 419.53 feet along said northerly right-of-way on a curve to the left, whose delta angle is 24°02'15", radius is 1,000.00 feet, and whose long chord bears S. 57°01'07" W., 416.46 feet, to a 5/8" rebar,
thence, 152.03 feet along said northerly right-of-way on a curve to the right, whose delta angle is 87°06'25", radius is 100.00 feet, and whose long chord bears S. 88°33'12" W., 137.81 feet to a 5/8" rebar,
thence, N. 47°53'35" W., 42.67 feet along said northerly right-of-way to a 5/8" rebar,
thence, 37.42 feet along said northerly right-of-way on curve to the right, whose delta angle is 85°46'10", radius is 25.00 feet, and whose long chord bears N. 04°55'38" W., 34.03 feet to a 5/8" rebar, on the easterly right-of-way of Spring Mountain Boulevard,
thence, 840.20 feet along said easterly right-of-way on a non-tangent curve to the left, whose delta angle is 65°56'41", radius is 730.00 feet, and whose long chord bears N. 04°59'06" E., 794.58 feet,
thence, 223.76 feet along said easterly right-of-way on curve to the right, whose delta angle is 17°48'23", radius is 720.00 feet, and whose long chord bears N. 19°05'03" W., 222.86 feet,
thence, 75.01 feet along said easterly right-of-way on curve to the left, whose delta angle is 05°10'40", radius is 830.00 feet, and whose long chord bears N. 12°46'12" W., 74.98 feet, to the line common to said Sections 3 and 10, as shown on that particular Record of Survey as recorded in Book 8 on Page 4. as Instrument No. 278934 in the Office of the Recorder of Valley County, Idaho,
thence, S. 89°56'39" E., 1513.25 feet along said common line to the Point of Beginning, containing 25.868 acres.

Bearings based on plat of Aspen Ridge Subdivision No. 1, Instrument No. 279772.

