

MASTER CONDOMINIUM DECLARATION.

MASTER CONDOMINIUM DECLARATION  
OF  
KIMBERLAND MEADOWS CONDOMINIUMS, INC.

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RECITALS:

WHEREAS, KIMBERLAND MEADOWS COMPANY, INC., THE GRANTOR, IS THE OWNER OF THAT CERTAIN PARCEL OF REAL PROPERTY IN ADAMS COUNTY, IDAHO, HEREINAFTER REFERRED TO AS "KIMBERLAND MEADOWS CONDOMINIUMS, INC.", AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF PARCEL F, AS SHOWN ON THE OFFICIAL PLAT OF KIMBERLAND MEADOWS SUBDIVISION NO. 3, PLATE I, SHEET 3 OF 13, ON FILE IN THE RECORDER OF ADAMS COUNTY, IDAHO, AS INSTRUMENT NO. 66784, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF PARCEL F, BEING THE SAME AS THE NORTHEASTERLY CORNER OF PARCEL G, AS SHOWN ON THE OFFICIAL PLAT OF KIMBERLAND MEADOWS SUBDIVISION NO. 3, PLATE I, SHEET 3 OF 13, ON FILE IN THE OFFICE OF THE RECORDER OF ADAMS COUNTY, IDAHO, AS INSTRUMENT NO. 66784, THE REAL POINT OF BEGINNING:

- THENCE, N. 51° 02' 39" E., 70.00 FEET ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL F,
- THENCE, N. 10° -18' 17" W., 100.62 FEET ALONG SAID NORTHERLY BOUNDARY,
- THENCE, N. 59° 38' 42" E., 66.65 FEET ALONG SAID NORTHERLY BOUNDARY,
- THENCE, N. 90° 00' 00" E., 75.00 FEET ALONG SAID NORTHERLY BOUNDARY,
- THENCE, S. 58° 14' 26" E., 123.66 FEET ALONG THE EASTERLY BOUNDARY OF SAID PARCEL F,
- THENCE, S. 31° 45' 34" W., 95.49 FEET,
- THENCE, S. 21° 20' 20" E., 346.12 FEET,
- THENCE, S. 52° 02' 34" W., 96.20 FEET TO THE WESTERLY BOUNDARY OF SAID PARCEL F,
- THENCE, N. 37° 57' 26" W., 445.36 FEET ALONG SAID WESTERLY BOUNDARY TO THE POINT OF BEGINNING, CONTAINING 2.056 ACRES, MORE OR LESS.

BEARINGS BASED ON THE PLAT OF KIMBERLAND MEADOWS.

AND THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PORTION OF SAID PROPERTY, WHICH COMPRISES THE REAL PROPERTY OF PHASE I. OF "KIMBERLAND MEADOWS CONDOMINIUMS, INC." PLANNED UNIT DEVELOPMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEARINGS BASED ON THE PLAT OF KIMBERLAND MEADOWS.

WHEREAS, KIMBERLAND MEADOWS CONDOMINIUMS ARE LOCATED IN THE KIMBERLAND MEADOWS SUBDIVISION, AND IT IS THE DESIRE AND INTENT OF THE GRANTOR TO CREATE A RESIDENTIAL CONDOMINIUM PROJECT FOR THE ENJOYMENT AND CONVENIENCE OF THE PERSONS LIVING IN SUCH PROJECT: AND

WHEREAS, THE PRIMARY OBJECTIVES OF THE DEVELOPMENT ARE AS FOLLOWS:

1. TO CREATE A RESIDENTIAL CONDOMINIUM PROJECT THAT WILL PROVIDE A HIGH QUALITY OF LIVING, MAXIMUM ENJOYMENT OF HOME AND NEIGHBORHOOD AND MAXIMUM PROTECTION OF PROPERTY VALUES THROUGH:
  - A. THE BEST APPLICATION POSSIBLE OF AVAILABLE LAND DESIGN;
  - B. HIGH QUALITY OF COMMON AESTHETICS AFFECTING THE LAND, LANDSCAPING AND BUILDING AND OTHER IMPROVEMENTS;
  - C. HIGH QUALITY OF DESIGN AND CONSTRUCTION WITH RESPECT TO ALL IMPROVEMENTS;

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D. REASONABLE RESTRICTIONS, COMPETENT, EFFICIENT AND COST EFFECTIVE ADMINISTRATION AND MANAGEMENT AND A SYSTEM OF SELF-GOVERNING BODIES;

E. HIGH STANDARDS OF MAINTENANCE OF THE INDIVIDUAL UNITS, COMMON AREAS, OPEN AREAS AND IMPROVEMENTS THEREOF;

F. PROVISION FOR RECREATIONAL AND OTHER ACTIVITIES AND FACILITIES CONSISTENT WITH CONVENIENT AND ENJOYABLE LIVING;

2. TO REWARD THE GRANTORS WITH A REASONABLE PROFIT AND TO ENHANCE THE PERSONAL REPUTATION OF THE GRANTORS AS DEVELOPERS, COMMENSURATE WITH THE QUALITY OF THE DEVELOPMENT AND THE RISKS UNDERTAKEN; AND

WHEREAS THE GRANTORS INTEND TO PERFORM THE NECESSARY ACTS OF DEVELOPMENT ACCORDING TO A GENERAL THEME AND CRITERIA CONSISTENT WITH THE PRIMARY OBJECTIVES OF THE DEVELOPMENT; AND

WHEREAS, THE GRANTORS PLAN TO DEVELOP ON THE DEVELOPED SITES, DWELLING UNITS, AND TO FURTHER DEVELOP AND INTEGRATE THEREWITH CERTAIN COMMON AREAS, OPEN AREAS, GREENBELT AREAS AND OTHER FACILITIES, PROVIDE FOR MEANS OF INGRESS AND EGRESS, FURNISH NECESSARY UTILITY SERVICES, AND PROVIDE CERTAIN RECREATIONAL FACILITIES AND OPEN AREAS; AND

WHEREAS, THIS MASTER DECLARATION SHALL APPLY TO OPEN AREAS, AND GREENBELT AREAS ONLY IN A LIMITED AND RESTRICTED SENSE, THE PURPOSE OF SUCH LIMITED APPLICATION BEING THAT OF PROVIDING FOR THE CONSTRUCTION AND MAINTENANCE OF CERTAIN IMPROVEMENTS AND/OR THE ESTABLISHMENT AND PRESERVATION OF CERTAIN AESTHETIC CONDITIONS; AND

WHEREAS, IN ORDER TO ASSURE ACHIEVING THE PRIMARY OBJECTIVES OF THE OVERALL DEVELOPMENT, CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO THE ENTIRE DEVELOPMENT REGARDLESS OF USE, HEREINAFTER REFERRED TO AS THE "MASTER DECLARATION" ARE FORMULATED AND SET FORTH HEREINAFTER; AND

WHEREAS, BECAUSE THE GRANTOR IS DEVELOPING THE DEVELOPMENT FOR SEVERAL HOMOGENEOUS USES, ALL OF WHICH ARE PART OF THE COMMON PLAN, BUT EACH OF WHICH HAS DIFFERENT CHARACTERISTICS, NEEDS, AND REQUIREMENTS, THE GRANTORS WILL FROM TIME TO TIME THROUGHOUT THE DEVELOPMENT PROCESS, DEVELOP AND PROMULGATE FURTHER CONDITIONS, COVENANTS AND RESTRICTIONS HEREINAFTER REFERRED TO AS "SUPPLEMENTAL DECLARATION" RELATING TO CERTAIN TRACTS OR PARCELS OF REAL PROPERTY WITH SIMILAR USES, NEEDS AND CHARACTERISTICS WITHIN THE DEVELOPMENT; AND

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WHEREAS, IN ORDER TO ACHIEVE THE PRIMARY OBJECTIVES OF THE DEVELOPMENT, IT IS NECESSARY, BOTH WITH RESPECT TO THE OVERALL DEVELOPMENT AND TO THE INDIVIDUAL TRACTS, TO CONTROL THE DESIGN, ARCHITECTURE, CONSTRUCTION AND QUALITY OF IMPROVEMENTS PLACED UPON THE DEVELOPMENT, BOTH DURING THE DEVELOPMENT AND THEREAFTER AND TO PROVIDE FOR THE CONTINUING MAINTENANCE OF THE SAME; AND

WHEREAS, TO ACHIEVE THE PRIMARY OBJECTIVES OF THE DEVELOPMENT, IT IS NECESSARY TO PROVIDE FOR A SYSTEM OF SELF-GOVERNMENT BY OWNERS OF THE DEVELOPMENT AS A WHOLE. HEREINAFTER REFERRED TO AS "ASSOCIATION" CONSISTENT WITH THE OVERALL NEEDS AND REQUIREMENTS OF THE DEVELOPMENT WHICH WILL PROVIDE FOR CERTAIN MANAGEMENT AND SELF-GOVERNMENT AND WHICH WILL MEET THE NEEDS OF THE RESIDENTS OF THE THE PROJECT, CONSISTENT WITH THE MASTER DECLARATION AND THE DEVELOPMENT AS A WHOLE. SUCH ASSOCIATION SHALL PERFORM DISCRETIONARY ACTS, FINANCE NEEDED MAINTENANCE AND IMPROVEMENTS, PROMULGATE POLICIES, ENFORCE THE PROVISIONS OF THE MASTER DECLARATION, THE SUPPLEMENTAL DECLARATIONS AND THE RULES, REGULATIONS AND STANDARDS PROMULGATED THEREUNDER, PROVIDE FOR REVIEW AND DECISIONS REGARDING DISPUTES AND ACT ON OTHER MATTERS OF COMMON INTEREST TO RESIDENTS OF THE DEVELOPMENT; AND

WHEREAS, THE GRANTOR, IN ORDER TO ASSURE THAT THE OBJECTIVES OF THE DEVELOPMENT ARE ACHIEVED, WILL CONTROL THE MANAGEMENT AND GOVERNMENT OF THE DEVELOPMENT THROUGHOUT THE MAJOR PORTION OF ITS DEVELOPMENT, PROVIDING FOR THE INITIATION AND EVENTUAL TAKEOVER OF ALL MANAGEMENT FUNCTIONS OWNERS AND RESIDENTS OF THE DEVELOPMENT NEAR CONCLUSION AND COMPLETION OF THE DEVELOPMENT PROCESS; AND

WHEREAS, THE GRANTOR RECOGNIZES THAT IN ORDER TO ACHIEVE AND MAINTAIN THE OBJECTIVES OF THE DEVELOPMENT AND TO ASSIST THE ASSOCIATION MEMBERS WITH THE MANAGEMENT AND SELF-GOVERNMENT OF THE ASSOCIATION, PROFESSIONAL MANAGEMENT MUST BE PROCURED AND UTILIZED INITIALLY AND ON AN ONGOING BASIS, IT BEING FURTHER RECOGNIZED THAT THE MAJORITY OF THE ASSOCIATION MEMBERS WILL BE INEXPERIENCED IN PROPERTY MANAGEMENT AND WILL NEED TO RETAIN PROFESSIONAL, COMPETENT, MANAGEMENT ASSISTANCE IN ORDER TO EFFECTIVELY MEET THE RESPONSIBILITIES AND CARRY OUT THE MANAGEMENT FUNCTIONS NECESSARY TO ACHIEVE THE OBJECTIVES OF THE DEVELOPMENT AND THE RESPONSIBILITIES WITH WHICH THE ASSOCIATION IS CHARGED.

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DECLARATION

NOW, THEREFORE, GRANTORS HEREBY DECLARE THAT THE DEVELOPMENT IS AND SHALL BE HELD, CONVEYED, ENCUMBERED, LEASED, MAINTAINED AND USED SUBJECT TO THE FOLLOWING UNIFORM COVENANTS, CONDITIONS, RESTRICTIONS AND EQUITABLE SERVITUDES IN FURTHERANCE OF A PLAN FOR THE SUBDIVISION, IMPROVEMENT AND SALE OF THE DEVELOPMENT, AND TO ENHANCE THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SUCH PROPERTY. THE RESTRICTIONS SET FORTH HEREIN SHALL RUN WITH THE REAL PROPERTY INCLUDED WITHIN THE DEVELOPMENT; SHALL BE BINDING UPON ALL PERSONS HAVING OR ACQUIRING ANY INTEREST IN SUCH REAL PROPERTY OR ANY PART THEREOF; SHALL INURE TO THE BENEFIT OF EVERY PORTION OF SUCH REAL PROPERTY AND ANY INTEREST THEREIN AND SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON GRANTORS, THEIR SUCCESSORS IN INTEREST, AND MAY BE ENFORCED BY GRANTORS, BY ANY OWNER OR HIS SUCCESSORS IN INTEREST, OR BY THE ASSOCIATION.

THIS MASTER DECLARATION SHALL NOT BE CONSTRUED SO AS TO UNREASONABLY INTERFERE WITH OR PREVENT NORMAL CONSTRUCTION ACTIVITIES DURING THE CONSTRUCTION OF IMPROVEMENTS BY ANY OWNER (INCLUDING GRANTOR) UPON PROPERTY WITHIN THE DEVELOPMENT, PROVIDED THAT WHEN COMPLETED, SUCH IMPROVEMENTS WILL IN ALL WAYS CONFORM TO THE REQUIREMENTS OF THIS MASTER DECLARATION. SPECIFICALLY, NO SUCH CONSTRUCTION ACTIVITIES SHALL BE DEEMED TO CONSTITUTE A NUISANCE OR VIOLATION OF THIS MASTER DECLARATION BY REASON OF NOISE, DUST, PRESENCE OF VEHICLES, OR CONSTRUCTION MACHINERY, ERECTION OF TEMPORARY STRUCTURES, POSTING OF SIGNS OR SIMILAR ACTIVITIES, PROVIDED THAT SUCH CONSTRUCTION IS ACTIVELY, EFFICIENTLY AND EXPEDITIOUSLY PURSUED TO COMPLETION.

FURTHER, THIS DECLARATION SHALL NOT BE CONSTRUED AS TO PREVENT OR LIMIT GRANTOR'S RIGHTS TO MAINTAIN MODEL HOMES, ON ANY PROPERTY IN THE DEVELOPMENT OWNED BY GRANTOR OR ON PROPERTY THE OWNER OF WHICH CONSENTS TO SUCH USE, NOR GRANTOR'S RIGHT TO POST SIGNS INCIDENTAL TO CONSTRUCTION SALES OR LEASING.

ARTICLE 1.

TYPE OF OWNERSHIP:

THIS CONDOMINIUM PROJECT WILL PROVIDE A MEANS OF OWNERSHIP IN FEE SIMPLE OF SEPARATE INTERESTS IN UNITS AND FOR CO-OWNERSHIP WITH OTHERS, AS TENANTS IN COMMON, OF COMMON, AREA, AS THOSE TERMS ARE HEREIN DEFINED.

ARTICLE 2.

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DEFINITIONS:

THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.

SECTION 2.1

ASSOCIATION:

"ASSOCIATION" MEANS KIMBERLAND MEADOWS CONDOMINIUMS, INC., AN IDAHO CORPORATION, NOT FOR PROFIT, ITS SUCCESSORS AND ASSIGNS, ORGANIZED AS PROVIDED HEREIN.

SECTION 2.2

BUILDING:

"BUILDING" MEANS ONE OF THE BUILDINGS CONSTRUCTED ON THE REAL PROPERTY PURSUANT TO THIS DECLARATION EXCEPTING ALL AUTOMOBILE PARKING STRUCTURES

SECTION 2.3

COMMON AREA:

"COMMON AREA" MEANS THE ENTIRE PROJECT EXCEPTING ALL UNITS.

SECTION 2.4

DWELLING UNIT:

"DWELLING UNIT" MEANS A SEPARATE INTEREST IN A UNIT TOGETHER WITH AN EQUAL UNDIVIDED INTEREST IN COMMON IN THE COMMON AREA.

SECTION 2.5

CONDOMINIUM MAP:

"CONDOMINIUM MAP" MEANS THE CONDOMINIUM MAP FOR EACH PHASE OF KIMBERLAND MEADOWS CONDOMINIUMS TO BE FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY RECORDER, CONSISTING OF A SURVEY MAP OF THE SURFACE OF THE GROUNDS OF THE REAL PROPERTY SHOWING A SURVEY AND LEGAL DESCRIPTION THEREOF, THE LOCATION OF EACH BUILDING WITH RESPECT TO THE BOUNDARIES OF THE REAL PROPERTY, UNIT NUMBER AND IDENTIFYING THE UNITS, TOGETHER WITH SUCH OTHER INFORMATION AS MAY BE INCLUDED THEREON IN THE DISCRETION OF THE DECLARANT. A COPY OF SAID CONDOMINIUM

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MAP IS ATTACHED HERETO AS EXHIBIT "A", AND BY THIS REFERENCE MADE A PART HEREOF.

SECTION 2.6

GENERAL COMMON AREA:

"GENERAL COMMON AREA" MEANS ALL COMMON AREA EXCEPTING ALL LIMITED COMMON AREA.

SECTION 2.7

LIMITED COMMON AREA:

"LIMITED COMMON AREA" MEANS THAT COMMON AREA DESIGNATED HEREIN FOR EXCLUSIVE USE BY OWNERS OF PARTICULAR DWELLING UNITS, AS THOSE TERMS ARE HEREIN DEFINED.

SECTION 2.8

MORTGAGE:

"MORTGAGE" MEANS ANY MORTGAGE, DEED OF TRUST, OR OTHER SECURITY INSTRUMENT BY WHICH A DWELLING UNIT OR ANY PART THEREOF IS ENCUMBERED.

SECTION 2.9

MORTGAGEE:

"MORTGAGEE" MEANS ANY PERSON OR ANY SUCCESSOR TO THE INTEREST OF SUCH PERSON NAMED AS THE MORTGAGEE, TRUST BENEFICIARY, OR CREDITOR UNDER ANY MORTGAGE AS DEFINED IN ARTICLE 2., SECTION 2.8 UNDER WHICH THE INTEREST OF ANY OWNER OR SUCCESSOR TO THE INTEREST OF SUCH OWNER IS ENCUMBERED.

SECTION 2.10

OWNER:

"OWNER" MEANS ANY PERSON OR ENTITY INCLUDING DECLARANT, AT ANY TIME OWNING A DWELLING UNIT; THE TERM "OWNER" SHALL NOT REFER TO ANY MORTGAGEE, AS HEREIN DEFINED UNLESS SUCH MORTGAGEE HAS ACQUIRED TITLE PURSUANT TO FORECLOSURE OR ANY PROCEEDING IN LIEU OF FORECLOSURE.

SECTION 2.11