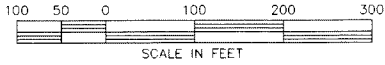
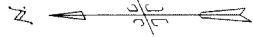




This document provided courtesy of TitleOne



PK 99 Pg 12660

Plat Showing LIFESTYLE CONDOMINIUMS

Situated in Lot 4, Block 1 of Lifestyle Subdivision,
Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2007

Legend

- CALCULATED CORNER, NOTHING FOUND OR SET
- CALCULATED BUILDING CORNER, NOTHING FOUND OR SET
- FOUND BRASS CAP
- FOUND 5/8" WYPC STAMPED "HWE 5617" OR MARKED AS SHOWN
- FOUND 5/8" STEEL PIN WYPC MARKED "ALB PLS 12459"
- P.O.B.
- WYPC WITH YELLOW PLASTIC CAP
- WYPC WITH MAROON PLASTIC CAP
- BOUNDARY LINE
- EXISTING LOT LINE
- EASEMENT LINE
- SECTION LINE
- EXISTING STREET CENTERLINE
- MILK LATERAL CENTERLINE
- LIFESTYLE SUBDIVISION LOT NUMBER
- UNIT NUMBER

LINE TABLE					
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	21.38	N89°20'26"W	L11	42.70	N00°20'33"E
L2	17.71	N89°20'26"W	L12	32.05	N00°20'33"E
L3	25.05	N89°20'26"W	L13	39.71	S89°30'43"E
L4	17.71	N89°20'26"W	L14	27.71	S89°30'43"E
L5	17.71	N89°20'26"W	L15	27.71	S89°30'43"E
L6	25.05	N89°20'26"W	L16	39.71	S89°30'43"E
L7	17.71	N89°20'26"W	L17	27.71	S89°30'43"E
L8	17.71	N89°20'26"W	L18	49.71	S89°30'43"E
L9	27.42	N00°20'33"E	L19	23.79	S00°17'13"W
L10	42.70	N00°20'33"E	L20	25.48	S00°17'13"W

Notes

- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE BOISE CITY ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED BY CUP 05-00122. ALL LOT AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE BOISE CITY ZONING ORDINANCE (OR AS SPECIFICALLY APPROVED BY CUP 05-00122).
- A 10 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, DRAINAGE AND IRRIGATION PER LIFESTYLES SUBDIVISION RECORDED IN BOOK 99 PAGES 12,615 THROUGH 12,618, RECORDS OF ADA COUNTY, IDAHO.
- THIS PROJECT IS SUBJECT TO AN IDAHO POWER COMPANY EASEMENT RECORDED AS INSTRUMENT NO. 106182523, RECORDS OF ADA COUNTY, IDAHO. THIS PROJECT SHALL HAVE A BLANKET EASEMENT FOR PUBLIC UTILITY "JOINT TRENCH" INSTALLATION. HOWEVER, THIS EASEMENT SHALL NOT PRECLUDE THE PROPER CONSTRUCTION OF HARD SURFACES SUCH AS ROADWAYS, DRIVEWAYS, SIDEWALKS OR BUILDING STRUCTURES. THIS EASEMENT SHALL ALSO NOT PRECLUDE PROPER CONSTRUCTION OF PUBLIC UTILITIES SUCH AS SEWER, WATER, PRESSURE IRRIGATION OR STORM WATER TREATMENT FACILITIES.
- THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY CUP-0122.
- PER ARTICLE 14.4 OF CONDOMINIUM DECLARATIONS: AMENDMENTS TO PLAT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS DECLARATION, ANY AMENDMENT TO THE PLAT FOR THE PROJECT, OR ANY AMENDMENT TO THIS DECLARATION THAT SERVES TO ALTER THE PLAT FOR THE PROJECT, SHALL BE SUBJECT TO THE PRIOR REVIEW AND APPROVAL OF THE ADA COUNTY SURVEYOR'S OFFICE.
- COMMON AREA SHALL BE OWNED IN COMMON BY ALL OWNERS OF THE CONDOMINIUM AND NO OWNER MAY BRING ANY ACTION FOR PARTITION THEREOF. EACH OWNER SHALL HAVE THE NON-EXCLUSIVE RIGHT TO USE AND ENJOY THE COMMON AREA. MANAGEMENT AND MAINTENANCE OF THE COMMON AREA WILL BE THE RESPONSIBILITY OF THE CONDOMINIUM ASSOCIATION.
- BUILDING SURVEY TIES AS SHOWN ARE TO INTERIOR CORNERS OF THE UNITS.
- THE UNIT SHALL BE DEFINED AS SET FORTH IN THE CONDOMINIUM DECLARATION FOR LIFESTYLE CONDOMINIUMS TO BE RECORDED IN THE OFFICE OF THE ADA COUNTY RECORDER.
- FOR INFORMATION CONCERNING THE USES, RESPONSIBILITIES, MAINTENANCE AND RELATIONSHIPS OF THE UNIT AND COMMON AREA, LIMITED COMMON AREA AND COMMON/CROSS ACCESS, INGRESS-EGRESS AND PARKING EASEMENTS, SEE THE CONDOMINIUM DECLARATION AS FILED FOR RECORD AT THE ADA COUNTY RECORDER'S OFFICE PER INSTRUMENT NO. 10725559
- THE PHYSICAL BOUNDARIES OF THE UNITS ARE DEFINED IN ARTICLE 2.20 OF THE CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LIFESTYLE CONDOMINIUMS. IN INTERPRETING THE DECLARATION, PLAT OR PLATS AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED OR AS RECONSTRUCTED IN LIEU THEREOF SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, OR DEED REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCE BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, OR DEED, AND THE ACTUAL BOUNDARIES OF UNITS IN THE BUILDING.
- THIS PLAT IS SUBJECT TO SIDEWALK EASEMENTS RECORDED AS INSTRUMENT NO. 107025560 AND 107025560, RECORDS OF ADA COUNTY, IDAHO.
- ALL UNIT ANGLES ARE 90° UNLESS SPECIFIED OTHERWISE.



Easement Legend

- UNITED WATER IDAHO WATERLINE EASEMENT-SEE LIFESTYLE SUBDIVISION, BOOK 99 PAGES 12,615 THROUGH 12,618, RECORDS OF ADA COUNTY, IDAHO
- ACHD STORM DRAIN EASEMENT-SEE LIFESTYLE SUBDIVISION, BOOK 99 PAGES 12,615 THROUGH 12,618 RECORDS OF ADA COUNTY, IDAHO

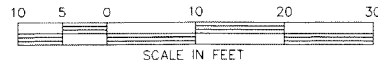


The Orchards at Cloverdale, LLC
802 W. Bannock Street, Suite 801
Boise, Idaho 83702




THE LAND GROUP, INC.
462 East Shore Drive, Suite 100
Coeur d'Alene, Idaho 83816
Phone (208) 939-4041
Fax (208) 939-4445
www.thelandgroupinc.com

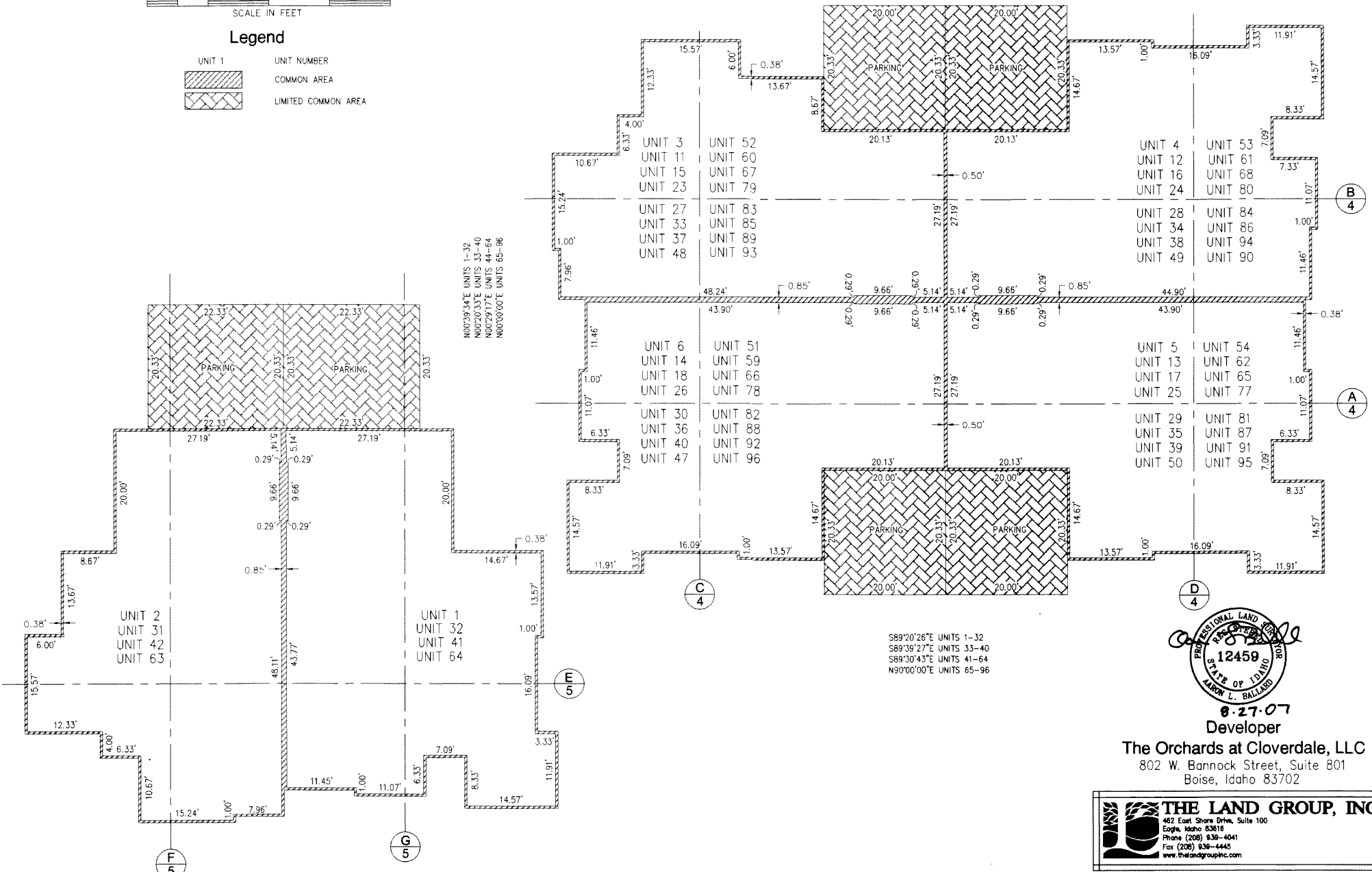
Plat Showing LIFESTYLE CONDOMINIUMS

Situated in Lot 4, Block 1 of Lifestyle Subdivision,
Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2007



Legend

-  UNIT 1 UNIT NUMBER
-  COMMON AREA
-  LIMITED COMMON AREA



N0039'34"E UNITS 1-32
 N0020'33"E UNITS 33-40
 N0029'17"E UNITS 41-64
 N0050'00"E UNITS 65-96

S89°20'26"E UNITS 1-32
 S89°39'27"E UNITS 33-40
 S89°30'43"E UNITS 41-64
 N90°00'00"E UNITS 65-96



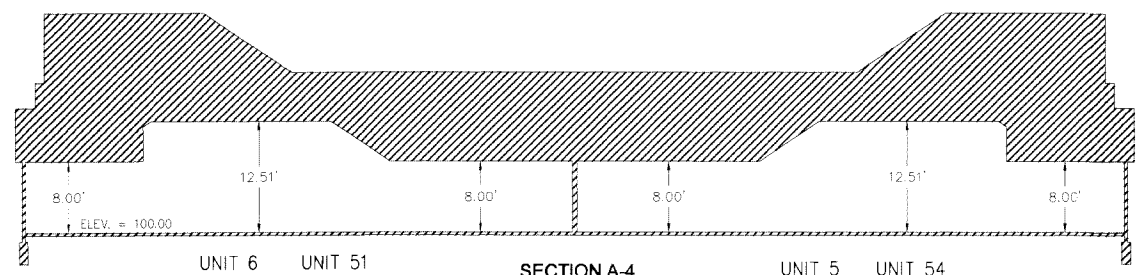
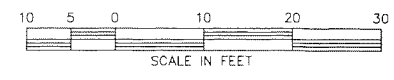
0-27-07
 Developer

The Orchards at Cloverdale, LLC
 802 W. Bannock Street, Suite 801
 Boise, Idaho 83702

THE LAND GROUP, INC.
 462 East Shore Drive, Suite 100
 Eagle, Idaho 83616
 Phone (208) 939-4041
 Fax (208) 939-4445
 www.thelandgroupinc.com

Plat Showing LIFESTYLE CONDOMINIUMS

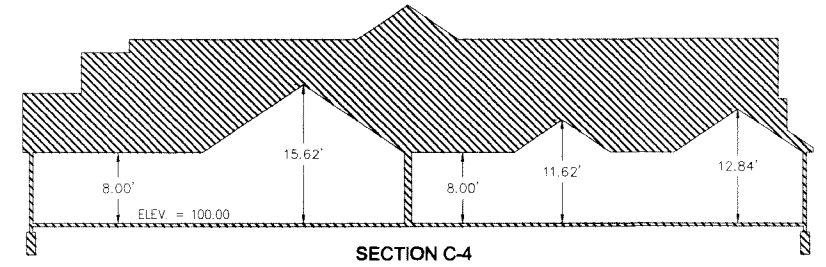
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Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2007



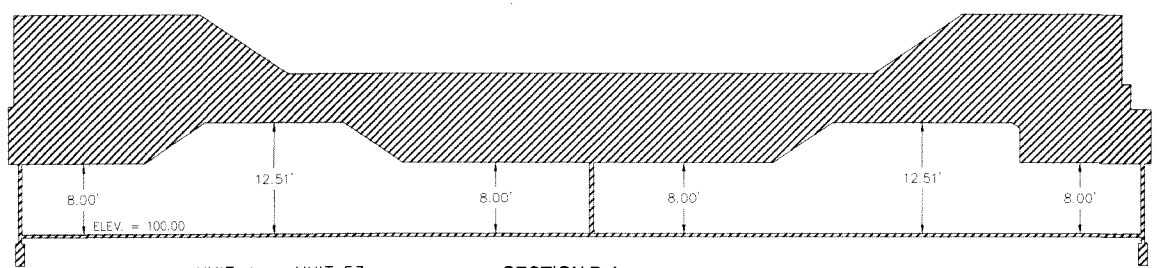
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|--|--------------------|--|
| UNIT 6 UNIT 51
UNIT 14 UNIT 59
UNIT 18 UNIT 66
UNIT 26 UNIT 78

UNIT 30 UNIT 82
UNIT 36 UNIT 88
UNIT 40 UNIT 92
UNIT 47 UNIT 96 | SECTION A-4 | UNIT 5 UNIT 54
UNIT 13 UNIT 62
UNIT 17 UNIT 65
UNIT 25 UNIT 77

UNIT 29 UNIT 81
UNIT 35 UNIT 87
UNIT 39 UNIT 91
UNIT 50 UNIT 95 |
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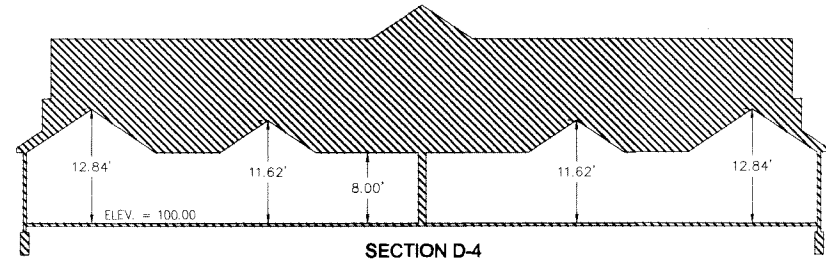
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| UNIT 3 UNIT 27 UNIT 52 UNIT 83
UNIT 11 UNIT 33 UNIT 60 UNIT 85
UNIT 15 UNIT 37 UNIT 67 UNIT 89
UNIT 23 UNIT 48 UNIT 79 UNIT 93 | SECTION C-4 | UNIT 6 UNIT 30 UNIT 51 UNIT 82
UNIT 14 UNIT 36 UNIT 59 UNIT 88
UNIT 18 UNIT 40 UNIT 66 UNIT 92
UNIT 26 UNIT 47 UNIT 78 UNIT 96 |
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| UNIT 4 UNIT 53
UNIT 12 UNIT 61
UNIT 16 UNIT 68
UNIT 24 UNIT 80

UNIT 28 UNIT 84
UNIT 34 UNIT 86
UNIT 38 UNIT 94
UNIT 49 UNIT 90 | SECTION B-4 | UNIT 3 UNIT 52
UNIT 11 UNIT 60
UNIT 15 UNIT 67
UNIT 23 UNIT 79

UNIT 27 UNIT 83
UNIT 33 UNIT 85
UNIT 37 UNIT 89
UNIT 48 UNIT 93 |
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| UNIT 5 UNIT 29 UNIT 54 UNIT 81
UNIT 13 UNIT 35 UNIT 62 UNIT 87
UNIT 17 UNIT 39 UNIT 65 UNIT 91
UNIT 25 UNIT 50 UNIT 77 UNIT 95 | SECTION D-4 | UNIT 4 UNIT 28 UNIT 53 UNIT 84
UNIT 12 UNIT 34 UNIT 61 UNIT 86
UNIT 16 UNIT 38 UNIT 68 UNIT 94
UNIT 24 UNIT 49 UNIT 80 UNIT 90 |
|--|--------------------|--|

Legend

UNIT 1	UNIT NUMBER
	COMMON AREA



4-25-07
Developer

The Orchards at Cloverdale, LLC
802 W. Bannock Street, Suite 801
Boise, Idaho 83702

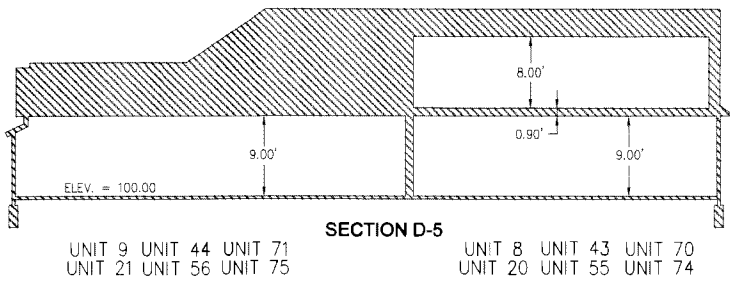
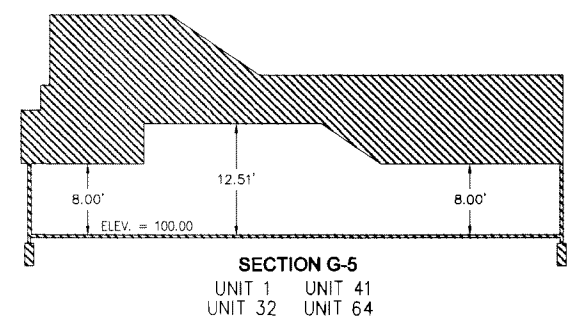
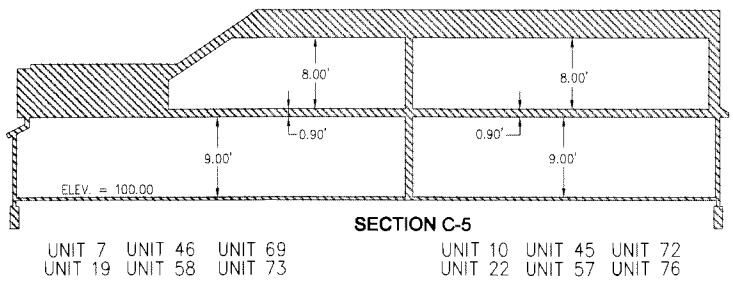
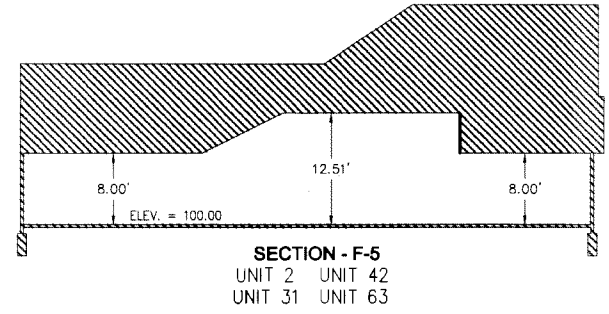
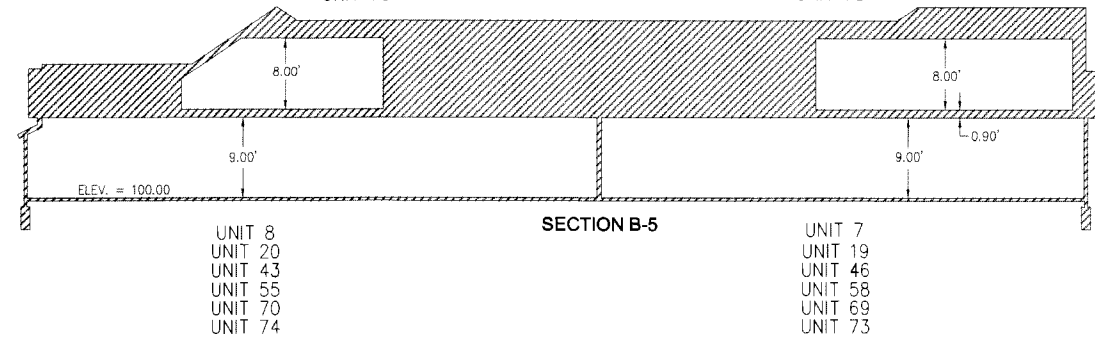
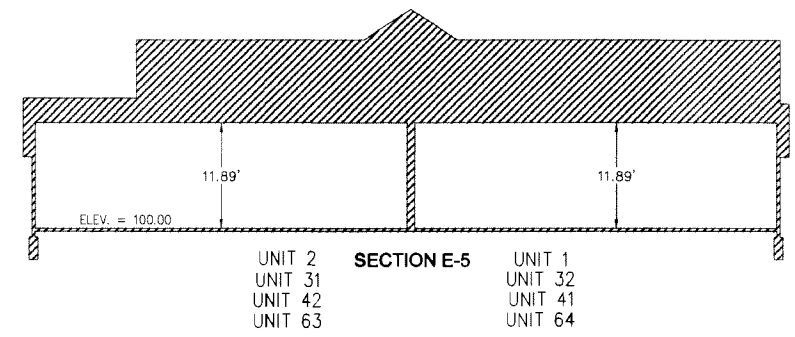
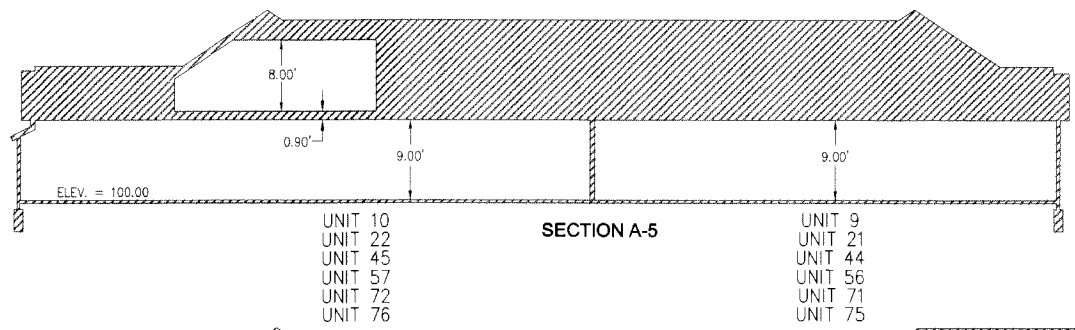
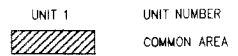
THE LAND GROUP, INC.
East Shore Drive, Suite 100
Boise, Idaho 83718
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PK 99 PG 126A

Plat Showing LIFESTYLE CONDOMINIUMS

Situated in Lot 4, Block 1 of Lifestyle Subdivision,
Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2007

Legend



8-27-07

Developer

The Orchards at Cloverdale, LLC
802 W. Bannock Street, Suite 801
Boise, Idaho 83702

THE LAND GROUP, INC.
462 East Shore Drive, Suite 100
Coeur d'Alene, Idaho 83814
Phone (208) 838-4041
Fax (208) 838-4445
www.thelandgroupinc.com

PK 091 PG 12605

Plat Showing LIFESTYLE CONDOMINIUMS

Lot 4, Block 1 of Lifestyle Subdivision,
Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2007

Certificate of Owner

KNOWN ALL PERSONS BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED.

A TRACT OF LAND SITUATED IN LOT 4, BLOCK 1 OF LIFESTYLE SUBDIVISION (A RECORDED SUBDIVISION ON FILE IN BOOK 99 PAGES 12,615 THROUGH 12,618, ADA COUNTY, IDAHO) LOCATED IN THE WEST ONE HALF OF U.S. GOVERNMENT LOT 4 OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF BOISE ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MONUMENTING THE NORTHWEST CORNER OF SAID SECTION 3 ON THE CENTERLINE OF NORTH CLOVERDALE ROAD, THENCE FOLLOWING THE WESTERLY LINE OF SAID U.S. GOVERNMENT LOT 4 AND THE CENTERLINE OF SAID NORTH CLOVERDALE ROAD, SOUTH 00°29'17" WEST A DISTANCE OF 266.81 FEET TO A POINT, FROM WHICH A FOUND 5/8-INCH STEEL PIN MONUMENTING THE SOUTHWEST CORNER OF SAID U.S. GOVERNMENT LOT 4 BEARS SOUTH 00°29'17" WEST A DISTANCE OF 1,017.57 FEET;
THENCE LEAVING SAID WESTERLY LINE AND SAID CENTERLINE, SOUTH 89°30'43" EAST A DISTANCE OF 54.00 FEET TO A FOUND 5/8-INCH STEEL PIN MONUMENTING THE NORTHWEST CORNER OF LOT 4, BLOCK 1 OF SAID LIFESTYLE SUBDIVISION BEING THE POINT OF BEGINNING.

THENCE FOLLOWING THE NORTHERLY LINE OF SAID LOT 4 THE FOLLOWING THREE COURSES:
SOUTH 89°42'47" EAST A DISTANCE OF 466.60 FEET TO A FOUND 5/8-INCH STEEL PIN;
NORTH 00°41'14" EAST A DISTANCE OF 67.75 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 89°42'47" EAST A DISTANCE OF 141.00 FEET TO A FOUND 5/8-INCH STEEL PIN MONUMENTING THE NORTHEAST CORNER OF SAID LOT 4 ON THE WESTERLY LINE OF PLANET SUBDIVISION NO. 2;

THENCE LEAVING SAID NORTHERLY LINE AND FOLLOWING THE EASTERLY LINE OF SAID LOT 4 AND SAID WESTERLY LINE OF PLANET SUBDIVISION NO. 2, SOUTH 00°39'34" WEST A DISTANCE OF 1,085.79 FEET TO A FOUND 5/8-INCH STEEL PIN MONUMENTING THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE LEAVING SAID EASTERLY AND WESTERLY LINES AND FOLLOWING THE SOUTHERLY LINE OF SAID LOT 4, NORTH 89°39'27" WEST A DISTANCE OF 613.59 FEET TO A FOUND 5/8-INCH STEEL PIN MONUMENTING THE SOUTHWEST CORNER OF SAID LOT 4 ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH CLOVERDALE ROAD;
THENCE LEAVING SAID SOUTHERLY LINE AND FOLLOWING THE WESTERLY LINE OF SAID LOT 4 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH CLOVERDALE ROAD THE FOLLOWING THREE COURSES:
NORTH 00°29'17" EAST A DISTANCE OF 834.28 FEET TO A FOUND 5/8-INCH STEEL PIN;
NORTH 05°12'42" EAST A DISTANCE OF 109.31 FEET TO A FOUND 5/8-INCH STEEL PIN;
NORTH 00°29'17" EAST A DISTANCE OF 74.23 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 14.56 ACRES, MORE OR LESS.
THIS IS TO CERTIFY THAT THE ORCHARDS AT CLOVERDALE, LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DEPICTED ON THIS PLAT AND THAT IT IS THE OWNER'S INTENTION TO CREATE A CONDOMINIUM PROJECT. THE OWNERS ALSO CERTIFY THAT THEY CONSENT TO THE RECORDATION OF DOCUMENTS PURSUANT TO CHAPTER 15, TITLE 55 OF THE IDAHO CODE. THE EASEMENTS DEDICATED HEREON ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR USES AS SHOWN ON THIS PLAT. ALL UNITS WITHIN THIS PLAT WILL RECEIVE WATER SERVICE FROM THE UNITED WATER IDAHO, INC. WHICH HAS AGREED IN WRITING TO SERVE ALL OF THESE UNITS. IRRIGATION WATER HAS BEEN PROVIDED FROM NAMPA AND MERIDIAN IRRIGATION DISTRICT, IN COMPLIANCE WITH IDAHO CODE 31-38D5(b). THE CONDOMINIUM ASSOCIATION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED TO ASSESSMENTS FROM NAMPA AND MERIDIAN IRRIGATION DISTRICT.

MICHAEL D. DIXON, MANAGER
THE ORCHARDS AT CLOVERDALE, LLC.
BY: THE ORCHARDS, LLC., MEMBER

Acknowledgment

STATE OF IDAHO))
COUNTY OF ADA)) SS
ON THIS 3rd DAY OF August IN THE YEAR 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED MICHAEL D. DIXON, KNOWN OR IDENTIFIED TO ME TO BE THE AUTHORIZED SIGNATORY OF THE ORCHARDS AT CLOVERDALE, LLC, BY THE ORCHARDS, LLC (MEMBER) WHICH HAS EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT Boise, IDAHO
MY COMMISSION EXPIRES 7.23.2011



Certificate of Surveyor

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" HAS BEEN DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS, CONDOMINIUMS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.

AARON L. BALLARD



8-24-07 DATE

Developer
The Orchards at Cloverdale, LLC
802 W. Bannock Street, Suite 801
Boise, Idaho 83702



Plat Showing LIFESTYLE CONDOMINIUMS

Situated in Lot 4, Block 1 of Lifestyle Subdivision,
Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2007

Approval of Central District Health Department

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

4/23/07
DATE




HEALTH OFFICER *N. L. King* R.E.H.S.

Certificate of Ada County Surveyor


I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS AND CONDOMINIUMS.

Jerry P. Hastings
ADA COUNTY SURVEYOR
PLS 5359
9-12-2007



Approval of Ada County Highway District

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 11th DAY OF April, 2007.



ADA COUNTY HIGHWAY DISTRICT
CHAIRMAN *[Signature]*

Certificate of Ada County Treasurer

I, THE UNDERSIGNED, COUNTY TRESURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-13D8, DOES HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

9-13-07
DATE



Cecil D. Ingram, by
ADA COUNTY TREASURER
Shelly Beller, Deputy

Approval of City of Boise

Annette P. Spooner CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 10 DAY OF April, 2007, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

Annette P. Spooner 5-10-07
CITY OF BOISE CLERK



Certificate of the Ada County Recorder

STATE OF IDAHO)
COUNTY OF ADA) SS
INSTRUMENT NUMBER 107128891

I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF The Land Group AT 41 MINUTES PAST 12 O'CLOCK PM THIS 11th DAY OF APRIL A.D. 2007, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 91 OF PLATS AT PAGES 1266 THRU 1366.

GAUER
DEPUTY RECORDER
FEE: 426.00

David Navarro
EX-OFFICIO RECORDER

Approval of Boise City Engineer

ACCEPTED AND APPROVED THIS 2nd DAY OF July, A.D. 2007, BY THE CITY ENGINEER OF THE CITY OF BOISE, ADA COUNTY, IDAHO.

John Tensen
CITY ENGINEER



PROFESSIONAL LAND SURVEYOR
12458
STATE OF IDAHO
LARRY L. BALLARD
8-24-07



THE LAND GROUP, INC.
462 East Shore Drive, Suite 100
Engle, Idaho 83616
Phone (208) 939-4041
Fax (208) 939-4445
www.thelandgroupinc.com

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 09/14/07 12:49 PM
DEPUTY Cheche Fowler
RECORDED - REQUEST OF
The Land Group, Inc

AMOUNT 168.00 56



**CONDOMINIUM DECLARATION
AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE LIFESTYLE CONDOMINIUMS**

(The Lifestyle Condominiums are commonly referred to and known as "The Orchards at
Cloverdale")

**CONDOMINIUM DECLARATION
AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE LIFESTYLE CONDOMINIUMS**

THIS CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LIFESTYLE CONDOMINIUMS (this "Declaration") is made effective as of the 3rd day of August, 2007, by The Orchards at Cloverdale, LLC, an Idaho limited liability company ("Declarant").

ARTICLE 1. PROPERTY AS CONDOMINIUM PROJECT.

Declarant intends to create a condominium project pursuant to the Condominium Property Act, Idaho Code 55-1500 *et seq.* Declarant is the owner of certain real property located in Boise, Ada County, Idaho (the "Property"), which is more particularly described on Exhibit A, attached hereto and made a part hereof, and as shown on the Plat of The Lifestyle Condominiums recorded Sept. 14th, 2007, in Book 99 of Plats at Pages 12660 through 12666, Instrument No. 107128891, official records of Ada County, Idaho, a copy of which is set out as Exhibit B, attached hereto and made a part hereof, as the same may be amended, modified or supplemented from time to time in accordance with this Declaration (the "Plat"). The Property, together with all the improvements and structures now or hereafter placed on the Property, are sometimes referred to as the "Project" in this Declaration.

Declarant declares that the Property shall be held, used, conveyed, encumbered, leased, occupied, rented and improved subject to the covenants, conditions, restrictions, reservations and easements stated in this Declaration and the Articles and Bylaws of the Association formed in accordance with this Declaration, all of which are in furtherance of the division of the Property into condominium units and common areas and facilities, pursuant to the Condominium Property Act, Idaho Code 55-1500 *et seq.* The covenants, conditions, restrictions, reservations and easements stated in this Declaration shall be deemed to run with the land and be a burden and benefit to Declarant and all persons who own or acquire an interest in the Property or any part thereof, and their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE 2. DEFINITIONS.

2.1 "Additional Property" means the land, and improvements thereon and appurtenances thereto, that may, at a subsequent time, be added to and become a part of the Project.

2.2 "Articles" mean the Articles of Incorporation of the Association, as may be amended from time to time. A copy of the Articles is attached hereto as Exhibit C and made a part hereof.

2.3 "Assessment" means a share of the funds required for the payment of common expenses, including Regular, Special and Limited Assessments as more particularly described in Article 8 hereof.

2.4 "Association" means Orchards at Fairview Condominium Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

2.5 "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association.

2.6 "Bylaws" mean the bylaws of the Association, as may be amended from time to time. A copy of the Bylaws is attached hereto as Exhibit D and made a part hereof.

2.7 "Common Area" means the common areas and facilities as described in Section 3.6 hereto. For purposes of this Declaration, references to Common Area shall include Limited Common Areas where applicable.

2.8 "Community Policies and Guidelines" mean the rules and regulations that may be adopted, amended, or repealed by the Association from time to time in accordance with this Declaration.

2.9 "Condominium" means a separate interest in a Unit together with an undivided tenants in common interest in the Common Area, expressed as percentages of the entire ownership interest in the Common Area as set forth on Exhibit E, attached hereto and made a part hereof.

2.10 "Condominium Act" means the "Condominium Property Act" of the State of Idaho, as defined in Idaho Code Section 55-1501, or its successor.

2.11 "Condominium Documents" mean this Declaration, the Articles, the Bylaws, the Plat, any rules and regulations adopted by the Association, and any and all other related documents and instruments as may be amended.

2.12 "Eligible Mortgagee" means the holder of a valid first priority mortgage or deed of trust on a Unit who has given written notice to the Association stating its name, address and the Unit subject to its mortgage or deed of trust.

2.13 "Limited Assessment" means an assessment levied against an Owner by the Association for costs and expenses incurred by the Association for the construction, installation, maintenance, repair and replacement of Common Area and/or Limited Common Area, and equipment and facilities located thereon, including any corrective action necessitated due to damage by the negligent or willful acts or omissions of any Owner or occupant of a Unit who is occupying a Unit with the consent, either express or implied, of such Owner, as more particularly described in Section 8.7 herein.

2.14 "Limited Common Area" means those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation or restriction of other Owners. Limited Common Area may be established from time to time by Declarant or the Association on any portion of the Property by describing such area on a recorded plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. Without limiting the foregoing, each Unit shall have Limited Common Areas consisting of the exterior parking area immediately in front of the garage serving that Unit, and an area to include an optional fenced-in patio area with a concrete pad.

2.15 "Member" means each person or entity holding a membership in the Association. Every Owner shall be required to be a Member.

2.16 "Owner" means any person or entity, including Declarant, at any time owning a Condominium. The term "Owner" shall not refer to any Eligible Mortgagee, as herein defined, unless such Eligible Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.17 "Regular Assessment" means an assessment by the Association to provide for the payment of all estimated expenses arising from or connected with the Project as a whole, as more particularly described in Section 8.5 herein.

2.18 "Special Assessment" means an assessment by the Association for the purpose of defraying, in whole or in part, the costs of any new acquisitions and/or new capital improvement, construction or reconstruction or unexpected or extraordinary repair, maintenance or replacement of the Project or any part thereof, or for any expense incurred as provided in this Declaration, or in the event that the Assessment assessed for any particular year is or will become inadequate to meet the expenses of the Association, such assessment being authorized pursuant to the terms and conditions provided herein, as more particularly described in Section 8.6.

2.19 "Transition Date" means the date upon which the authority and responsibility to administer and manage the Association and the project, subject to this Declaration and the Bylaws, passes to the Association. The Transition Date will be earlier of (1) the date designated by Declarant in a written notice to the Owners, which date may, at Declarant's election, be any date after this Declaration has been recorded; or (2) the one hundred twentieth (120th) day after closing by Declarant of the first sale of a Unit to a bona fide purchaser.

2.20 "Unit" means the separate interest in a Condominium as depicted on the Plat. For purposes of this Declaration, a Unit consists of the space designated by that Unit's designation on the Plat that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floors, and the unfinished interior surface of the ceilings, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute complete enclosures of space, and all improvements within that space. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include: (1) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing materials applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall material; (2) all windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor; (3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any; (4) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit; (5) all control knobs, switches,

thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein; (6) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; (7) the portion of fireplaces actually within the interior of a Unit, and fireplace vents or chases; (8) the space in the attached garages; and (9) the attic space or storage space above a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access; excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit: (1) any supporting element of the building contained in the interior walls; (2) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit; and (3) fireplace brick chimneys, if any.

ARTICLE 3. CONDOMINIUM OWNERSHIP.

3.1 Ownership Interest. The Property is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Area. The percentage of ownership interest in the Common Area which is to be allocated to each Condominium as a whole for purposes of Assessments, tax assessments under Section 55-1514 of the Condominium Act and liability as provided by Section 55-1515 of the Condominium Act, is set forth on the attached Exhibit E.

3.2 Title. Title to a Condominium may be held or owned by any individual or entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

3.3 Separation Not Permitted. No part of a Condominium or of the legal rights comprising ownership of a Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, transferred and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium or any part thereof shall be presumed to be a disposition of the entire Condominium together with all appurtenant rights, created by law or this Declaration.

3.4 Partition Not Permitted. The Common Area shall be owned in common by all of the Owners of Units, and no Owner may bring any action for partition thereof.

3.5 Taxes and Assessments. Each Owner shall execute such instrument and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If, in the opinion of the Association, any taxes or assessments may be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes and assessments assessed against such Owner's Condominium, or interest therein, and such Owner's interest in the Common Area.

3.6 Common Area. The Common Area consists of the Property, excluding each Unit and such other improvements or portions of the Project as designated by the Association.

ARTICLE 4. EASEMENTS.

4.1 Easements of Enjoyment; Limitations. Each Owner shall have a right and easement of enjoyment in, over and upon the Common Areas and an unrestricted right of access to and from such Owner's Unit, which rights and easements shall be appurtenant to and shall pass with title to a Unit, subject to the right of the Board to make the Community Policies and Guidelines concerning the use and management of the Common Area and the Limited Common Areas; provided, however, that no Community Policies and Guidelines shall limit or prohibit the right of ingress and egress to a Unit, or to that Unit's parking facilities. Each Owner shall be deemed to have delegated that Owner's right of enjoyment to the Common Areas and to ingress and egress to the occupant of that Owner's Unit.

4.2 Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered encumbrances on the Common Area or the Units.

4.3 Easements of Access for Repair, Maintenance and Emergencies. The Association shall have a right of entry to, over, upon and through all of the Project, including each Unit and the Limited Common Areas, to enable the Association to perform its obligations, rights and duties pursuant to this Declaration with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Project. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Areas may be exercised without notice; otherwise, the Association shall give the Owner or occupant of a Unit no less than twenty-four hours advance notice prior to entering a Unit or its appurtenant Limited Common Areas. Damage to any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of the negligence of an Owner or such Owner's invitees, licensees or lessees of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Unit shall be restored substantially to the same condition as existed prior to the damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Assessment pursuant to Article 8 herein.

4.4 Association's Right to Use of Common Area. The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform its duties and functions pursuant to this Declaration, including the right to grant access easements, utility easements, alter the Common Areas, and construct and maintain maintenance and storage facilities in the Common Area for use by the Association.

4.5 Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Project contributing to the support of another building, utility line or improvement on another portion of the Project shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, and improvements of the Project.

4.6 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 property within the Project in the proper performance of their duties. The easement granted herein is recognized to be a condition of platting the Property imposed by the City of Boise. Such easement shall not be dissolved or altered in any material way that would prevent its beneficial use for its intended purpose without the written consent of the City of Boise.

4.7 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, including, without limitation, any storm drainage easements, street light easements, sanitary sewer easements, or any other utility easement shown on the Plat.

4.8 Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Areas or Limited Common Areas (1) for a one year period from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, for access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (2) for the period of any warranties for purposes of making repairs required pursuant to such warranties, and (3) for the initial marketing period, but for not longer than two years from the time of the closing of the first sale of Unit to a bona fide purchaser, to maintain and utilize one or more Units and/or a portion or portions of the Common Areas and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for marketing purposes, and advertising signs.

4.9 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements set forth in this Article 4 even though no specific reference to such easements appear in any such conveyance.

ARTICLE 5. DESCRIPTION OF A CONDOMINIUM.

Every contract for the sale of a Condominium and every other instrument affecting title to such Condominium shall describe that Condominium by the Unit number shown on the Plat as set forth on Exhibit B, with appropriate reference to the Plat and to this Declaration as such appear in the official records of Ada County, Idaho, in the following manner:

Condominium Unit _____, as shown on the Plat of The Lifestyle Condominiums filed _____, 2007, in Book ____ of Plats at Pages _____ through _____, as Instrument No. _____, official records of Ada County, Idaho, as said plat may be amended or supplemented from time to time, and as defined in the Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, recorded as Instrument No. _____ (recording number to be available upon recording of this Declaration), official records of Ada County, Idaho, as said declaration may be amended or supplemented from time to time.

Such description shall be construed to describe the Unit, together with an appurtenant undivided ownership interest as tenants-in-common in the Common Area, and to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in the Condominium Documents or any amendments or supplements thereto.

ARTICLE 6. USE OF CONDOMINIUMS.

6.1 Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individual living together as a single housekeeping unit, and uses customarily incidental thereto; provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (1) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (2) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, but for no longer than a three (3) year period of time from the time of the closing of the first sale of a Unit to a bona fide purchaser, one or more Units and/or a portion or portions of the Common Areas, as sales and rental models and offices, and for storage and maintenance purposes, provided that Declarant may maintain and utilize one or more of the Units and/or a portion or portions of the Common Areas in the Additional Property (or portion thereof) added to the Project for a three (3) year period of time from the time of the closing of the first sale of a Unit in the property so added to a bona fide purchaser; and (3) one or more Units or a portion thereof, or a portion or portions of the Common Area, may be maintained for use by the Association in fulfilling its responsibilities.

6.2 Owner Maintenance Obligations. Each Owner shall repair and maintain its Unit or Units owned, and all components thereof, and perform cleaning and housekeeping with respect to Limited Common Areas appurtenant to its Unit or Units. Without limiting the generality of the foregoing, an Owner's repair and maintenance obligation shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor. In the event an Owner shall fail to make a repair or perform maintenance required of that Owner, or in the event the need for repair or maintenance of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of an Owner or occupant, or is as a result of the failure of any Owner or its predecessor in title to timely pursue to conclusion a claim under any warranty, express, implied or imposed by law, the Association perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the costs thereof shall constitute a Special Assessment on such Owner's Unit. The determination that such repair or maintenance is necessary, or has been so caused, shall be made by the Board.

6.3 Obstructions of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Board. The Board may direct that any vehicle, equipment or other thing improperly kept in the Common Area be removed, and if it is not removed, the Board may cause it to be removed at the risk and expense of the owner thereof. Nothing shall be altered on,

planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Board.

6.4 Prohibition of Certain Activities; Indemnity. Without the prior written consent of the Board, nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would: (1) result in the cancellation of or increase in the rate of the insurance on the Project or any part thereof; or (2) be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner, licensee, guest, or other occupant, or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof and nothing shall be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in a Unit. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, and scrap shall be kept at all times in such containers (or otherwise screened) and in areas approved by the Board.

6.5 Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds which, from exterior observances, must be white, beige or light wood tone, or as otherwise authorized by the Board) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof. No awning, canopy, shutter or television or citizens band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior or any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior unless authorized by the Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board may adopt.

6.6 Animals/Pets. No animals of any kind shall be raised, bred, or kept in or about the Common Area except in accordance with the rules and regulations governing pets that may be adopted by the Board from time to time. Any approved pet shall be confined, leashed or otherwise controlled at all times when outside any Unit, and no pets shall be left alone in the Common Area. No Owner shall permit any pet to be a nuisance, which includes but is not limited to excessive barking, biting or growling, and an Owner shall immediately remove such Owner's pet waste from public or private property including the Common Area. The Board may adopt, amend or repeal the Community Policies and Guidelines from time to time governing pets or animals as provided in this Declaration.

6.7 Signs. No signs of any kind, including, without limitation, "for sale" and "open house" signs or commercial signs, shall be displayed on or from any portion of the Property without the consent of the Board; provided, however, that an Owner may display one "for sale" or "for rent" sign of professional appearance in the Common Area with dimensions no greater than 18 inches by 24 inches. Notwithstanding the foregoing, Declarant shall have the right to display "for sale" or "for rent" signs on the Property.

6.8 Rules and Regulations. No Owner, or an Owner's lessee, occupant or invitee, shall violate the Community Policies and Guidelines as defined in Section 7.4.1.4.

6.9 Renting and Leasing Not Permitted. In order to maintain the character of the Project as a housing community for owner-occupants, no Unit or part thereof may be leased or rented; provided, however, such restriction shall not be applicable to: (1) an institutional first mortgagee, insurer, guarantor which takes title to a Unit by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Unit of that institutional first mortgagee, insurer, guarantor or purchaser, to rent the Unit(s) so acquired, or (2) Declarant, or Declarant's assignee who becomes a successor developer for the Project. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (1) rental under which occupants are provided customary hotel services such as room service, laundry service and similar services; or (2) rental to roomers or boarders, defined as rental to one or more persons of a portion of a Unit only. In cases of extreme hardship, including but not limited to disability, job loss, temporary job relocation, military service, divorce, etc., the Association may, in its sole discretion, make an exception to the rental restriction and temporarily authorize an Owner to lease its Unit. The Association may also, in its sole discretion, waive the rental restriction for tenants who are immediate family members such as a parent or child.

6.10 Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable structure type, size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

6.11 Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas or Limited Common Areas, which may impair the structural integrity of any improvement.

6.12 Architectural Control. No building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Project, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Areas unless approved in writing by the Board or its designated representative or representatives, in its or their sole discretion, or unless the same is authorized by existing Community Policies and Guidelines. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Owner and its successors and assigns.

ARTICLE 7. ASSOCIATION OF UNIT OWNERS.

7.1 Creation. The Association shall be organized by the Declarant and operated in accordance with the Condominium Documents to carry out and enforce the restrictions set forth in this Declaration.

7.1.1 Membership. Every Owner shall be required to be a member of the Association. There shall be one membership in the Association for each Unit. No person or entity other than an Owner may be a Member of the Association, and the Articles and/or Bylaws of the Association shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Condominium or portion thereof. Provided, however, that the rights of membership may be assigned to an Eligible Mortgagee as further security for a loan secured by a lien on a Condominium or to any person or organization that has assumed by contract, or otherwise, liability for paying assessments of any Owner.

7.2 Voting Rights in the Association; Transition Date. Except as otherwise provided in this Declaration or the Association's Articles and Bylaws, a matter submitted to a vote of the Members shall be deemed approved if the number of votes in favor of such matter exceed those against such matter. As provided in the Association's Articles, the Association shall have two (2) classes of voting membership:

7.2.1 Class A Membership. Class A Members shall be all Owners, with the exception of the Declarant until Declarant's Class B membership has been converted to a Class A Membership pursuant to this Declaration. Each Class A Member shall be entitled to one (1) vote for each Unit in which it holds the interest required for membership in the Association. When more than one (1) person holds such interest in any Condominium, all such persons shall be Members, but all such persons shall be entitled to a single vote with respect to such Unit and in no event shall the vote cast with respect to any Unit be split.

7.2.2 Class B Membership. Class B Member(s) shall be Declarant, its successors and assigns. Each Class B Member shall be entitled to the number of votes that is equal to three (3) votes for each Unit in which it holds the interest required for membership in the Association. The Declarant's Class B Membership shall convert to a Class A Membership upon the earlier of (1) the date designated by Declarant in a written notice to the Unit Owners, which date may, at Declarant's election, be any date following the Transition Date; or (2) one calendar year after Declarant has closed sales to bona fide purchasers of Units representing more than three-fourths (3/4) of the total number of Units in the Project (as the same may be increased pursuant to Article 13).

Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the full power and authority to exercise all of the rights, duties and functions of the Association until the Transition Date.

7.3 Transfer of Rights. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein and no such transfer or assignment shall revoke or change any of the rights or obligations of any Owners as set forth herein.

7.4 Powers and Duties of the Association.

7.4.1 Powers. The Association shall have all the powers of a non-profit corporation organized under the general non-profit 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 Condominium Documents as the same may be amended from time to time, and is hereby designated the "Management Body" as provided in the Condominium Act. The Association, functioning through the Board, shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under the Condominium Documents and necessary or proper for, or incidental to the proper management, operation and administration of the Project, including, without limitation:

7.4.1.1 Assessments. The power to levy Assessments on the Owners of Condominiums and to require payment of such Assessments.

7.4.1.2 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 or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Condominium Documents, including the Community Policies and Guidelines as defined herein and adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

7.4.1.3 Delegation of Powers. The authority to delegate its powers and duties to committees, officers, employees, or to any person, firm or corporation to act as the Management Body, and specifically the authority to delegate its powers and duties to a management firm pursuant to a management agreement; provided, however, that any delegation of the Association's powers and duties may be revoked upon thirty (30) days written notice to such management firm. Neither the Association nor the members of the Board shall be liable for any omission or improper exercise by any person or entity to whom any such duty or power has been delegated.

7.4.1.4 Community Policies and Guidelines. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Board deems reasonable (the "Community Policies and Guidelines") including fees and/or fines for violation of the Condominium Documents and the Community Policies and Guidelines. The Association shall govern the use of the Units, Common Areas and Limited Common Areas by the Owners, their invitees, licensees, lessees, occupants, and contract purchasers of Owners, it being understood that the Community Policies and Guidelines shall apply equally to all Owners and shall not be inconsistent with the Condominium Documents. A copy of the Community Policies and Guidelines 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, said Community Policies and Guidelines shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between any such Community Policies and Guidelines and any other provision of the Condominium Documents, the provisions of the Community Policies and Guidelines shall be deemed to be superseded by the provisions of the Condominium Documents to the extent of any such inconsistency.

7.4.1.5 Emergency Powers. The power to enter upon any Unit and take any corrective action as necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of this Declaration or Community Policies and Guidelines, or in the event of any emergency involving illness or potential danger to life or property. Such entry shall be made with as little inconvenience to the Owners as

practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein.

7.4.1.6 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 Project and for the preservation of health, safety, convenience and welfare of all the Owners, for the purpose of constructing, erecting, operating or maintaining:

7.4.1.6.1 Underground lines, cable wires, conduits or other devices for the transmission of electricity for lighting, heating, power, telephone, television, other utility services and above-ground lighting structures, meters and other facilities associated with the provision of lighting and services.

7.4.1.6.2 Sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.

7.4.1.7 Miscellaneous Services. The power to obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each Condominium (subject to reimbursement by the respective Owner for such services as an Assessment), and may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of the Condominium Documents.

7.4.1.8 Property for Common Use. The power to acquire and hold for the use and benefit of all of the Owners, or for the benefit of only those Owners within a particular Condominium, tangible and intangible personal property and real property. The beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Area. The Association may dispose of such property by sale or otherwise. Such interest shall not be transferable except with the transfer of a Condominium. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners.

7.4.1.9 Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Declaration, the Condominium Documents or by law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

7.4.2 Duties of the Association. In addition to the power delegated to it by the Condominium Documents, the Association or its agents shall have the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

7.4.2.1 Operation and Maintenance of Common Area and Limited Common Area. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Areas, including the Limited Common Areas, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, drives, parking areas, fireplace brick chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Areas, including the Limited Common Areas, and that do not constitute part of a Unit, provided that the Association shall not be responsible for the cleaning and housekeeping of Limited Common Areas or components thereof. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements that are a part of the Common Areas, including the Limited Common Areas. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, the Association shall not have a responsibility to repair or maintain any Unit, or component thereof, of personal property within a Unit. Without limiting the foregoing, the Association shall be responsible for the operation and maintenance of the storm drainage facilities as constructed within the Common Areas (and as illustrated on Exhibit F, attached hereto and made a part hereof).

7.4.2.2 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied: (a) against the Common Area owned and managed by the Association, if any; and (b) against the Association and any property owned by the Association. All such taxes shall be paid or a bond insuring payment posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

7.4.2.3 Water and Other Utilities. Acquire, provide and/or pay for water, pressurized irrigation system water and maintenance, storm drainage system maintenance, sewer, garbage, disposal, refuse and rubbish collection and other necessary services for the Common Area and Units.

7.4.2.4 Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the policies of insurance described in Article 10 hereof.

7.5 Maintenance of Records and Right of Inspection. The Association shall keep and maintain at its principal place of business, current copies of the Condominium Documents, any rules and regulations applicable to the Property and its books, records and financial statements. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Owner at the Owner's expense, or by such Owner's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Owner's interest as an Owner at the office of the Association or at such other place as the Board shall prescribe. No Owner or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Owner.

7.6 Registered Agent and Office for Association. Michael D. Dixon, whose address is 6855 W. Fairview Avenue, Suite 100, Boise, ID 83704, is hereby designated as the registered agent of the Association to receive service of process for the purposes provided in the Condominium Act. The Board may at any time designate a different agent for such purpose pursuant to the Condominium Act.

ARTICLE 8. ASSESSMENTS.

8.1 Covenants to Pay Assessments. By acceptance of a deed to any Condominium, each Owner of such Condominium thereby covenants and agrees to pay when due all Assessments or charges made by the Association against such Owner pursuant to the provisions of this Article 8 and this Declaration. The due date, manner and method of payment shall be as set forth in this Declaration or as established by the Board from time to time.

8.2 Uniform Levy of Assessment. All Owners shall be responsible for Regular Assessments and Special Assessments levied by the Association, which Assessments shall be levied by the Association at a uniform rate, in accordance with sound accounting and management principles, consistently applied.

8.3 Assessment Constitutes Lien. The 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 Condominium against which each such Assessment or charge is made.

8.4 Assessment is Personal Obligation. Each of the Assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property at the time such Assessments fall due. Notwithstanding the foregoing, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of grant or conveyance without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

8.5 Regular Assessments.

8.5.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs as provided in the Condominium Documents, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area or furnishing utility services, including water and sewer, and other common services to each Unit, any deficit remaining from previous periods, a management contingency reserve, 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 the Association that must be replaced and maintained on a regular basis (collectively the "Expenses"). Declarant and/or the Association reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium shall be fully responsible for the costs of providing utilities for the Owner's individual use.

8.5.2 Computation of Regular Assessments. Unless otherwise determined by the Board, the Board shall compute and forecast the amount of its Expenses and Regular Assessments on an annual basis. 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 the Association. Notwithstanding the foregoing, the computation of Regular Assessments shall be completed in good faith and shall be valid upon completion. The computation of the Regular Assessments for the period from the recordation of this Declaration until the beginning of the next fiscal year shall be reduced by an amount that fairly reflects the fact that such period was less than one year.

8.6 Special Assessments. In addition to the Regular Assessments authorized above, the Association acting through the Board may levy Special Assessments for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, or repair of the Common Area or replacement of a capital improvement in the Common Area or for which the Association is responsible, including, without limitation, fixtures and personal property related thereto. Special Assessments shall be levied on the same basis as Regular Assessments and shall be subject to the limitations contained in this Article 8; provided, however, that such limitations shall not apply to Special Assessments levied by the Board for expenses incurred in bringing an Owner or Owner's Unit into compliance with the provisions of the Condominium Documents.

8.7 Limited Assessments. The Association acting through the Board may levy against any Owner a Limited Assessment equal to the costs and expenses incurred by the Association, including legal and management fees for the construction, installation, maintenance, repair and replacement of Common Area and equipment and facilities located thereon, including any corrective action necessitated due to damage by the negligent acts of an Owner, or any person or entity occupying a Condominium with the Owner's consent, either express or implied, or for costs incurred in bringing the Owner's Condominium into compliance with the provisions of the Condominium Documents. A Limited Assessment may also be levied against any Owner whose Unit incurs a material and substantially disproportionate percentage of the expenses associated with water and sewer services or other utilities.

8.8 Notice and Assessment Due Date. Unless the Board establishes a different schedule for the payment of Regular Assessments, the Regular Assessment shall be paid in monthly installments. Each Regular Assessment shall become delinquent unless paid upon the earlier of: (1) the tenth (10th) of the month, without prior notice or demand from the Association, so long as Regular Assessments are paid monthly; or (2) seven (7) days from the Association's notice to an Owner. Each Special Assessment shall become delinquent unless paid within ten (10) days after the Association's delivery of notice thereof to an Owner. There shall accrue, with each delinquent payment a single late charge of ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at the lesser of (1) twelve percent (12%) per annum or (2) the maximum rate allowed by law calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against any delinquent Owner and may foreclose the lien against such Owner's Condominium as more fully provided herein.

8.9 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 Declaration, and further stating the dates to which any Regular and Special Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Owner's Condominium. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

ARTICLE 9. ENFORCEMENT OF ASSESSMENTS; LIENS.

9.1 Right to Enforce. The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon, pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, 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 Declaration, each Owner agrees to pay reasonable attorneys' fees and costs or collection agency fees, including the costs and expenses for any lien releases, 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 Section to enforce the liens created pursuant to this Section. 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 Condominium to secure payment of any and all Assessments levied against such Condominium pursuant to this 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 Declaration shall constitute a lien on such respective Condominium upon recordation of a notice of assessment with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of assessment except for tax liens for real property taxes on any Condominium and any assessment on any Condominium in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

9.2.2 Notice of Assessment. Upon default of any Owner in the payment of any Assessments issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a notice of assessment. The notice shall state the amount of such assessment and other authorized charges (including the cost of recording such notice), a sufficient description of the Condominium against which the same have been assessed, and the name of the record Owner thereof. Each assessment shall constitute a separate basis for a notice of assessment, but any number of assessments may be included within a single notice. Upon payment to the Association of such assessment and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the

satisfaction and the release of the lien thereof. 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, 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 in deeds of trust or any other manner 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. No action may be brought to foreclose the lien created by recordation of the notice of assessment, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such notice of assessment has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner described in such notice of assessment, and to the person in possession of such Condominium(s) and a copy thereof is recorded by the Association in the Ada County Recorder's Office.

9.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Condominium shall not be subordinate to the lien of any mortgage or deed of trust except the lien of an Eligible Mortgagee given and made in good faith and for value that is of record as an encumbrance against such Condominium prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section with respect to an Eligible Mortgagee who acquires title to a Condominium, the sale or transfer of any Condominium shall affect neither the Assessments lien provided for herein, nor the creation thereof by the recordation of a notice of assessment, 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 Declaration.

9.6 Rights of Eligible Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of an Eligible Mortgagee upon a Condominium made in good faith and for value, and recorded prior to the recordation of such amendment.

ARTICLE 10. INSURANCE.

10.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by reputable companies duly authorized to do business in Idaho. The provisions of this Section shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

10.1.1 Casualty Insurance. The Association shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Areas, Limited common Areas, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily covered with respect to project similar in construction, location and use,

including all perils normally covered by the standard "all risk" endorsement, where such is available, issued in the locate of the Project, or, if the policy does not include an "all risk" endorsement, a policy that includes "broad form" covered causes of loss, in amounts at all times sufficient to prevent the Owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage.

10.1.2 Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Project.

10.1.3 Workers Compensation and Employer's Liability Insurance. The Association shall purchase workers compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

10.1.4 Fidelity Insurance; Director and Officer. The Association shall purchase in such amounts and in such forms as it shall deem appropriate coverage against liability of its officers and directors, dishonesty of employees, destruction or disappearance of money or securities, and forgery.

10.1.5 Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

10.2 Form. Each policy shall provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days' prior written notice is first given to each Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Public liability and property damage insurance shall name Declarant and the Association as the insured, with the Association as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Common Areas.

10.3 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Section and as provided in Article 11 hereof.

10.4 Owner's Own Insurance. Any Owner or occupant may obtain and maintain in force such insurance in addition to that provided by the Association pursuant to this Declaration as that Owner or occupant may determine, subject to the provisions hereof, and provided that no Owner or occupant may at any time purchase individual policies of insurance against loss covered by the insurance to be maintained by the Association pursuant to this Declaration. In the event any Owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss or proceeds.

ARTICLE 11. CASUALTY, DAMAGE OR DESTRUCTION.

11.1 Affects Title. Title to each Condominium is hereby made subject to the restrictions set forth in this Declaration, as amended from time to time, which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires a Condominium.

11.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Board their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with their respective share of the Common Area's damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

11.3 General Authority of Association. As attorney-in-fact, the Board shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted.

11.4 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Common Area, the Board shall obtain estimates that it deems reliable of the costs of repair or reconstruction of that part of the Common Area damaged or destroyed.

11.5 Repair or Reconstruction. As soon as practicable after receiving estimates under Section 11.4, the Board shall diligently pursue to completion the repair or reconstruction of that part of the Common Area damaged or destroyed. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Common Area or may be in accordance with any other plans and specifications the Association may approve.

11.6 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Board, pursuant to Section 8.6 hereof, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special Assessments shall be allocated and collected as provided in that Section. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

11.7 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided in Section 11.6 constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Board under Section 11.6 of this Declaration.

ARTICLE 12. CONDEMNATION.

12.1 Consequences of Condemnation. If at any time or times during the continuance of condominium ownership of the Property created by this Declaration, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

12.2 Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

12.3 Taking. The total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners in the same proportions as their shares of the Common Area as provided in this Declaration.

12.4 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 11.6 above.

ARTICLE 13. EXPANSION.

13.1 Reservation of Expansion Option. Declarant expressly reserves the option to expand the Project, in accordance with this Article 13.

13.2 Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Project shall expire and terminate at the end of seven (7) years from the date this Declaration is recorded.

13.3 Legal Description. A legal description, by metes and bounds, of all of the land that, through the exercise of Declarant's option, may be added to the Project by submission to the Condominium Act is attached hereto as Schedule 1 and referred to herein as the "Additional Property."

13.4 Time for Adding Additional Property. Portions of the Additional Property may be added to the Project from time to time, and at different times, within the time limits for expansion set forth in this Article 13.

13.5 Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Project will be consistent and compatible with the structures then on the Project in terms of structure type, quality of construction, the principal materials to be used, an architectural style, and design. Compatible style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is

compatible with those then on the Project. Design shall not be deemed to be incompatible because of changes in the number or type of dwelling units in a building, variances in setbacks or locations of structures in relation to other improvements or minor changes to finish detail

13.6 Limited Common Areas. Declarant reserves the right to all or any portion of the Additional Property added to the Project to create Limited Common Areas therein of substantially the same type and size as those areas now so designated as such on the Project.

13.7 Amenity Facilities. Declarant reserves the right to add to the Project, from the Additional Property, as Common Areas, an outdoor swimming pool of size approximately 18 feet by 26 feet, and a community building containing approximately 1,800 square feet. Declarant shall not be obligated, however, to add such amenity facilities to the Project.

13.8 Procedures for Expansion. All of any portion of the Additional Property shall be added to the Project by the execution and recording in the real property records of Ada County, Idaho, by the Declarant, or its successors, as owner of the portion added and as assignee of the right to expand the Project, of an amendment to this Declaration that contains the information required with respect to the Additional Property required by the Condominium Act.

13.9 Effect of Expansion. Upon the recording of an amendment to this Declaration adding all or any portion of the Additional Property to the Project: (1) the added portion shall thereafter be subject to and benefited by all of the terms and provisions of this Declaration; (2) the Owners of Units in the added portion shall thereupon become Members, to the same extent, with the same effect, subject to the same obligations and imbued with the same rights, as all other Members; and (3) the undivided interests of Units in the Common Areas, as so expanded, so be reallocated on the basis of square footage of one Unit in proportion to the total square footage of all of the Units.

ARTICLE 14. AMENDMENTS.

14.1 By Declarant. Except as otherwise provided in this Declaration, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated (collectively, "Amendment") by Declarant by recordation of a written instrument in the real property records of Ada County, Idaho setting forth such Amendment until the closing by Declarant of the first sale of a Unit to a bona fide purchaser. Notwithstanding the foregoing, Declarant shall not make any Amendment to those terms and conditions contained in this Declaration that are required by the City of Boise as conditions of approval of the Project, without the prior written consent of the City of Boise.

14.2 By Members. Except as otherwise provided in this Declaration, after the closing by Declarant of the first sale of a Unit to a bona fide purchaser, any Amendment to this Declaration, other than to Article 14, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such Amendment has been approved by the vote or written consent of Members representing more than two-thirds (2/3) of the total votes which may be cast by all of the Members, except where a greater percentage is required by express provision in this Declaration, and such Amendment shall be effective upon its recordation in the real property records of Ada County, Idaho. Any Amendment to Article 14 shall require the vote or written consent of Owners holding eighty-five percent (85%) of the total votes which may be cast by all of the Members.

14.3 Effect of Amendment. Any Amendment of this Declaration approved in the manner specified above and recorded in the real property records of Ada County, Idaho shall be binding on and effective as to all Owners notwithstanding that such Owners may not have voted for or consented to such Amendment. Such Amendment may add to and increase the restrictions applicable to the Project but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Condominium which existed prior to the said amendment.

14.4 Amendments to Plat. Notwithstanding anything to the contrary contained in this Declaration, any amendment to the Plat for the Project, or any amendment to this Declaration that serves to alter the Plat for the Project, shall be subject to the prior review and approval of the Ada County Surveyor's office.

ARTICLE 15. MORTGAGEE PROTECTION.

Upon written request to the Association from an Eligible Mortgagee, such Eligible Mortgagee shall be entitled to notice of the following: (1) any condemnation or casualty loss that affects either a material portion of a building or a Unit encumbered by such Eligible Mortgagee; (2) any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit encumbered by such Eligible Mortgagee; (3) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (4) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees under this Declaration.

ARTICLE 16. LIMITATION OF LIABILITY.

16.1 No Liability. Except to the extent covered by insurance obtained by the Board, neither the Association nor the Board (nor the Declarant or Declarant's managing agent) shall be liable for: (1) the failure of any utility or other service to be obtained and paid for by the Board; (2) injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust or sand which may lead or flow from outside or from any parts of the buildings or from any of their pipes, drains, conduits, appliances or equipment, or from any other place; or (3) inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

16.2 No Personal Liability. To the fullest extent permitted by law, so long as a Board member, Association committee member, Association officer, Declarant or the managing agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be liable to any Unit Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error or negligence of such person.

ARTICLE 17. INDEMNIFICATION.

Each Board member, Association committee member and Association officer, the Declarant and the managing agent shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with

any proceeding to which he or she may be a party, or in which he may become involved, by reason of holding or having held such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 18. MISCELLANEOUS.

18.1 Enforcement and Non-Waiver.

18.1.1 Right of Enforcement. Except as otherwise provided herein, any Owner or the Association shall have the right to enforce any or all of the provisions of this Declaration against the Owners or the Association.

18.1.2 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.

18.2 Registration of Mailing Address. Each Owner shall register such Owner's mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands to be served on Eligible Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Eligible Mortgagee at such address as the Eligible Mortgagee may have furnished to the Association in writing. Unless the Eligible Mortgagee furnishes the Association with such address, the Eligible Mortgagee shall not be entitled to receive any of the notices provided for in this Declaration. Any notice referred to in this section shall be deemed given when deposited in the United States mail in the form provided for herein.

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

18.3.1 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 Project as set forth in this Declaration.

18.3.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 18.3.1, each of the provisions of this 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 or any other provision herein.

18.3.3 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 include the masculine, feminine and neuter.

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

18.4 Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased, rented or entered a contract of sale of his interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after the Owner conveys such Condominium.

18.5 Attorney Fees; Remedies. In the event of any demand, proceeding, action or suit based upon or arising out of any alleged breach by any party of any covenant, condition, restriction or term contained in this Declaration, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs of such demand, proceeding, action or suit from the other party. All rights and remedies of each of the parties under this Declaration shall be cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of any other right or remedy available under this Declaration or applicable law.

[end of text]

This Declaration is executed effective this 3 day of AUGUST, 2007.

DECLARANT:

The Orchards at Cloverdale, LLC, an Idaho limited liability company

By: The Orchards, LLC, an Idaho limited liability company, its sole and managing member

By: [Signature]
Michael D. Dixon, Manager

STATE OF IDAHO)
):ss
County of Ada)

On this 3 day of August, 2007, before me the undersigned, a Notary Public in and for said State, personally appeared Michael D. Dixon, known or identified to me known or identified to me to be the manager of The Orchards, LLC, the sole and managing member of The Orchards at Cloverdale, LLC, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability 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.



[Signature]
Notary Public
Residing at Meridian, Idaho
Commission Expires 4/13/2013

CERTIFICATE OF CONSENT OF HOLDER OF RECORDED SECURITY INTEREST

The undersigned, as a holder of a security interest recorded against the property described herein, hereby consent to the filing of the Condominium Declaration and Covenants, Conditions, and Restrictions for The Lifestyle Condominiums (to which this certificate is attached) and a condominium survey map or plat in connection with the real property described in Exhibit A attached to said Declaration, and filings to be made pursuant to the Condominium Property Act, Title 55, Chapter 15, Idaho Code.

DATED this 13th day of August, 2007.

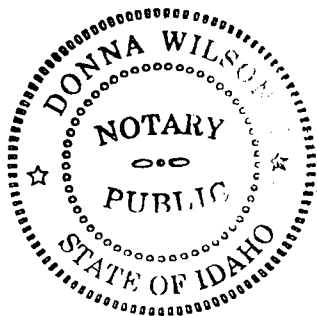
U.S. Bank National Association


By: 
Rob R. Perez, Senior Vice President

STATE OF IDAHO)
):ss
County of Ada)

On this 13th day of August, 2007, before me the undersigned, a Notary Public in and for said State, personally appeared Rob R. Perez, known or identified to me known to be the Senior Vice President of U.S. Bank National Association, the national association that executed the instrument or the person who executed the instrument on behalf of said national association, and acknowledged to me that such national association 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
Residing at Boise, Idaho
Commission Expires 7.23.2011

ACCEPTANCE OF AGENT DESIGNATED TO RECEIVE SERVICE OF PROCESS

Pursuant to Idaho Code, Section 55-1512, the undersigned, Michael D. Dixon, hereby accepts designation as the agent to receive service of process in any action relating to the common areas and facilities of Orchards at Cloverdale Condominium Association, Inc., in accordance with the provisions of the Condominium Declaration and Covenants, Conditions, and Restrictions for The Lifestyle Condominiums (to which this certificate is attached).

DATED this 3 day of AUGUST, 2007.



Michael D. Dixon

STATE OF IDAHO)
):ss
County of Ada)

On this 3 day of August, 2007, before me the undersigned, a Notary Public in and for said State, personally appeared Michael D. Dixon, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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
Residing at Meridian, Idaho
Commission Expires 4/13/2013

EXHIBIT A

Legal Description of Property

A tract of land situated in Lot 4, Block 1 of Lifestyle Subdivision (a recorded subdivision on file in book 99 at pages 12,615 through 12,618, records of Ada county, Idaho) located in the West One Half of U.S. Government Lot 4 of Section 3, Township 3 North, Range 1 East, Boise Meridian, City of Boise, Ada county, Idaho, described as follows:

Commencing at a found brass cap monumenting the Northwest corner of said Section 3 on the centerline of North Cloverdale Road, thence following the westerly line of said U.S. Government Lot 4 and the centerline of said North Cloverdale Road,
South $00^{\circ}29'17''$ West a distance of 266.81 feet to a point, from which a found 5/8-inch steel pin monumenting the Southwest corner of said U.S. Government Lot 4 bears
South $00^{\circ}29'17''$ West a distance of 1,017.57 feet;
Thence leaving said westerly line and said centerline, South $89^{\circ}30'43''$ East a distance of 54.00 feet to a found 5/8-inch steel pin monumenting the Northwest corner of Lot 4, Block 1 of said Lifestyle Subdivision being the POINT OF BEGINNING.

Thence following the northerly line of said lot 4 the following three courses:

South $89^{\circ}42'47''$ East a distance of 466.60 feet to a found 5/8-inch steel pin;
North $00^{\circ}41'14''$ East a distance of 67.75 feet to a found 5/8-inch steel pin;
South $89^{\circ}42'47''$ East a distance of 141.00 feet to a found 5/8-inch steel pin monumenting the Northeast corner of said Lot 4 on the westerly line of Planet Subdivision No. 2;

Thence leaving said northerly line and following the easterly line of said Lot 4 and said westerly line of Planet Subdivision No. 2,

South $00^{\circ}39'34''$ West a distance of 1,085.79 feet to a found 5/8-inch steel pin monumenting the Southeast corner of said Lot 4;

Thence leaving said easterly and westerly lines and following the southerly line of said Lot 4, North $89^{\circ}39'27''$ West a distance of 613.59 feet to a found 5/8-inch steel pin monumenting the Southwest corner of said Lot 4 on the easterly right-of-way line of said North Cloverdale Road;

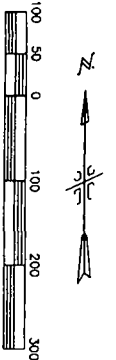
Thence leaving said southerly line and following the westerly line of said Lot 4 and the easterly right-of-way line of said North Cloverdale Road the following three courses:

North $00^{\circ}29'17''$ East a distance of 834.28 feet to a found 5/8-inch steel pin;
North $05^{\circ}12'42''$ East a distance of 109.31 feet to a found 5/8-inch steel pin;
North $00^{\circ}29'17''$ East a distance of 74.23 feet to the
POINT OF BEGINING.

The above described tract of land contains 14.56 acres, more or less, subject to all existing easements and rights-of-way.

EXHIBIT B

Plat



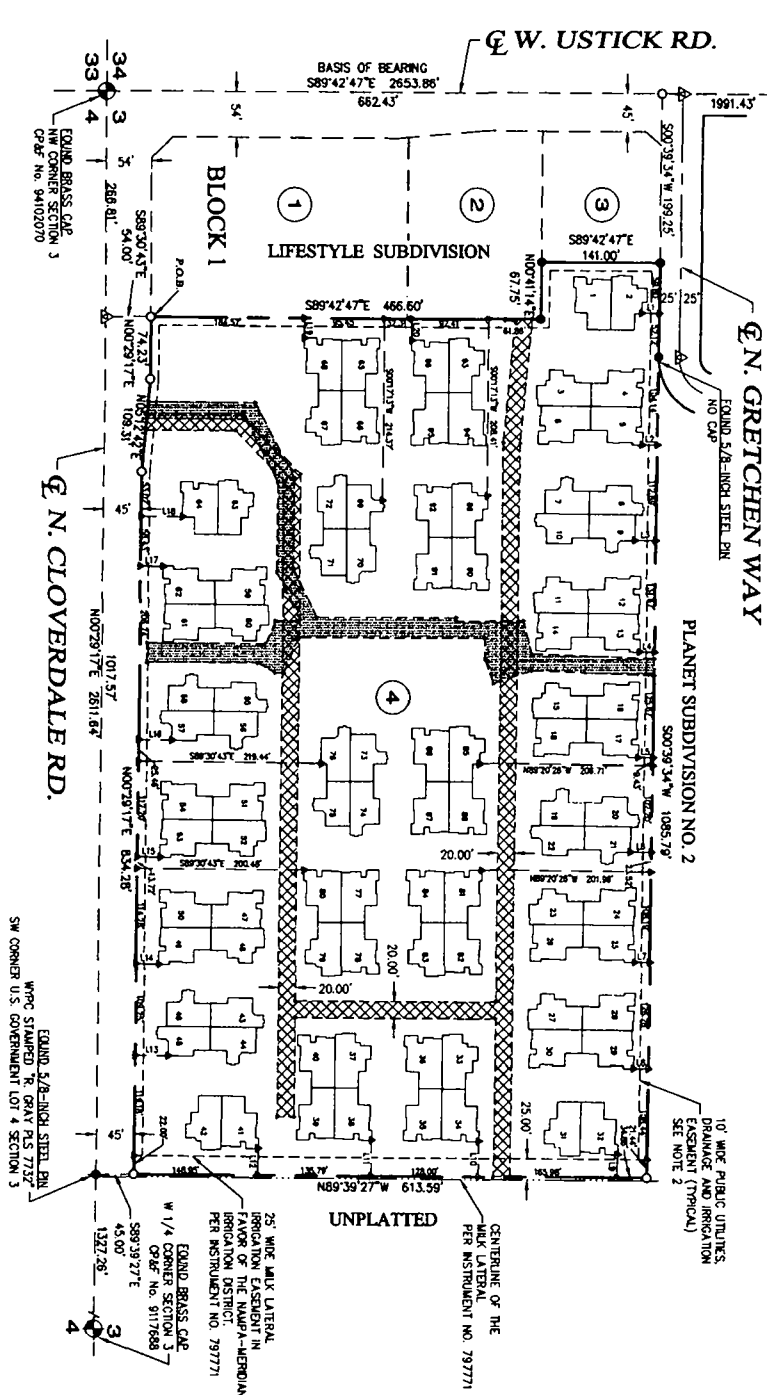
Scale in Feet

Plat Showing LIFESTYLE CONDOMINIUMS

Situated in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2007

- ### Legend
- ▲ CALCULATED CORNER, NOTHING FOUND OR SET
 - CALCULATED BUILDING CORNER, NOTHING FOUND OR SET
 - FOUND BRASS CAP
 - FOUND 5/8" WPC STAMPED "HME 5617" OR MARKED AS SHOWN
 - P.O.B. POINT OF BEGINNING
 - W/PC WITH YELLOW PLASTIC CAP
 - W/PC WITH MAROON PLASTIC CAP
 - BOUNDARY LINE
 - EXISTING LOT LINE
 - SECTION LINE
 - EXISTING STREET CENTERLINE
 - PLANET SUBDIVISION LOT NUMBER

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	11.72	S89°20'27"W	L12	32.00	N00°01'43"E
L2	11.72	S89°20'27"W	L13	32.00	N00°01'43"E
L3	11.72	S89°20'27"W	L14	32.00	N00°01'43"E
L4	11.72	S89°20'27"W	L15	32.00	N00°01'43"E
L5	11.72	S89°20'27"W	L16	32.00	N00°01'43"E
L6	11.72	S89°20'27"W	L17	32.00	N00°01'43"E
L7	11.72	S89°20'27"W	L18	32.00	N00°01'43"E
L8	11.72	S89°20'27"W	L19	32.00	N00°01'43"E
L9	11.72	S89°20'27"W	L20	32.00	N00°01'43"E



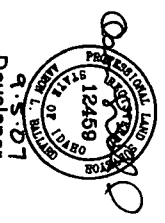
Easement Legend

UNITED WATER IDAHO WATERLINE EASEMENT-SEE LIFESTYLE SUBDIVISION, BOOK 99 PAGES 12615 THROUGH 12618, RECORDS OF ADA COUNTY, IDAHO
ACID STORM DRAIN EASEMENT-SEE LIFESTYLE SUBDIVISION, BOOK 99 PAGES 12615 THROUGH 12618 RECORDS OF ADA COUNTY, IDAHO

- ### Notes
1. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE BOISE CITY ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED BY OUP 05-00122. ALL LOT AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE BOISE CITY ZONING ORDINANCE (OR AS SPECIFICALLY APPROVED BY OUP 05-00122).
 2. A 10 FOOT W/PC PERMANENT EASEMENT FOR PUBLIC UTILITIES DRAINAGE AND IRRIGATION SHALL BE SHOWN IN BOOK 99 PAGES 12615 THROUGH 12618 RECORDS OF ADA COUNTY, IDAHO.
 3. THIS PROJECT IS SUBJECT TO AN IDAHO POWER COMPANY EASEMENT RECORDED AS INSTRUMENT NO. 106182523, RECORDS OF ADA COUNTY, IDAHO. THIS PROJECT SHALL HAVE A BLANKET EASEMENT FOR PUBLIC UTILITY "POINT BEFORE" INSTALLATION. HOWEVER, THIS EASEMENT SHALL NOT PRECLUDE THE PROPER CONSTRUCTION OF HARD SURFACES SUCH AS ROWWAYS, DRIVEWAYS, SIDEWALKS OR BUILDING STRUCTURES. THIS EASEMENT SHALL ALSO NOT PRECLUDE FUTURE CONSTRUCTION OF PUBLIC UTILITIES SUCH AS SEWER, WATER, FRESHER AIRBORNE OR STORM WATER TREATMENT FACILITIES.
 4. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY OUP-0122.
 5. PER ARTICLE 14.4 OF CONDOMINIUM DECLARATIONS, AMENDMENTS TO DEAL NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS DECLARATION, ANY AMENDMENT TO THE PLAN FOR THE PROJECT OR ANY INSTRUMENT THAT SERVES TO ALTER OR CHANGE THE PLAN OR THE PROJECT SHALL BE SUBJECT TO THE PRIOR REVIEW AND APPROVAL OF THE ADA COUNTY SURVEYOR'S OFFICE.
 6. COMMON AREA SHALL BE OWNED IN COMMON BY ALL OWNERS OF THE CONDOMINIUM AND NO OWNER MAY BRING ANY ACTION FOR PARTITION THEREOF. EACH OWNER SHALL HAVE THE NON-EXCLUSIVE RIGHT TO USE AND ENJOY THE COMMON AREA MANAGEMENT AND MAINTENANCE OF THE COMMON AREA WILL BE THE RESPONSIBILITY OF THE CONDOMINIUM ASSOCIATION.
 7. BUILDING SURVEY TIES AS SHOWN ARE TO INTERIOR CORNERS OF THE UNITS.
 8. THE UNIT SHALL BE DEFINED AS SET FORTH IN THE CONDOMINIUM DECLARATION FOR LIFESTYLE CONDOMINIUMS TO BE RECORDED IN THE OFFICE OF THE ADA COUNTY RECORDER.
 9. FOR INFORMATION CONCERNING THE USER'S RESPONSIBILITIES MAINTENANCE AND RELATIONS OF THE UNIT AND COMMON AREA UNITS LIMITED COMMON AREA AND COMMON/BISS ACCESS, INGRESS, EGRESS AND PARKING EASEMENTS, SEE THE CONDOMINIUM DECLARATION AS FILED FOR RECORD AT THE ADA COUNTY RECORDER'S OFFICE PER INSTRUMENT NO. 106182523.
 10. THE PHYSICAL BOUNDARIES OF THE UNITS ARE DEFINED IN ARTICLE 2.20 OF THE CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LIFESTYLE CONDOMINIUMS. IN INTERFERING WITH THE BOUNDARIES OF THE UNITS OR PLAYS AND VIOLATES THE EXISTING PHYSICAL BOUNDARIES OF THE UNITS, THE USER SHALL BE CONSIDERED TO BE IN VIOLATION OF THE DECLARATION, PLAN OR PLATS, OR DEED REGARDLESS OF WHETHER OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF WHETHER OR LATERAL MOVEMENT OF THE BUILDING AND DECLARATION, PLAN OR PLATS, OR DEED, AND THE ACTUAL BOUNDARIES OF UNITS IN THE BUILDING.
 11. THIS PLAT IS SUBJECT TO SIDEWALK EASEMENTS RECORDED AS INSTRUMENT NO. 107025559 AND 107025560, RECORDS OF ADA COUNTY, IDAHO.
 12. ALL UNIT ANGLES ARE 90° UNLESS SPECIFIED OTHERWISE.

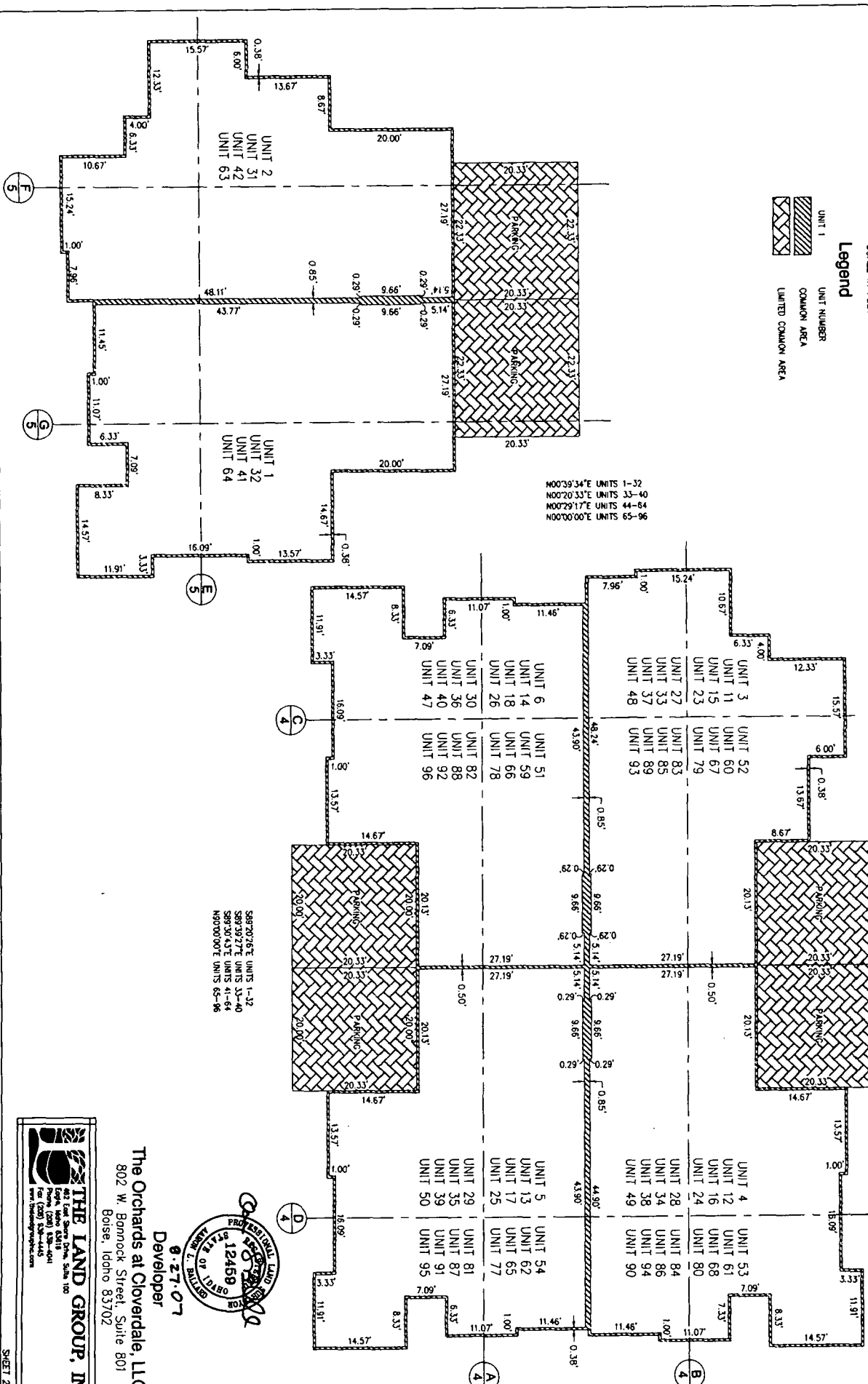
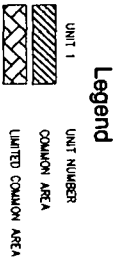
75' W/PC MILK LATERAL IRRIGATION EASEMENT IN FAVOR OF THE W/PC-A-MERIDIAN IRRIGATION DISTRICT PER INSTRUMENT NO. 797771
EQUINOX BRASS CAP NW CORNER SECTION 3
ORDER No. 9177688
589°39'27"E
45.00'
1327.36'

The Orchards at Cloverdale, LLC
802 W. Barnock Street, Suite 801
Boise, Idaho 83702



LIFESTYLE CONDOMINIUMS

Plat Showing
 Situated in Lot 4, Block 1 of Lifestyle Subdivision,
 Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
 Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
 2007



N00°39'34"E UNITS 1-32
 N00°20'33"E UNITS 33-40
 N00°29'15"E UNITS 41-64
 N00°00'00"E UNITS 65-96

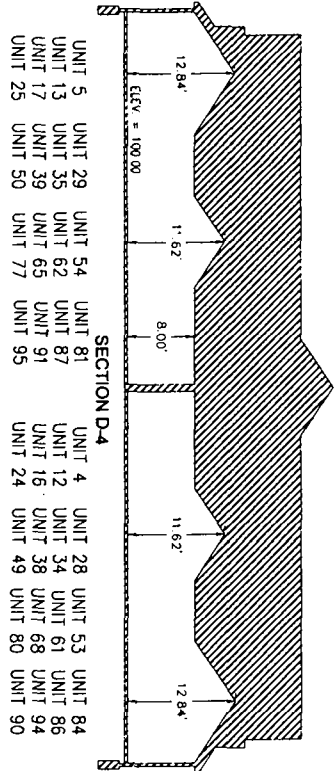
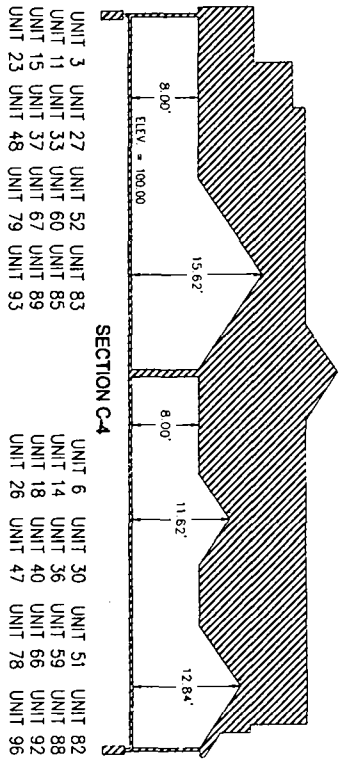
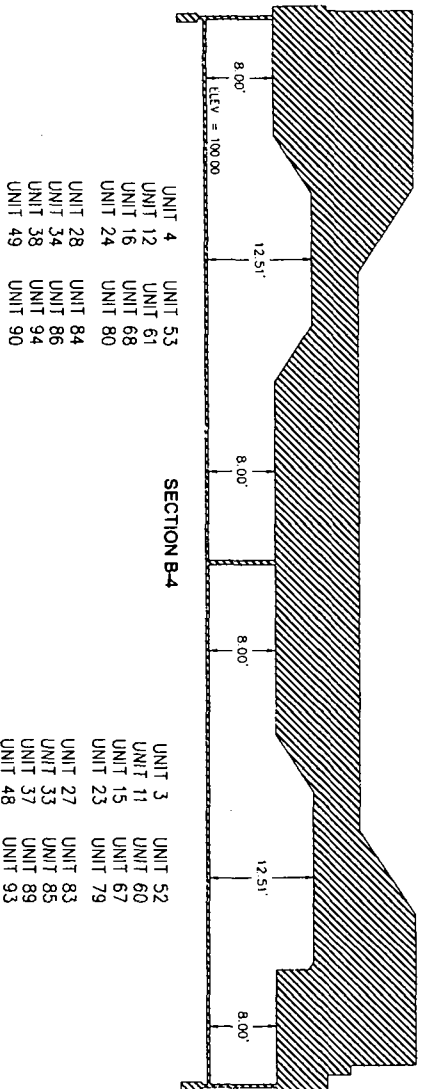
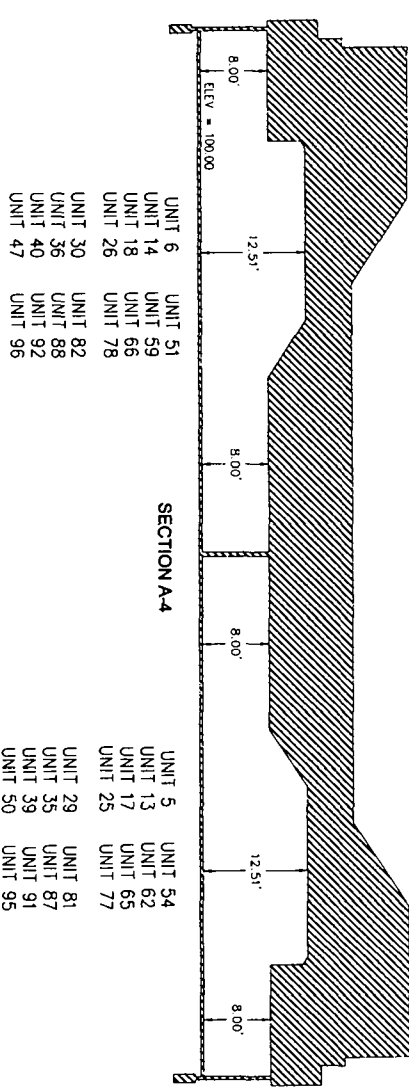
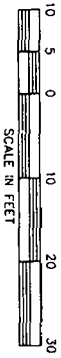
S89°20'26"E UNITS 1-32
 S89°39'27"E UNITS 33-40
 S89°30'43"E UNITS 41-64
 N90°00'00"E UNITS 65-96



Developer
9-27-07
The Orchards at Cloverdale, LLC
 802 W. Bannock Street, Suite 801
 Boise, Idaho 83702

Plat Showing LIFESTYLE CONDOMINIUMS

Situated in Lot 4, Block 1 of Lifestyle Subdivision,
Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2007

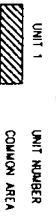


RESIDENTIAL LAND
STATE OF IDAHO
12458
4:25-07
Developer

The Orchards at Cloverdale, LLC
802 W. Bonnock Street, Suite 801
Boise, Idaho 83702

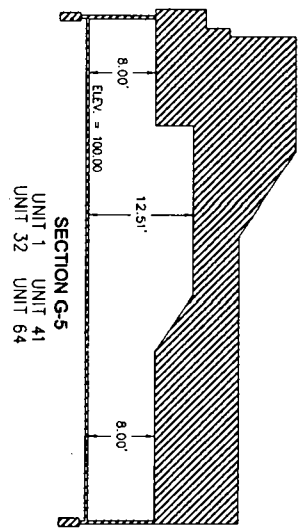
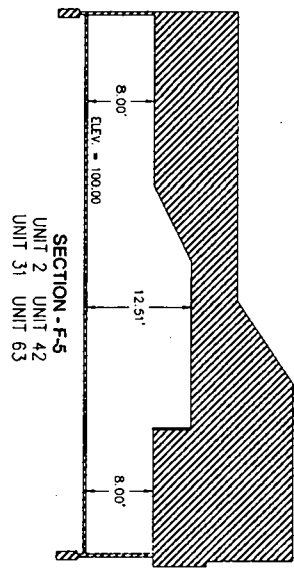
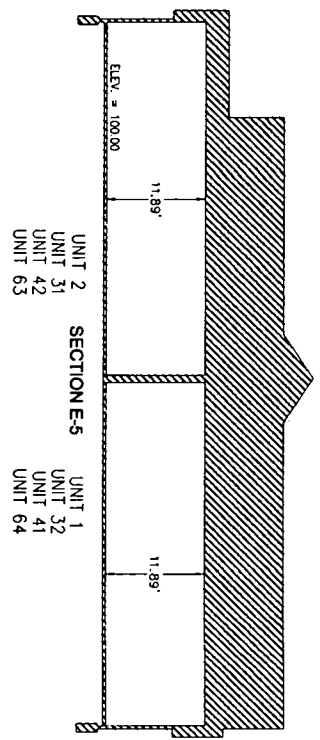
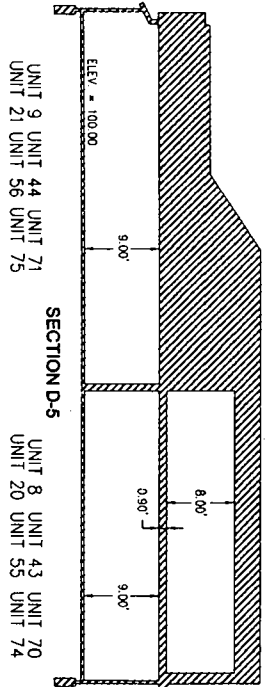
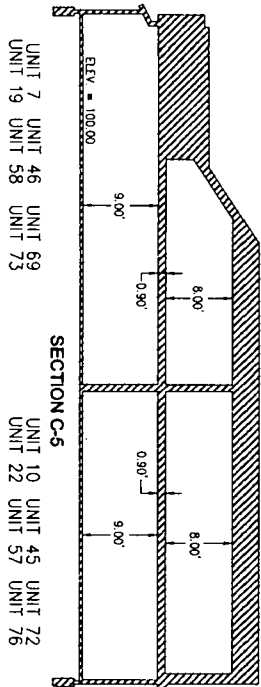
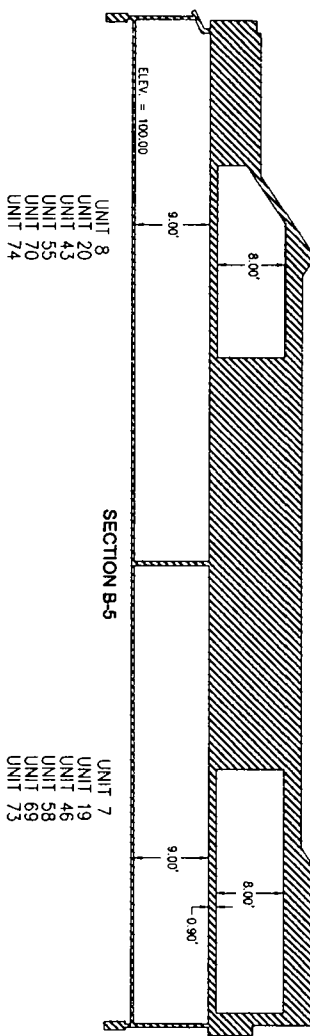
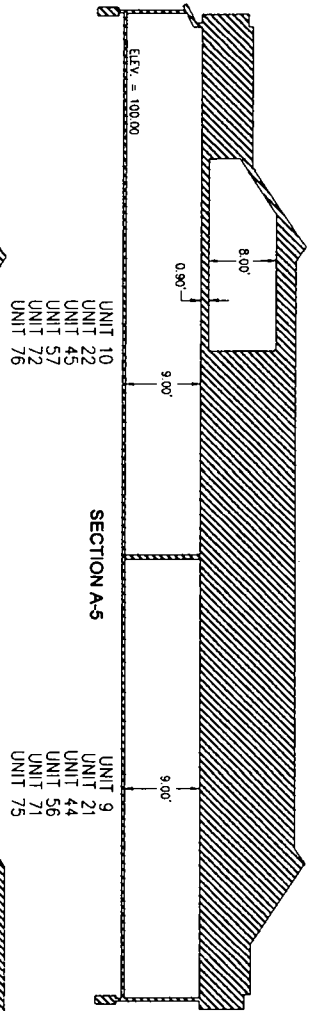
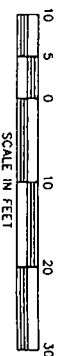
THE LAND GROUP, INC.
1415 S. State Street, Suite 100
Boise, Idaho 83720
Phone (208) 338-4041
Fax (208) 338-4445
www.landgroupinc.com

Legend



**Plat Showing
LIFESTYLE CONDOMINIUMS**

Situated in Lot 4, Block 1 of Lifestyle Subdivision,
Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2007



8-27-07
Developer

The Orchards at Cloverdale, LLC
802 W. Bonnock Street, Suite 801
Boise, Idaho 83702

THE LAND GROUP, INC.
465 E. Broadway, Suite 100
Boise, Idaho 83720
Phone (208) 338-4041
Fax (208) 338-4445
www.thelandgroup.com

Flat Showing
LIFESTYLE CONDOMINIUMS
 Lot 4, Block 1 of Lifestyle Subdivision,
 Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
 Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
 2007

Certificate of Owner

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREINFTER DESCRIBED:

A TRACT OF LAND SITUATED IN LOT 4, BLOCK 1 OF LIFESTYLE SUBDIVISION (A RECORDED SUBDIVISION ON THE PLAT BOOK 98 PAGES 15415, TOWNSHIP 3 N, R. 1 E, ADA COUNTY, IDAHO) LOCATED IN THE WEST ONE HALF OF U.S. GOVERNMENT LOT 4 OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF BOISE ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MONUMENTING THE NORTHWEST CORNER OF SAID SECTION 3 IN THE WEST ONE HALF OF U.S. GOVERNMENT LOT 4 AND THE CENTERLINE OF SAID NORTH-CENTRAL ROAD, SOUTH 0072917' WEST A DISTANCE OF 266.81 FEET TO A POINT FROM WHICH A FOUND 5/8-INCH STEEL PIN MONUMENTING THE SOUTHWEST CORNER OF SAID U.S. GOVERNMENT LOT 4 BEARS SOUTH 0072917' WEST A DISTANCE OF 1,072.67 FEET; THENCE LEAVING SAID WESTERN LINE AND SAID CENTERLINE, SOUTH 8929437' EAST A DISTANCE OF 54.00 FEET TO A FOUND 5/8-INCH STEEL PIN MONUMENTING THE NORTHWEST CORNER OF LOT 4, BLOCK 1 OF SAID LIFESTYLE SUBDIVISION BEING THE POINT OF BEGINNING.

THENCE FOLLOWING THE NORTHERLY LINE OF SAID LOT 4 THE FOLLOWING THREE COURSES:

- SOUTH 894247' EAST A DISTANCE OF 466.60 FEET TO A FOUND 5/8-INCH STEEL PIN;
- NORTH 00114' EAST A DISTANCE OF 67.75 FEET TO A FOUND 5/8-INCH STEEL PIN;
- SOUTH 894247' EAST A DISTANCE OF 141.00 FEET TO A FOUND 5/8-INCH STEEL PIN MONUMENTING THE NORTHEAST CORNER OF SAID LOT 4 ON THE WESTERN LINE OF PLUNET SUBDIVISION NO. 2.

THENCE LEAVING SAID NORTHERLY LINE AND FOLLOWING THE EASTERLY LINE OF SAID LOT 4 AND SAID WESTERN LINE OF PLUNET SUBDIVISION NO. 2, SOUTH 0038234' WEST A DISTANCE OF 1086.79 FEET TO A FOUND 5/8-INCH STEEL PIN MONUMENTING THE SOUTHWEST CORNER OF SAID LOT 4 ON THE WESTERN LINE OF SAID LOT 4, NORTH 8938227' WEST A DISTANCE OF 614.59 FEET TO A FOUND 5/8-INCH STEEL PIN MONUMENTING THE SOUTHWEST CORNER OF SAID LOT 4 ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH-CENTRAL ROAD, THENCE LEAVING SAID SOUTHERLY LINE AND FOLLOWING THE WESTERN LINE OF SAID LOT 4 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH-CENTRAL ROAD THE FOLLOWING THREE COURSES:

- NORTH 0029317' EAST A DISTANCE OF 834.28 FEET TO A FOUND 5/8-INCH STEEL PIN;
- SOUTH 007242' EAST A DISTANCE OF 109.31 FEET TO A FOUND 5/8-INCH STEEL PIN;
- NORTH 0072917' EAST A DISTANCE OF 74.23 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 14.56 ACRES, MORE OR LESS.

THIS IS TO CERTIFY THAT THE ORCHARDS AT CLOVERDALE, LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED ON THIS PLAT AND INTENDS THAT THE CONVEYANCE OF THE PROPERTY TO THE UNDERSIGNED SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENTS REFERRED TO IN CHAPTER 15, TITLE 55 OF THE IDAHO CODE. THE EASEMENTS DEDICATED HEREON ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR USES AS SHOWN ON THIS PLAT. ALL UNITS WITHIN THIS PLAT WILL RECEIVE WATER SERVICE FROM THE UNITED WATER IDAHO, INC. WHICH HAS AGREED IN WRITING TO SERVE ALL OF THESE UNITS. RIGOROUS WATER HAS BEEN PROVIDED FROM NAPA, AND MERIDIAN IRRIGATION DISTRICT, IN COMPLIANCE WITH IDAHO CODE 31-3002(5). THE CONDOMINIUM ASSOCIATION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED TO ASSESSMENTS FROM NAPA, AND MERIDIAN IRRIGATION DISTRICT.

MICHAEL D. DIXON, MANAGER
 THE ORCHARDS AT CLOVERDALE, LLC
 BY: THE ORCHARDS, LLC, MEMBER

[Signature]

Acknowledgment

STATE OF IDAHO) ss
 COUNTY OF AD) ss
 ON THIS 3rd DAY OF August IN THE YEAR 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED MICHAEL D. DIXON, KNOWN OR IDENTIFIED TO ME TO BE THE AUTHORIZED SIGNATORY OF THE ORCHARDS AT CLOVERDALE, LLC, BY THE ORCHARDS, LLC (MEMBER) WHO HAS EXECUTED THE WRITTEN INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

[Signature]
 NOTARY PUBLIC FOR THE STATE OF IDAHO
 RESIDING AT Boise IDAHO
 MY COMMISSION EXPIRES 7.28.2011



Certificate of Surveyor

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THE PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNER, HAS BEEN DRAWN FROM ACTUAL SURVEY AND IS ACCURATE AND CORRECT IN ALL RESPECTS, AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON AND IS IN COMPLIANCE WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYOR'S CONDOMINIUMS AND THE CORNER PERPETUATION AND PLUNG ACT, IDAHO CODE 55-1601 THROUGH 55-1612.

[Signature]
 AARON L. BALLARD



8-24-07
 DATE

Developer
 The Orchards at Cloverdale, LLC
 802 W. Bonnock Street, Suite 801
 Boise, Idaho 83702

THE LAND GROUP, INC.
 402 East State Street, Suite 100
 Boise, Idaho 83720
 Phone: (208) 336-4445
 Fax: (208) 336-4445
 www.thelandgroup.com

**Plat Showing
LIFESTYLE CONDOMINIUMS**

Situating in Lot 4, Block 1 of Lifestyle Subdivision,
Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2007

**Approval of
Central District Health Department**

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTERS TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE 4/23/07



HEALTH OFFICER [Signature] R.G.H.S.

**Approval of
Ada County Highway District**

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 23 DAY OF April, 2007.



ADA COUNTY HIGHWAY DISTRICT
CHAIRMAN [Signature]

Approval of City of Boise

CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 22 DAY OF April, 2007, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

[Signature]
CITY OF BOISE CLERK



Approval of Boise City Engineer

ACCEPTED AND APPROVED THIS 23 DAY OF April, A.D. 2007, BY THE CITY ENGINEER OF THE CITY OF BOISE, ADA COUNTY, IDAHO.

[Signature]
CITY ENGINEER

Certificate of Ada County Surveyor

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS AND CONDOMINIUMS.

ADA COUNTY SURVEYOR

Certificate of Ada County Treasurer

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

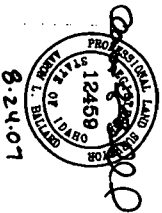
ADA COUNTY TREASURER

Certificate of the Ada County Recorder

STATE OF IDAHO) ss
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF _____ AT _____ MINUTES PAST _____ O'CLOCK _____ IN THIS _____ DAY OF _____ A.D. 2007, IN MY OFFICE AND WAS DULY RECORDED IN BOOK _____ OF PLATS AT PAGES _____ THRU _____.

EX-OFFICIO RECORDER
DEPUTY _____
FEE: _____



THE LAND GROUP, INC.
442 East Shaw Street, Suite 100
Boise, Idaho 83725
Phone (208) 333-4241
www.landgroupinc.com

EXHIBIT C

Articles of Incorporation

ARTICLES OF INCORPORATION

OF

ORCHARDS AT CLOVERDALE CONDOMINIUM ASSOCIATION, INC.

The undersigned, acting as incorporator of a corporation under the Idaho Nonprofit Corporation Act, adopts the following Articles of Incorporation for such corporation.

ARTICLE 1. NAME:

The name of the corporation shall be Orchards at Cloverdale Condominium Association, Inc. This corporation is a nonprofit corporation.

ARTICLE 2. DURATION:

The duration of this corporation shall be perpetual.

ARTICLE 3. PURPOSE AND POWERS:

The purposes for which the corporation is organized are to serve as the management body for the Lifestyle Condominiums (commonly known as The Orchards at Cloverdale Condominiums) (hereinafter the "Property") following the Transition Date (as that term is defined in the Declaration [defined below]); to engage in all such activities as are incidental or conducive to the attainment of the objectives of the corporation and any other activities which are permitted to be done by a nonprofit corporation under any laws that may now or hereafter be applicable or available to this corporation. Without limiting the foregoing, it is expressly provided hereby that:

- (a) The corporation shall exercise all of the powers and privileges and perform all of the duties and obligations of the corporation as set forth in the Condominium Declaration and Covenants, Conditions, and Restrictions for the Lifestyle Condominiums (commonly known as The Orchards at Cloverdale Condominiums) (hereafter "Declaration") applicable to the Property and recorded or to be recorded in the Office of the Ada County Recorder, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set out at length.
- (b) The corporation shall fix, levy, collect and enforce payment by any lawful means, all charges or assessments, periodic or special, that are authorized to be made under the Declaration.

ARTICLE 4. MEMBERSHIP:

The Declarant, so long as Declarant is an Owner, and every Owner of a Unit shall be a member of the corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from the ownership of any Unit. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

ARTICLE 5. VOTING RIGHTS:

The Association shall have two (2) classes of voting membership:

- (a) Class A Membership. Class A Members shall be all Owners, with the exception of the Declarant until Declarant's Class B membership has been converted to a Class A Membership pursuant to the Declaration. Each Class A Member shall be entitled to one (1) vote for each Unit in which it holds the interest required for membership in the Association. When more than one (1) person holds such interest in any Condominium, all such persons shall be Members, but all such persons shall be entitled to a single vote with respect to such Unit and in no event shall the vote cast with respect to any Unit be split.
- (b) Class B Membership. Class B Member(s) shall be Declarant, its successors and assigns. Each Class B Member shall be entitled to the number of votes that is equal to three (3) votes for each Unit in which it holds the interest required for membership in the Association. The Declarant's Class B Membership shall convert to a Class A Membership upon the earlier of (1) the date designated by Declarant in a written notice to the Unit Owners, which date may, at Declarant's election, be any date following the Transition Date; or (2) one calendar year after Declarant has transferred title to purchasers of Units representing more than three-fourths (3/4) of the total number of Units in the Project.

Notwithstanding anything to the contrary contained in the Declaration or these Articles, Declarant shall have the full power and authority to exercise all of the rights, duties and functions of the Association until the Transition Date.

ARTICLE 6. REGISTERED OFFICE AND AGENT:

The address of the initial registered office of this corporation is 801 S. Bannock, Suite 800, Boise, ID 83702, and the name of its initial registered agent at such address is Michael D. Dixon.

ARTICLE 7. DIRECTORS:

The number of directors of this corporation shall be fixed by the bylaws and may be increased or decreased from time to time in the manner specified therein, but in no event shall less than three (3) persons serve as the corporation's directors. The initial board of directors shall consist of three (3) directors. The names and addresses of the persons who shall serve as directors until their successors are elected and qualify, or unless they resign or are removed, are:

Michael D. Dixon	6855 W. Fairview Avenue, Suite 100 Boise, ID 83704
Neva McCormick	6855 W. Fairview Avenue, Suite 100 Boise, ID 83704
Steve Dresser	6855 W. Fairview Avenue, Suite 100 Boise, ID 83704

ARTICLE 8. INCORPORATOR:

The name and address of the incorporator are as follows:

Michael D. Dixon 6855 W. Fairview Avenue, Suite 100
Boise, ID 83704

ARTICLE 9. AMENDMENTS:

Amendments of these Articles may be made at any regular meeting, or any special meeting of the corporation called for that purpose, by the affirmative vote of more than two-thirds (2/3) of the total voting power of the corporation's members, and, if required by the Declaration, the consent of holders of first mortgages in Unit(s) who have requested of the Corporation in writing to provide them notice of proposed action which affects their interests. No amendment which is inconsistent with the provisions of the Declaration shall be valid.

ARTICLE 10. DISSOLUTION:

Upon dissolution or final liquidation of the corporation, the assets of the corporation shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

ARTICLE 11. LIMITATION OF LIABILITY:

A director of this corporation shall not be personally liable to this corporation or its members for monetary damages for breach of fiduciary duty as a director, except for liability (i) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (ii) for any transaction from which the director derived any improper personal benefit. If the Idaho Nonprofit Corporation Act (the "Act") is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of this corporation shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of this Article 11 by the members of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

ARTICLE 12. CAPITALIZED TERMS:

Any capitalized terms which are not defined herein shall have the meanings ascribed to them in the Declaration.

EXECUTED effective as of the 3 day of AUGUST, 2007, by the undersigned incorporator.

Michael D. Dixon



EXHIBIT D

Bylaws

BYLAWS

OF

ORCHARDS AT CLOVERDALE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I. GENERAL.

Section 1. Name; Office: The name of the corporation is Orchards at Fairview Condominium Association, Inc. (the "Corporation"). The principal office of the Corporation shall be located at 6855 W. Fairview Avenue, Suite 100, Boise, ID 83704, or such other location or locations as may be selected by the Board.

Section 2. Applicability of Bylaws: The provisions of these Bylaws are applicable to the Project as designated as such in the Condominium Declaration and Covenants, Conditions and Restrictions for the Lifestyle Condominiums, recorded in the office of the Recorder of the County of Ada, State of Idaho (the "Declaration").

Section 3. Application: All present and future owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these Bylaws and the Declaration. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that these Bylaws, the Rules and Regulations made in accordance therewith and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

Section 4. Administration: The Corporation shall have the responsibility of administering the Project (as defined in the Declaration), including, without limitation, the Common Area, approving the annual budget, establishing and collecting all Assessments, and may arrange for the management of the same. Except as otherwise provided, decisions and resolutions of the Corporation shall require an affirmative vote of a majority of the Members present at an annual or special meeting of the Corporation at which a quorum is present.

ARTICLE II. BOARD OF DIRECTORS.

Section 1. Number and Qualification: The Board of Directors (hereinafter the "Board") shall initially be composed of three (3) persons. The number of Directors serving on the Board may be increased or decreased from time to time by the affirmative vote of two-thirds of the total voting power of the Corporation's Members; but in no event shall less than three (3) persons serve on the Corporation's Board. Directors need not be Members of the Corporation. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in some other capacity and receiving compensation therefor.

Section 2. Powers and Duties: The Board shall have the powers and duties necessary for administration of the affairs of the Corporation, as more fully set forth in the Declaration, and may do all such acts and things as are not by law or by the Declaration or by these Bylaws directed to be exercised exclusively by the Owners. Such powers and duties of the Board shall include, but shall not be limited to the following:

- (a) Operation, care, upkeep and maintenance of the Common Area and Limited Common Areas.
- (b) Determination of the common expenses required for the affairs of the Corporation, including, without limitation, operation and maintenance of the Property.
- (c) To fix and collect Assessments from the Members as provided in the Declaration.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Area and Limited Common Areas.
- (e) Adoption, amendment and repeal of rules and regulations as to the Corporation deemed reasonable and necessary.
- (f) To borrow money and to incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the Corporation's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefor; subject, however to the limitations set forth in the Articles and the Declaration.
- (g) To grant easements where necessary for utilities and sewer facilities over the Common Area, if any, to serve the Property.
- (h) Payment of all real and personal property taxes and assessments levied against the Common Area, if any, owned or managed by the Corporation.
- (i) To enforce the provisions of the Declaration, the Articles, these Bylaws or other agreements of the Corporation.
- (j) To obtain insurance for the Property as provided in the Declaration.
- (k) To make repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- (l) To select, appoint, and remove all officers, agents and employees of the Corporation, to prescribe such powers and duties for them as may be consistent with law, the Articles, the Declaration and these Bylaws; and to fix their compensation, if any.
- (m) To take all other necessary and proper actions for the sound management of the Corporation and fulfillment of the terms and provisions of the Articles, the Declaration and these Bylaws.

Section 3. Election and Term of Office: After the Transition Date as provided in the Declaration, the Members shall elect the members of the Board at each annual meeting of the Corporation. Directors shall be elected individually by written ballot by a majority of the Members present in person or by proxy at such meeting. The members of the Board shall hold

office for a term of one year and until their respective successors shall have been elected or until death, resignation, removal or judicial adjudication of mental incompetence. In the event that an annual meeting is not held, or the Directors are not elected at the annual meeting, the directors may be elected at any special meeting held for that purpose. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which a director may serve.

Section 4. Removal of Members of the Board: At any annual or special meeting of Members, any one or more of the members of the Board may be removed with or without cause by a majority vote of the Members and a successor may then and there or thereafter be elected. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies: Any vacancy in the Board shall be filled forthwith by vote of the Majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected by the Members at the next applicable annual meeting, or special meeting called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, or in the case the full number of authorized Directors are not elected at any meeting at which such election is to take place.

Section 6. Organization Meeting: The first meeting of the newly elected members of the Board shall be held immediately following the annual meeting of the Corporation, subsequent to said Directors' election, for the purpose of organization, election of officers, and the transaction of other business. No notice shall be necessary to the newly designated members of the Board in order legally to constitute such meeting, provided a quorum of the Board shall be present.

Section 7. Regular Meetings: Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least one such meeting shall be held during each quarter of the calendar year. Notice of regular meetings of the Board shall be given to each member of the Board by mail, telephone or fax at least ten (10) business days prior to the day named for such meeting. All Members shall be given notice of regular meetings of the Board and be permitted to attend such meetings for informational purposes only. Notwithstanding the foregoing, the Board may elect to hold executive sessions and exclude the Members from such sessions.

Section 8. Special Meetings: Special meetings of the Board may be called by any Director on ten (10) business day's notice to each member of the Board, given by mail, telephone, or fax, which notice shall state the time, place and purpose of the meeting. Special meetings shall be closed to Members who are not members of the Board, at the discretion of the Board.

Section 9. Waiver of Notice: Any member of the Board may, at any time waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Voting: Each Director, when acting in his or her capacity as a Director of the Board of Directors, shall have one (1) vote.

Section 11. Quorum of Board: Except as may otherwise be provided in these Bylaws, the presence in person of a majority of the members of the Board shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board.

Section 12. Liability of the Board: The members of the Board shall not be liable to the Owners for any mistake of judgement, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Corporation shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Corporation unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Corporation.

ARTICLE III. OFFICERS.

Section 1. Designation: The principal officers of the Corporation shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. All officers must be members of the Board, and one person may hold several offices if approved by the Board.

Section 2. Election of Officers: The officers of the Corporation shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers: Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be elected at any annual meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. President: The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Members and of the Board. He shall have all of the general powers and duties which are incident to the office of president, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. Vice President: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President.

Section 6. Secretary: The Secretary shall keep the minutes of all meetings of the Members and of the Board; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of secretary.

Section 7. Treasurer: The Treasurer shall have the responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board, or the managing agent, in such depositories as may from time to time be designated by the Board, and he shall, in general, perform all the duties incident to the office of treasurer.

Section 8. Compensation of Officers: No officer shall receive any compensation from the Corporation for acting as such.

ARTICLE IV. MEETINGS OF THE CORPORATION.

Section 1. Annual Meeting: The first annual meeting shall be held on the second Monday in November following the date of incorporation of the Association, and each subsequent annual meeting of Members shall be held on the second Monday in November of each succeeding year. At such meetings, the Board shall be elected by the Members in accordance with these Bylaws. The Members may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings: Meetings of the Members shall be held at the principal office of the Corporation or at such other suitable place convenient to the Members as may be designated by the Board.

Section 3. Special Meetings: It shall be the duty of the President to call a special meeting of the Members if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by not less than 25% of all of the votes of the Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings: It shall be the duty of the Secretary to mail a notice of each annual meeting, other than the first annual meeting, and each special meeting of the Members, at least ten (10) but not more than sixty (60) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at such address as such Owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings: If any meeting of Members cannot be held because a quorum is not present, a majority of the voting power of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, without additional notice to the Members. Notwithstanding anything to the contrary contained in these Bylaws, the presence, either in person or by proxy, of at least ten percent (10%) of the total voting power of the Association, at such an adjourned meeting shall constitute a quorum.

Section 6. Order of Business: The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading and approval of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board.
- (f) Reports of committees.
- (g) Election of Directors (when so required).
- (h) Unfinished business.
- (i) New business.

Section 7. Voting; Proxies; Transition of Authority: The voting rights of the Members shall be as set forth in the Articles. The owner or owners or each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of Members. The designation of any such proxy shall be made in writing to the Secretary at or before the appointed time of each meeting, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any or all of such owners may be present at any meeting of the Members and may vote or take any other action as an Owner either in person or by proxy. A fiduciary shall be the voting member with respect to any unit owned in a fiduciary capacity. Notwithstanding anything to the contrary contained in these Bylaws, Declarant shall have the full power and authority to exercise all of the rights, duties and functions of the Corporation until the Transition Date, as set forth in the Declaration.

Section 8. Majority of Members: As used in these Bylaws, the term "majority of Members" shall mean those Members having more than fifty percent (50%) of the total authorized votes of all Members present in person or by proxy and voting at any meeting of the Members.

Section 9. Quorum: Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members having one-half of the total authorized votes of all Members shall constitute a quorum at all meetings of the Members.

Section 10. Majority Vote: The vote of a majority of the authorized votes of the Members at a meeting at which a quorum shall be present shall be binding upon all Members for all purposes except where otherwise required in the Declaration, these Bylaws or by law.

Section 11. Action Without Meeting. Any action, which under the provisions of the Idaho Nonprofit Corporation Act may be taken at a meeting of the Corporation, may also be taken without a meeting if authorized in writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Corporation's Secretary. Any action so approved shall have the same effect as though taken at a meeting of the Members.

Section 12. Consent of Absentees. The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by

proxy, and if either before or after the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made part of the minutes of the meeting.

Section 13. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the Corporation's president or secretary, shall be presumed truthfully to evidence the matter set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE V. OBLIGATIONS OF MEMBERS/OWNERS.

Section 1. Assessments: All Owners are obligated to pay, in accordance with the provisions of the Declaration, all Assessments levied by the Association on behalf of the Corporation to meet all expenses of the Corporation, which may include, without limitation, a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of a fire, earthquake or other hazard. All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

Section 2. Maintenance and Repair.

(a) Every Owner must perform promptly, at the Owner's sole cost and expense, all maintenance of and repairs to his Unit as required under the Declaration. Each Owner shall be responsible for all damages to any and all other units and/or to the Common Area caused by such Owner's negligence, misuse or neglect.

(b) All maintenance, repairs and replacements to the Common Area, whether located inside or outside of the units (unless necessitated by the negligence, misuse or neglect of an Owner, in which case such expenses shall be charged to such Owner), shall be made by the Board and be charged to all the Owners as a common expense.

ARTICLE VI. RECORDS.

The Board or the managing agent shall keep detailed records of the actions of the Board and the managing agent, minutes of the meetings of the Board, minutes of the meetings of the Members, and financial records and books of account of the Corporation, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Corporation shall be rendered by the Board to all Owners at least annually. In addition, an annual report of the receipts and expenditures of the Corporation, certified by an independent certified public accountant, shall be rendered by the Board to all Owners and to all mortgagees of units who have requested the same, within four (4) months after the end of each fiscal year.

ARTICLE VII. AMENDMENTS TO BYLAWS.

Except as otherwise provided in the Declaration or these Bylaws, these Bylaws may be modified or amended by the affirmative vote of more than two-thirds (2/3) of the total voting power of the Corporation at a meeting of the Corporation duly held for such purpose with a quorum present.

ARTICLE VIII. MISCELLANEOUS.

Section 1. Meaning of Terms: Except as otherwise defined herein, all terms herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration.

Section 2. Invalidity: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

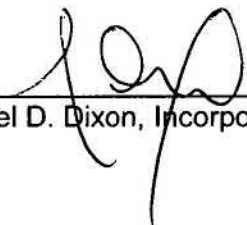
Section 4. Gender: The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver: No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Inspection of Bylaws, Books and Records. The Corporation shall keep in the Corporation's office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Corporation's secretary, which shall be open to inspection by Members at all reasonable times during office hours. The books, records, financial statements and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles, Bylaws, and all other Condominium Documents shall be available for inspection by any Member at the principal office of the Corporation, where copies may be purchased at reasonable cost.

Section 7. Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

Adopted effective as of the 3 day of AUGUST, 2007.



Michael D. Dixon, Incorporator

EXHIBIT E

Percentage Ownership Interests

EXHIBIT E

Job No. 06029
Date: 11 April, 2007

**LIFESTYLE CONDOMINIUMS
OWNERSHIP TABLE**

UNIT NO.'S	SQAURE FEET PER UNIT	% OWNERSHIP PER UNIT
UNIT 1	2177	1.059%
UNIT 2	2041	0.993%
UNIT 3	2044	0.994%
UNIT 4	2204	1.072%
UNIT 5	2181	1.061%
UNIT 6	2181	1.061%
UNIT 7	1660	0.808%
UNIT 8	2279	1.109%
UNIT 9	2269	1.104%
UNIT 10	2277	1.108%
UNIT 11	2044	0.994%
UNIT 12	2204	1.072%
UNIT 13	2181	1.061%
UNIT 14	2181	1.061%
UNIT 15	2044	0.994%
UNIT 16	2204	1.072%
UNIT 17	2181	1.061%
UNIT 18	2181	1.061%
UNIT 19	1660	0.808%
UNIT 20	2279	1.109%
UNIT 21	2269	1.104%
UNIT 22	2277	1.108%
UNIT 23	2044	0.994%
UNIT 24	2204	1.072%
UNIT 25	2181	1.061%
UNIT 26	2181	1.061%
UNIT 27	2044	0.994%
UNIT 28	2204	1.072%
UNIT 29	2181	1.061%
UNIT 30	2181	1.061%

UNIT 31	2041	0.993%
UNIT 32	2177	1.059%
UNIT 33	2044	0.994%
UNIT 34	2204	1.072%
UNIT 35	2181	1.061%
UNIT 36	2181	1.061%
UNIT 37	2044	0.994%
UNIT 38	2204	1.072%
UNIT 39	2181	1.061%
UNIT 40	2181	1.061%
UNIT 41	2177	1.059%
UNIT 42	2041	0.993%
UNIT 43	2279	1.109%
UNIT 44	2269	1.104%
UNIT 45	2277	1.108%
UNIT 46	1660	0.808%
UNIT 47	2181	1.061%
UNIT 48	2044	0.994%
UNIT 49	2204	1.072%
UNIT 50	2181	1.061%
UNIT 51	2181	1.061%
UNIT 52	2044	0.994%
UNIT 53	2204	1.072%
UNIT 54	2181	1.061%
UNIT 55	2279	1.109%
UNIT 56	2269	1.104%
UNIT 57	2277	1.108%
UNIT 58	1660	0.808%
UNIT 59	2181	1.061%
UNIT 60	2044	0.994%
UNIT 61	2204	1.072%
UNIT 62	2181	1.061%
UNIT 63	2041	0.993%
UNIT 64	2177	1.059%
UNIT 65	2181	1.061%
UNIT 66	2181	1.061%
UNIT 67	2044	0.994%
UNIT 68	2204	1.072%
UNIT 69	1660	0.808%
UNIT 70	2279	1.109%
UNIT 71	2269	1.104%
UNIT 72	2277	1.108%
UNIT 73	1660	0.808%
UNIT 74	2279	1.109%

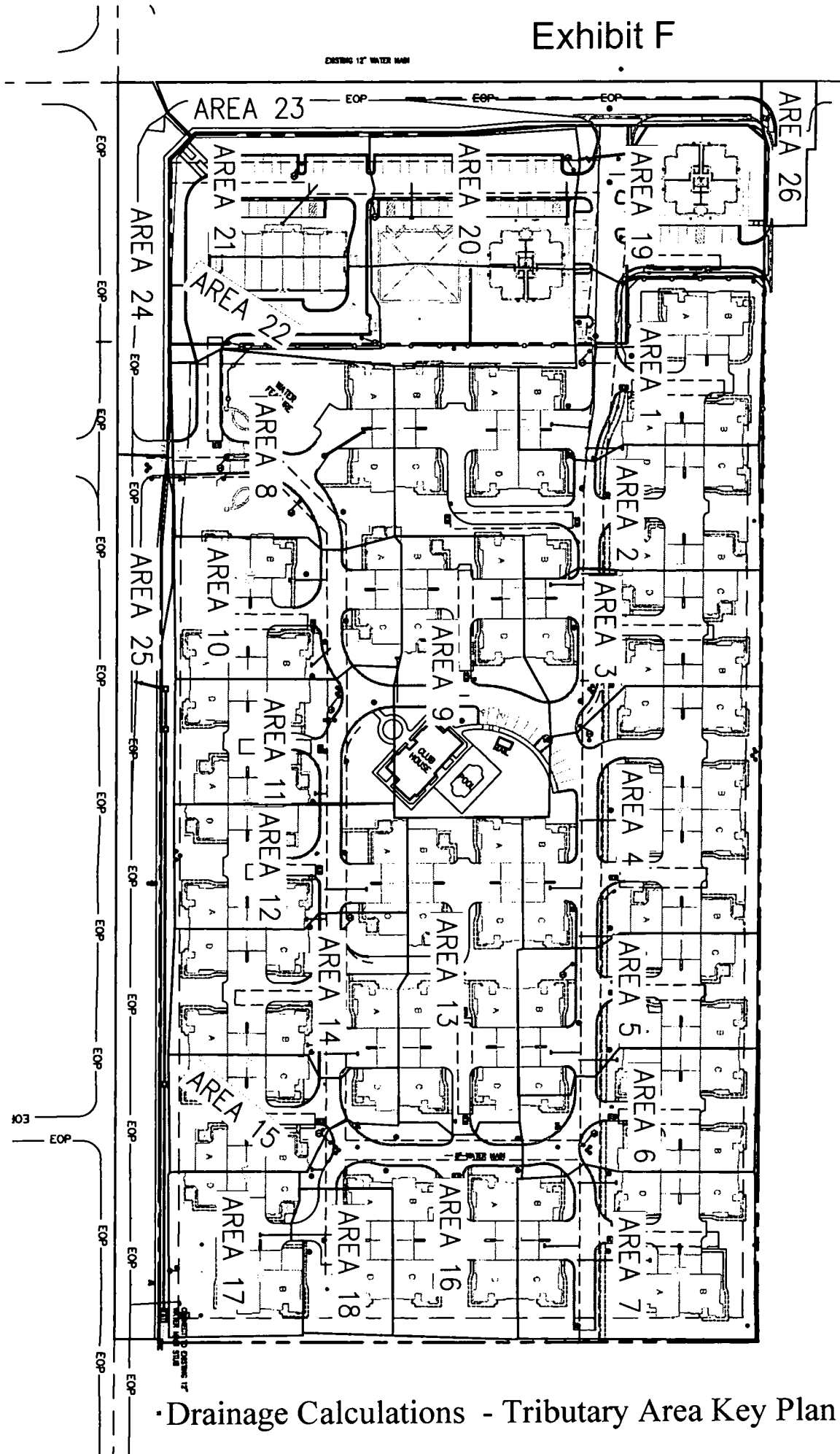
UNIT 75	2269	1.104%
UNIT 76	2277	1.108%
UNIT 77	2181	1.061%
UNIT 78	2181	1.061%
UNIT 79	2044	0.994%
UNIT 80	2204	1.072%
UNIT 81	2181	1.061%
UNIT 82	2181	1.061%
UNIT 83	2044	0.994%
UNIT 84	2204	1.072%
UNIT 85	2044	0.994%
UNIT 86	2204	1.072%
UNIT 87	2181	1.061%
UNIT 88	2181	1.061%
UNIT 89	2044	0.994%
UNIT 90	2204	1.072%
UNIT 91	2181	1.061%
UNIT 92	2181	1.061%
UNIT 93	2044	0.994%
UNIT 94	2204	1.072%
UNIT 95	2181	1.061%
UNIT 96	<u>2181</u>	<u>1.061%</u>
TOTAL (UNIT)	205542	100.000%

EXHIBIT F

Storm Drainage Facilities in Common Areas

Note: Drainage Calculations – Tributary Area Key Plan delineates the Common Area drainage tributaries.

Exhibit F



• Drainage Calculations - Tributary Area Key Plan

8a
ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 12/03/08 12:47 PM
DEPUTY Patti Thompson
RECORDED - REQUEST OF
Title One

AMOUNT 24.00 8



108129387

ADDENDUM NO. 1 TO
CONDOMINIUM DECLARATION
AND COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE LIFESTYLE CONDOMINIUMS
(commonly known as the Orchards at Cloverdale)

**ADDENDUM NO. 1 TO CONDOMINIUM DECLARATION
AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE LIFESTYLE CONDOMINIUMS**

THIS ADDENDUM NO. 1 TO CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LIFESTYLE CONDOMINIUMS (this "Addendum") is made effective as of the 15th day of November, 2008, by FF Cloverdale Residential, LLC, an Idaho limited liability company ("Declarant").

Recitals

A. Declarant is the successor in interest to the original Declarant, as set forth in that certain Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 107128890 in the official records of Ada County, Idaho (the "Declaration").

B. Declarant desires for the Association (as that term is defined in the Declaration) to amend the Declaration as set forth herein.

C. Pursuant to terms of the Condominium Documents (as that term is defined in the Declaration), Declarant, as a Class B Member and owner of ninty three (93) Units, has sufficient voting authority to cause the Association to take such actions.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Condominium Documents are amended as follows:

1. Section 2.4 of the Declaration is hereby deleted in its entirety and replaced with the following:

2.4 "Association" means Orchards at Cloverdale Condominium Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

2. Section 4.8 of the Declaration is hereby deleted in its entirety and replaced with the following:

4.8 Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Areas or Limited Common Areas (1) for access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (2) for the period of any warranties for purposes of making repairs required pursuant to such warranties, and (3) to maintain and utilize one or more Units and/or a portion or portions of the Common Areas and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for marketing purposes, and advertising signs.

2. Section 6.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

6.1 Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individual living together as a single housekeeping unit, and uses customarily incidental thereto; provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (1) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (2) it shall be permissible for the Declarant to maintain one or more Units and/or a portion or portions of the Common Areas, as sales and rental models and offices, and for storage and maintenance purposes; and (3) one or more Units or a portion thereof, or a portion or portions of the Common Area, may be maintained for use by the Association in fulfilling its responsibilities.

3. Section 7.4.2.3 of the Declaration is hereby deleted in its entirety and replaced with the following:

7.4.2.3 Water and Other Utilities. Acquire, provide and/or pay for water, pressurized irrigation system water and maintenance, storm drainage system maintenance, sewer, garbage, disposal, refuse and rubbish collection and other necessary services for the Common Area and Units; provided, that the costs of such services shall not be included in the Regular Assessments, but shall be billed by the Association to the Owners on a monthly or quarterly basis, as the Board may determine from time to time

4. Section 8.5.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

8.5.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs as provided in the Condominium Documents, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area, any deficit remaining from previous periods, a management contingency reserve, and, as the Association may from time to time determine, 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 the Association that must be replaced and maintained on a regular basis (collectively the "Expenses"). Declarant and/or the Association reserves the right to separately meter utility services provided to each Unit, and in such event the Owner of the Unit shall be fully responsible for the costs of providing utilities for the Owner's individual use.

5. Section 8.8 of the Declaration is hereby deleted in its entirety and replaced with the following:

8.8 Notice and Assessment Due Date. Unless the Board establishes a different schedule for the payment of Regular Assessments, the Regular Assessment shall be paid in quarterly installments. Each Regular Assessment shall become delinquent unless paid upon the earlier of: (1) ten (10) days from its scheduled due date, without prior notice or demand

from the Association; or (2) seven (7) days from the Association's notice to an Owner. Each Special Assessment shall become delinquent unless paid within ten (10) days after the Association's delivery of notice thereof to an Owner. There shall accrue, with each delinquent payment a single late charge of ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at the lesser of (1) twelve percent (12%) per annum or (2) the maximum rate allowed by law calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against any delinquent Owner and may foreclose the lien against such Owner's Condominium as more fully provided herein.

6. Section 10.1.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

10.1.1 Casualty Insurance. The Association shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Areas, Limited common Areas, or common property of the Association, as well as the structural portions of Units, against loss or damage by fire, lightning, and such other perils as are ordinarily covered with respect to project similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, issued in the locate of the Project, or, if the policy does not include an "all risk" endorsement, a policy that includes "broad form" covered causes of loss, in amounts at all times sufficient to prevent the Owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage. Unless the Board establishes a different schedule for their payment, the cost of insurance to be obtained by the Association shall be billed annually to the Owners.

7. Section 10.4 of the Declaration is hereby deleted in its entirety and replaced with the following:

10.4 Owner's Own Insurance. Each Owner shall be responsible for obtaining insurance, at the Owner's own expense, providing coverage upon the Owner's personal property, personal liability, and covering such other risks as the Owner may deem appropriate, but each policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Section. All such insurance on the Owner's Unit shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. No Owner or occupant may at any time purchase individual policies of insurance against loss covered by the insurance to be maintained by the Association pursuant to this Declaration. In the event any Owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss or proceeds.

8. In the event of a conflict between the Condominium Documents and this Addendum, the terms of this Addendum shall govern. The Declaration, as modified by this

Addendum, shall continue in full force and effect. Any capitalized terms used in this Addendum that are not defined herein shall have the meaning ascribed to them in the Declaration.

[remainder of page intentionally left blank]

This Addendum is executed effective as of the date first above written.

DECLARANT:

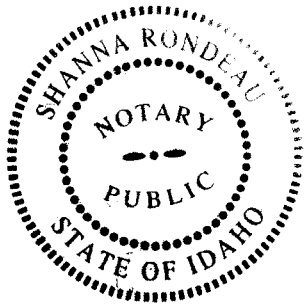
FF Cloverdale Residential, LLC, an Idaho limited liability company

By: Everett Davis III
Everett Davis III, Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 3rd day of ~~November~~ ^{December}, 2008, before me the undersigned, a Notary Public in and for said State, personally appeared Everett Davis III, known or identified to me to be the manager of FF Cloverdale Residential, LLC, an Idaho limited liability company, the limited liability company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of FF Cloverdale Residential, LLC, and acknowledged to me that such limited liability 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.



Shanna Rondeau
Notary Public
Residing at Boise, Idaho
Commission Expires 05/15/2013

CERTIFICATION:

The undersigned, President and Secretary of the Association, hereby certify and attest that this Addendum has been approved by the vote or written consent of Members representing more than two-thirds (2/3) of the total votes which may be cast by all of the Members.

By: Everett Davis III

Print Name: Everett Davis

Title: President

By: Michael T. Keller

Print Name: Michael T. Keller

Title: Secretary

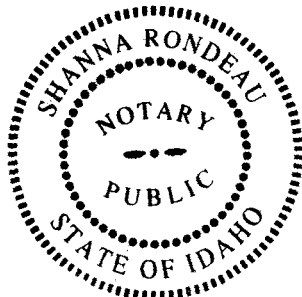
STATE OF IDAHO)
) ss.
County of Ada)

On this 3rd day of ~~November~~ ^{December}, 2008, before me the undersigned, a Notary Public in and for said State, personally appeared Everett Davis III, known or identified to me to be the President of Orchards at Cloverdale Condominium Association, Inc., an Idaho nonprofit corporation, the nonprofit corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of Orchards at Cloverdale Condominium Association, Inc., and acknowledged to me that such nonprofit 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.

Shanna Rondeau

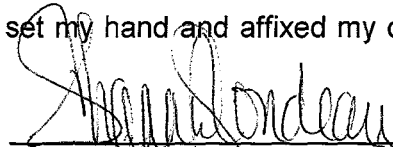
Notary Public
Residing at Boise, Idaho
Commission Expires 05/15/2013



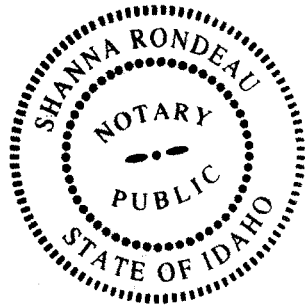
STATE OF IDAHO)
) ss.
County of Ada)

On this 3rd day of ^{December} ~~November~~, 2008, before me the undersigned, a Notary Public in and for said State, personally appeared Michael T. Keller, known or identified to me to be the Secretary of Orchards at Cloverdale Condominium Association, Inc., an Idaho nonprofit corporation, the nonprofit corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of Orchards at Cloverdale Condominium Association, Inc., and acknowledged to me that such nonprofit 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.



Notary Public
Residing at Boise, Idaho
Commission Expires 05/15/2013



189

ACCOMMODATION
RECORDING

8

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 05/06/09 04:36 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Title One

AMOUNT 24.00 8



109052174

ADDENDUM NO. 2 TO
CONDOMINIUM DECLARATION
AND COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE LIFESTYLE CONDOMINIUMS
(commonly known as the Orchards at Cloverdale)

**ADDENDUM NO. 2 TO CONDOMINIUM DECLARATION
AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE LIFESTYLE CONDOMINIUMS**

THIS ADDENDUM NO. 2 TO CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LIFESTYLE CONDOMINIUMS (this "Addendum") is made effective as of the 5 day of April, 2009, by FF Cloverdale Residential, LLC, an Idaho limited liability company ("Declarant").

Recitals

A. Declarant is the successor in interest to the original Declarant, as set forth in that certain Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 107128890 in the official records of Ada County, Idaho, as amended by that certain Addendum No. 1 to Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 108129387 (the "Declaration").

B. Declarant desires for the Association (as that term is defined in the Declaration) to amend the Declaration as set forth herein.

C. Pursuant to terms of the Condominium Documents (as that term is defined in the Declaration), Declarant, as a Class B Member and owner of ninety three (93) Units, has sufficient voting authority to cause the Association to take such actions.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Condominium Documents are amended as follows:

1. Section 6.9 of the Declaration is hereby deleted in its entirety and replaced with the following:

6.9 Renting and Leasing. In order to maintain the character of the Project as primarily a housing community for owner-occupants, and to assure that the Project meets the requirements of institutional first mortgagees, institutional and governmental agency guarantors, and mortgage insurers necessary to qualify buyers and Owners and/or the Project for owner-occupant residential financing, no more than forty percent (40%) of the total Units shall be leased at all times, in accordance with the terms of this Section, following the date the Declarant transfers title to a single Unit.

6.9.1 Approval to Lease. The Association shall maintain a list of Units that are leased. Following the date the Declarant transfers title to a single Unit, if an Owner desires to lease a Unit, such Owner shall provide written notice to the Association at least thirty (30) days prior to the proposed commencement date of any such lease. If the Association receives notice of intent to lease a Unit from an Owner, and such lease will not increase the number of leased Units above the forty percent (40%) maximum limit, then the Association shall provide written notice of the approval of such lease to the requesting Owner.

6.9.2 Leasing Wait List. If the Association receives a notice of intent to lease a Unit from an Owner, and the number of Owner-occupied Units is or would be more than the forty percent (40%) maximum limit, the Owner providing such notice of intent to lease shall be notified by the Association that the forty percent (40%) maximum limit is exceeded. The Association shall maintain a list of Owners that sought permission to lease their Units but were unable to do so due to the forty percent (40%) maximum limit, which list shall be maintained according to the date of each Owner's request to lease.

6.9.3 Lease Agreements; Restrictions. Any lease agreement for a Unit shall be in writing, shall provide that the lease is and shall be subject in all respects to the provisions of the Condominium Documents, shall be for a term of not less than one (1) calendar month, and shall provide that the failure by the tenant to comply with the terms of the Condominium Documents shall be a default under the lease. Prior to the commencement of the term of a lease the Owner shall notify the Board, in writing, of the name or names of the tenants and the time during which the lease term shall be in effect. No lease may be of less than an entire Unit. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (1) rental under which occupants are provided customary hotel services such as room service, laundry service and similar services; or (2) rental to roomers or boarders, defined as rental to one or more persons of a portion of a Unit only. If an Owner leases a Unit in violation of the restrictions set forth in this Section or otherwise fails to comply with this Section, such Owner shall be in default of this Declaration, and shall indemnify, defend and hold harmless the Association and the other Owners from and against any and all claims, loss or damage arising from or related to such violation.

6.9.4 Re-Leasing; Change of Tenants. At least thirty (30) days prior to the expiration of an existing lease of a Unit, or within five (5) days of the termination of an existing lease, the Owner of such Unit shall notify the Association of such expiration or termination. Additionally, the Owner shall at that time provide written notice to the Association of its intent to either re-lease the Unit to another tenant or to be removed from the list of Units approved for leasing. If an Owner does not lease its Unit within thirty (30) days of such expiration or termination date, the Association's approval for such Owner to lease its Unit shall be revoked, and the Association shall notify the next Owner on the Leasing Wait List (if any). Owners who have had their approval revoked pursuant to this Section 6.9.4 may resubmit a new request to the Association for a new approval subject to Section 6.9.1.

6.9.5 Lease Opportunity Notice. If the number of leased Units falls below the forty percent (40%) maximum limit, the Association shall provide the first Owner on the Leasing Wait List (if any) with notice of the ability to lease such Owner's Unit (the "Lease Opportunity Notice"). If an Owner declines to lease its Unit or does not lease its Unit within thirty (30) days of receipt of a Lease Opportunity Notice, the Association's approval for such Owner to lease its Unit shall be revoked, and the Association shall notify the next Owner on the Leasing Wait List (if any). Owners who have had their approval revoked pursuant to this Section 6.9.5 may resubmit a new request to the Association for a new approval subject to Section 6.9.1.

6.9.6 Exceptions for Hardship, Familial Relationships. In cases of extreme hardship, including but not limited to disability, job loss, temporary job relocation, military service, divorce, etc., the Association may, in its sole discretion, make an exception to the rental restriction and temporarily authorize an Owner to lease its Unit. The Association may also, in its

sole discretion, waive the rental restriction for tenants who are immediate family members such as a parent or child.

6.9.7 Exclusions from Rental Restrictions. Notwithstanding anything to the contrary contained in this Declaration, the rental restrictions set forth Section 6.9 and its subsections, shall not be applicable to: (1) an institutional first mortgagee, insurer, guarantor which takes title to a Unit by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Unit of that institutional first mortgagee, insurer, guarantor or purchaser, that rents the Unit(s) so acquired, or (2) Declarant, or Declarant's assignee who becomes a successor developer for the Project, that rents a Unit or Units owned by Declarant or such successor.

2. Section 7.2.2 of the Declaration is hereby deleted in its entirety and replaced with the following:

7.2.2 Class B Membership. Class B Member(s) shall be Declarant, its successors and assigns. Each Class B Member shall be entitled to the number of votes that is equal to three (3) votes for each Unit in which it holds the interest required for membership in the Association. The Declarant's Class B Membership shall convert to a Class A Membership upon the earlier of (a) the date designated by Declarant in a written notice to the Unit Owners, which date may, at Declarant's election, be any date following the Transition Date; (b) one (1) calendar year after Declarant has closed sales to bona fide purchasers of Units representing more than three-fourths (3/4) of the total number of Units in the Project (as the same may be expanded pursuant to Article 13); or (c) five (5) calendar years after Declarant has closed the first sale of a Unit to a bona fide purchaser.

3. Section 7.5 of the Declaration is hereby deleted in its entirety and replaced with the following:

7.5 Maintenance of Records and Right of Inspection. The Association shall keep and maintain at its principal place of business, current copies of the Condominium Documents, any rules and regulations applicable to the Property and its books, records and financial statements. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Owner at the Owner's expense, or by such Owner's duly appointed representatives, and by any Eligible Mortgagee at any reasonable time and for a purpose reasonably related to such Owner's interest as an Owner or such Eligible Mortgagee's interest at the office of the Association or at such other place as the Board shall prescribe. No Owner or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Owner. Upon written request to the Association, any Eligible Mortgagee may have an audited financial statement of the Association prepared at such Eligible Mortgagee's sole cost and expense (including, without limitation, compensation for any actual costs incurred by the Association in responding to any such audit request).

4. Section 8.5.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

8.5.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and

attorneys' fees and other professional fees, for the conduct of its affairs as provided in the Condominium Documents, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area or furnishing utility services, including water and sewer, and other common services to each Unit, any deficit remaining from previous periods, a management contingency reserve, 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 the Association that must be replaced and maintained on a regular basis (collectively the "Expenses"). Declarant and/or the Association reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium shall be fully responsible for the costs of providing utilities for the Owner's individual use.

5. Section 10.1.4 of the Declaration is hereby deleted in its entirety and replaced with the following:

10.1.4 Fidelity Insurance; Director and Officer. The Association shall obtain and maintain in such amounts and in such forms as it shall deem appropriate coverage against liability of its officers and directors, dishonesty of employees, destruction or disappearance of money or securities, and forgery, but in any event with policy limits for the maximum amount of funds handled by the Association and its agents and representatives, in any event not less than an amount equal to three (3) months worth of Regular Assessments for all Units subject to assessment under this Declaration.

6. Section 13.3 of the Declaration is hereby deleted in its entirety and replaced with the following:

13.3 Description of Additional Property. Units 47, 51, 52, 54, 55, 56, 58, 59, 60, 61, and 62 shall constitute the first phase of the Project. Developer may add the other Units in additional phases to the Project pursuant to the terms of Article 13 (the "Additional Property").

7. Article 15 of the Declaration is hereby amended to include the following:

Any amendment to the Condominium Documents that will have a material adverse affect on mortgagees must be approved by at least fifty one percent (51%) of the Eligible Mortgagees. Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs must be approved by at least fifty one percent (51%) of the Eligible Mortgagees. If an Eligible Mortgagee fails to submit a response to any written proposal regarding the Condominium Documents or the Project within sixty (60) days of its receipt, such Eligible Mortgagee shall be conclusively deemed to have approved the proposal; provided, any written proposal to an Eligible Mortgagee shall be sent via certified or registered mail, return receipt requested.

8. In the event of a conflict between the Condominium Documents and this Addendum, the terms of this Addendum shall govern. The Declaration, as modified by this Addendum, shall continue in full force and effect. Any capitalized terms used in this Addendum that are not defined herein shall have the meaning ascribed to them in the Declaration.

[remainder of page intentionally left blank]

This Addendum is executed effective as of the date first above written.

DECLARANT:

FF Cloverdale Residential, LLC, an Idaho limited liability company

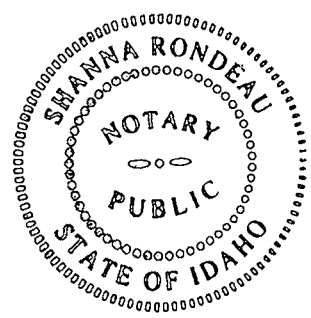
By: Everett Davis III
Everett Davis III, Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 23rd day of April, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared Everett Davis III, known or identified to me to be the manager of FF Cloverdale Residential, LLC, an Idaho limited liability company, the limited liability company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of FF Cloverdale Residential, LLC, and acknowledged to me that such limited liability 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.

Shanna Rondeau
Notary Public
Residing at Boise Idaho
Commission Expires 05/15/2013



CERTIFICATION:

The undersigned, President and Secretary of the Association, hereby certify and attest that this Addendum has been approved by the vote or written consent of Members representing more than two-thirds (2/3) of the total votes which may be cast by all of the Members.

By: Everett Davis III

By: Michael T. Kelly

Print Name: Everett Davis III

Print Name: Michael T. Kelly

Title: President

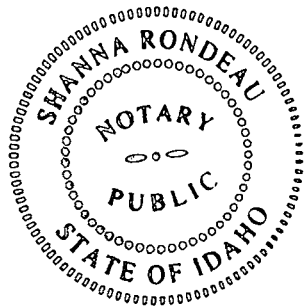
Title: Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 23rd day of April, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared Everett Davis III, known or identified to me to be the President of Orchards at Cloverdale Condominium Association, Inc., an Idaho nonprofit corporation, the nonprofit corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of Orchards at Cloverdale Condominium Association, Inc., and acknowledged to me that such nonprofit 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.

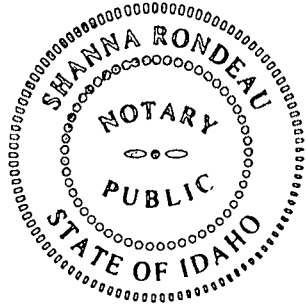
Shanna Rondeau
Notary Public
Residing at Boise, Idaho
Commission Expires 05/15/2013



STATE OF IDAHO)
) ss.
County of Ada)

On this 23rd day of April, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared Michael T. Keller, known or identified to me to be the Secretary of Orchards at Cloverdale Condominium Association, Inc., an Idaho nonprofit corporation, the nonprofit corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of Orchards at Cloverdale Condominium Association, Inc., and acknowledged to me that such nonprofit 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.



Shanna Rondeau
Notary Public
Residing at Boise, Idaho
Commission Expires 05/15/2013

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 05/11/10 12:17 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Lifestyle Condos

AMOUNT 81.00 27



110043289

ADDENDUM NO. 3 TO
CONDOMINIUM DECLARATION
AND COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE LIFESTYLE CONDOMINIUMS
(commonly known as the Orchards at Cloverdale)

**ADDENDUM NO. 3 TO CONDOMINIUM DECLARATION
AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE LIFESTYLE CONDOMINIUMS**

THIS ADDENDUM NO. 3 TO CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LIFESTYLE CONDOMINIUMS (this "Addendum") is made effective as of the 11th day of May, 2010, by FF Cloverdale Residential, LLC, an Idaho limited liability company ("Declarant"), and Frances Chickie Schroeder, an unmarried person, Carole A. Kolman, an unmarried person, and Kenneth Anthony Kolman, a married person, Peter G. Stewart, an unmarried person, Thomas E. Boyer and Jean M. Boyer, husband and wife, Kleck Family Trust, dated 12/20/96, Deloy Paskett, a married person dealing in his sole and separate property, Christensen Family Trust, The Donald D. Jones and Laura M. Lyda Residence Trust, dated 12/8/09, James H. Devine and Paula K. Devine, husband and wife as community property with right of survivorship, Jack N. Chase, an unmarried person, Maxine W. Jensen, an unmarried person, Tyler C. Newell and Katie Newell, husband and wife, Nancy R. Iseri, an unmarried person, Robert Lee Jones, an unmarried person, Spencer Family Revocable Trust, Louis C. Kuchenriter and Barbara L. Kuchenriter, husband and wife, Gladys Rodman, an unmarried person, and Christine M. Smith, an unmarried person (collectively, the "Other Owners").

Recitals

A. Declarant is the successor in interest to the original Declarant, as set forth in that certain Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 107128890 in the official records of Ada County, Idaho, as amended by that certain Addendum No. 1 to Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 108129387, and that certain Addendum No. 2 to Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 109052174 (the "Declaration").

B. Declarant is the licensee as that term is defined in that certain License Agreement, filed as Instrument No. 109140249 in the official records of Ada County, Idaho (the "License Agreement"), with Nampa-Meridian Irrigation District, which License Agreement benefits the property described in the Declaration.

C. Pursuant to terms of the Condominium Documents (as that term is defined in the Declaration), Declarant, as a Class B Member and owner of ninety three (93) Units, has the right and sufficient voting authority to cause the Association to take such actions.

D. Frances Chickie Schroeder, an unmarried person, is the owner of Unit 41.

E. Carole A. Kolman, an unmarried person, and Kenneth Anthony Kolman, a married person, are the owners of Unit 44.

F. Peter G. Stewart, an unmarried person, is the owner of Unit 47.

G. Thomas E. Boyer and Jean M. Boyer, husband and wife, are the owners of Unit 48.

H. James H. Devine and Paula K. Devine, husband and wife as community property with right of survivorship, are the owners of Unit 50.

I. Kleck Family Trust, dated 12/20/96, is the owner of Unit 51.

J. Deloy Paskett, a married person dealing in his sole and separate property, and Christensen Family Trust are the owner of Unit 52.

K. The Donald D. Jones and Laura M. Lyda Residence Trust, dated 12/8/09 is the owners of Unit 53.

L. Jack N. Chase, an unmarried person, is the owner of Unit 54.

M. Maxine W. Jensen, an unmarried person, is the owner of Unit 55.

N. Tyler C. Newell and Katie Newell, husband and wife, are the owners of Unit 56.

O. Nancy R. Iseri, an unmarried person, is the owner of Unit 57.

P. Robert Lee Jones, an unmarried person, is the owner of Unit 58.

Q. Spencer Family Revocable Trust is the owner of Unit 59.

R. Louis C. Kuchenriter and Barbara L. Kuchenriter, husband and wife, are the owners of Unit 60.

S. Gladys Rodman, an unmarried person, is the owner of Unit 61.

T. Christine M. Smith, an unmarried person, is the owner of Unit 62.

U. Declarant and the Other Owners own all of the Units in the Project.

V. Declarant and the Other Owners desires for the Condominium Documents to be amended as follows.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Condominium Documents are amended as follows:

1. Exhibit B of the Declaration is hereby deleted in its entirety and replaced with the Exhibit B attached to this Addendum and incorporated by this reference.

2. Exhibit E of the Declaration is hereby deleted in its entirety and replaced with the Exhibit E attached to this Addendum and incorporated by this reference.

3. Exhibit F of the Declaration is hereby deleted in its entirety and replaced with the Exhibit F attached to this Addendum and incorporated by this reference.

4. Section 7.4.2.1 of the Declaration is hereby amended to include the following:

The Association shall be responsible for the performance of all of the obligations of the Licensee (as that term is defined in the License Agreement), including, without limitation, payment of all costs due from the Licensee under the License Agreement.

5. The Declaration is hereby amended to include the following as Section 13.10:

13.10 Authority to Alter, Combine and Add Units. Notwithstanding any other provision of the Declarant or Bylaws, as long as the Declarant owns one or more Units, the Declarant shall have the right, without further authorization from the Owners, Board or Association, to alter the layout and design of Units, and combine, partition or otherwise realign Units held by the Declarant in order to facilitate their sale or lease, so long as such actions do not increase or decrease the total number of Units in the Project. Declarant shall have the right to reflect such changes in the affected Unit or Units and Buildings in a duly recorded amendment to the Declaration and the Plat, which amendments shall include a reference to the authority of Declarant to so amend this Declaration and the Plat pursuant to this Article 13. Without limiting the foregoing, the Owners, for themselves and their successor and assigns, hereby expressly agree that Declarant's signature on an amendment to the Declaration or Plat made under this Section shall be effective without any additional signatures from the Owners.

By accepting a deed to a Unit, each Owner hereby grants to the Declarant a special power of attorney for Declarant to execute on its behalf any amendments to the Declaration and Plat that may be required for Declarant to exercise its rights granted under Article 13. The Owners hereby agree and acknowledge that their respective interests in the Common Area may be adjusted as a result of any amendment to the Declaration or Plat by Declarant pursuant to this Section.

Neither this provision nor the authority of the Declarant to record an amendment of the Declaration and Plat pursuant thereto may be modified or deleted by amendment of the Declaration or Bylaws or otherwise, until such time as the Declarant shall have sold all Units held by it.

6. In the event of a conflict between the Condominium Documents and this Addendum, the terms of this Addendum shall govern. The Declaration, as modified by this Addendum, shall continue in full force and effect. Any capitalized terms used in this Addendum that are not defined herein shall have the meaning ascribed to them in the Declaration.

7. This Addendum may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as but a single instrument.

[remainder of page intentionally left blank]

This Addendum is executed effective as of the date first above written.

DECLARANT:

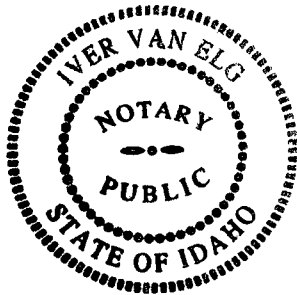
FF Cloverdale Residential, LLC, an Idaho limited liability company

By: Everett Davis III
Everett Davis III, Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 10 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Everett Davis III, known or identified to me to be the manager of FF Cloverdale Residential, LLC, an Idaho limited liability company, the limited liability company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of FF Cloverdale Residential, LLC, and acknowledged to me that such limited liability 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.



Iver Van Elg
Notary Public
Residing at Boise, Idaho
Commission Expires Nov 1, 2012

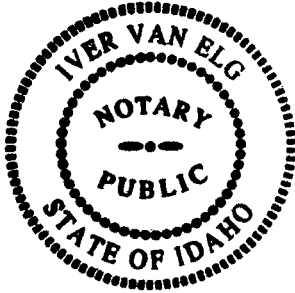
OTHER OWNERS:

Frances Chickie Schroeder
Frances Chickie Schroeder, an unmarried person
Schroeder

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Frances Chickie Schroeder, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



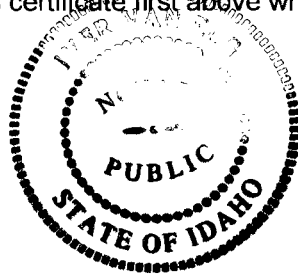
Iver Van Elg
Notary Public
Residing at BOISE, Idaho
Commission Expires NOV 1, 2012

Carole A Kolman
Carole A. Kolman, an unmarried person


STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Carole A Kolman, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



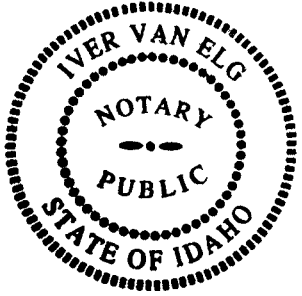
Iver Van Elg
Notary Public
Residing at BOISE, Idaho
Commission Expires NOV 1, 2012

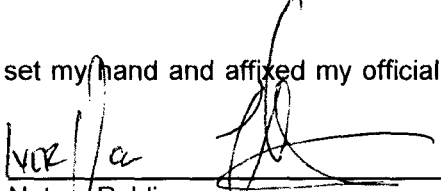

Kenneth Anthony Kolman, a married person


STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Kenneth Anthony Kolman, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



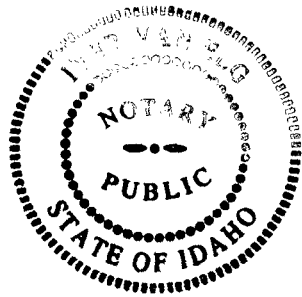

Notary Public
Residing at Boise, Idaho
Commission Expires NOV 1, 2012 (15)

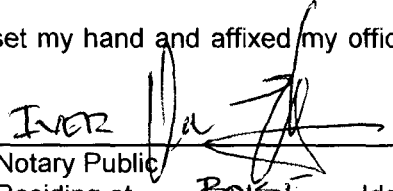

Peter G. Stewart, an unmarried person

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Peter G. Stewart, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



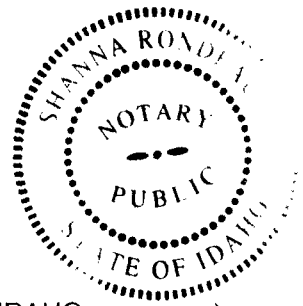

Notary Public
Residing at Boise, Idaho
Commission Expires NOV 1, 2012

Thomas E. Boyer
Thomas E. Boyer, a married person

STATE OF IDAHO)
) ss.
County of Ada)

On this 19 day of ~~January~~ February, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Thomas E. Boyer, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



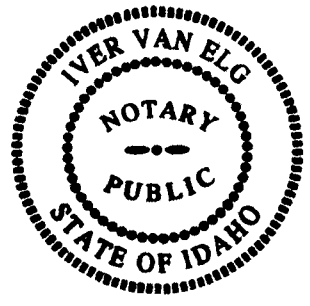
[Signature]
Notary Public
Residing at Boise, Idaho
Commission Expires 00/10/13

Jean M. Boyer
Jean M. Boyer, a married person

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Jean M. Boyer, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



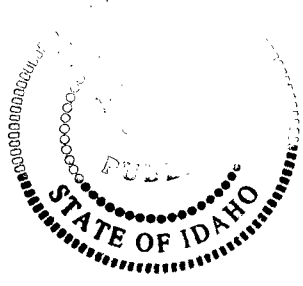
Iver Van Elg
Notary Public
Residing at Boise, Idaho
Commission Expires NOV 1, 2012

James H. Devine
James H. Devine, a married person

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared James H. Devine, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



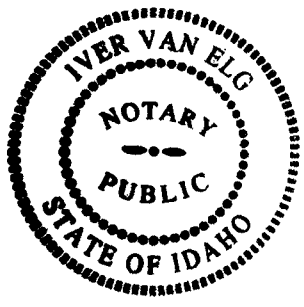
Iver Van Elg
Notary Public
Residing at Bose, Idaho
Commission Expires NOV 1, 2012

Paula K. Devine
Paula K. Devine, a married person

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Paula K. Devine, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



Iver Van Elg
Notary Public
Residing at Bose, Idaho
Commission Expires NOV 1, 2012

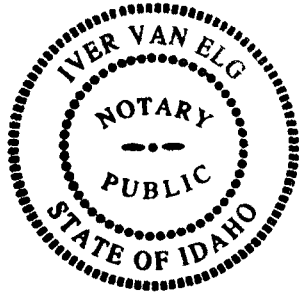
Kleck Family Trust, dated 12/20/96

By: Dorothy S. Kleck
Print Name: DOROTHY S. KLECK
Title: Trustee

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared DOROTHY S. KLECK, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of Kleck Family Trust who of executed the instrument or the person who executed the instrument on behalf of Kleck Family Trust, and acknowledged to me that he/she executed the same as Trustee of Kleck Family Trust.

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



Iver Van Elg
Notary Public
Residing at Boise, Idaho
Commission Expires NOV 1, 2012

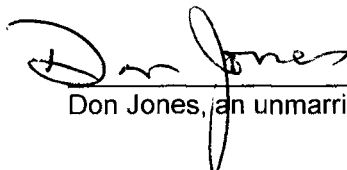
Deloy Paskett, a married person dealing in his sole
and separate property

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Deloy Paskett, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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
Residing at _____, Idaho
Commission Expires _____

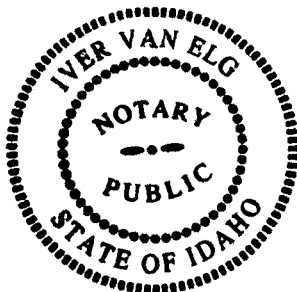


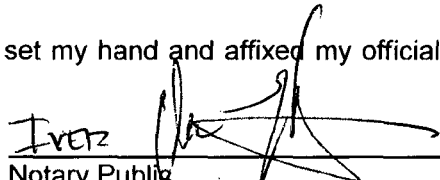
Don Jones, an unmarried person

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Don Jones, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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
Residing at BOSTON, Idaho
Commission Expires NOV 15 2012

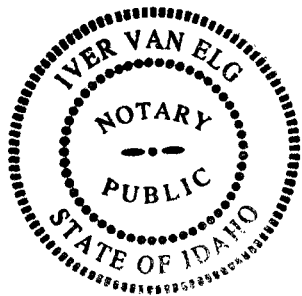
SEE PREVIOUS PAGE

Laura Lyda
Laura Lyda, an unmarried person

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Laura Lyda, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



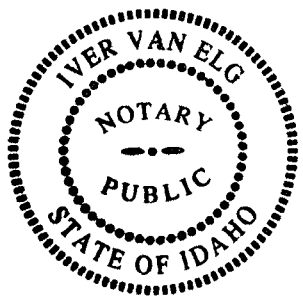
Iver Van Elg
Notary Public
Residing at BOISE, Idaho
Commission Expires NOV 1, 2012

Jack N. Chase
Jack N. Chase, an unmarried person

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Jack N. Chase, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



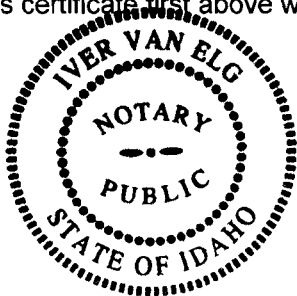
Iver Van Elg
Notary Public
Residing at BOISE, Idaho
Commission Expires NOV 1, 2012

Maxine W. Jensen
Maxine W. Jensen, an unmarried person

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Maxine W. Jensen, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



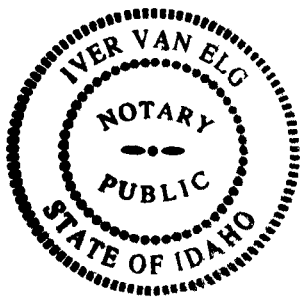
Iver Van Elg
Notary Public
Residing at Boise, Idaho
Commission Expires NOV 12, 2012

Nancy R. Iseri
Nancy R. Iseri, an unmarried person

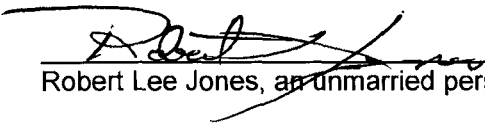
STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Nancy R. Iseri, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



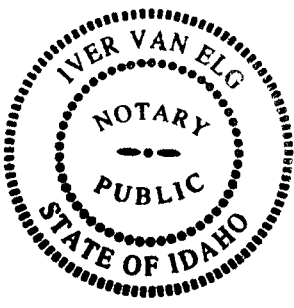
Iver Van Elg
Notary Public
Residing at Boise, Idaho
Commission Expires NOV 1, 2012


Robert Lee Jones, an unmarried person

STATE OF IDAHO)
) ss.
County of Ada)

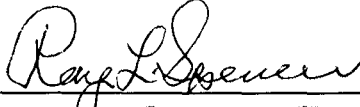
On this 20~~th~~ day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Robert Lee Jones, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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



IVER VAN ELG
Notary Public
Residing at Boise, Idaho
Commission Expires NOV 12, 2012

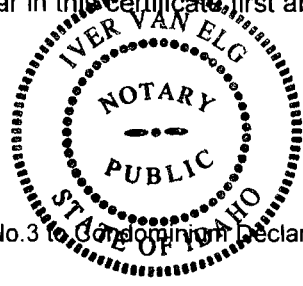
Spencer Family Revocable Trust

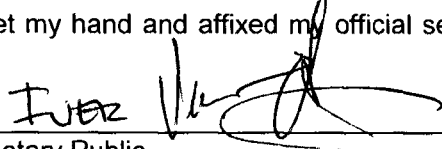
By: 
Print Name: RAY L SPENCER

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared RAY L. SPENCER, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of Spencer Family Revocable Trust who of executed the instrument or the person who executed the instrument on behalf of Spencer Family Revocable Trust, and acknowledged to me that he/she executed the same as Trustee of Spencer Family Revocable Trust.

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
Residing at Boise, Idaho
Commission Expires NOV 1, 2012

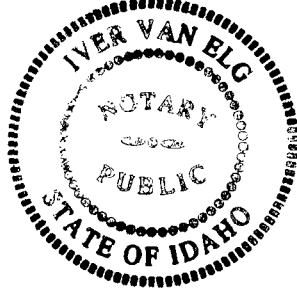
Louis C. Kuchenritter

Louis C. Kuchenritter, a married person

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Louis C. Kuchenritter, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



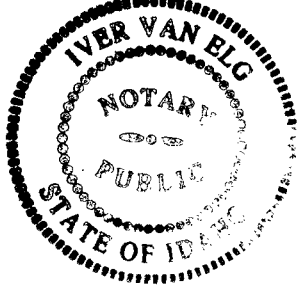
Iver Van Elg
Notary Public
Residing at Boise, Idaho
Commission Expires NOV 1, 2012

Barbara L. Kuchenritter
Barbara L. Kuchenritter, a married person

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Barbara L. Kuchenritter, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



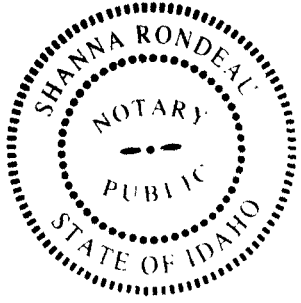
Iver Van Elg
Notary Public
Residing at Boise, Idaho
Commission Expires NOV 1, 2012

Gladys Rodman
Gladys Rodman, an unmarried person

STATE OF IDAHO)
) ss.
County of Ada)

On this 19th day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Gladys Rodman, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



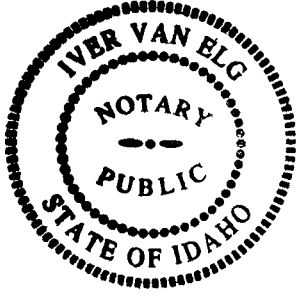
Shanna Rondeal
Notary Public
Residing at Boise, Idaho
Commission Expires 05/15/2013

Christine M. Smith
Christine M. Smith, an unmarried person

STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of January, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Christine M. Smith, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



Iver Van Elg
Notary Public
Residing at BOISE, Idaho
Commission Expires NOV 6, 2012

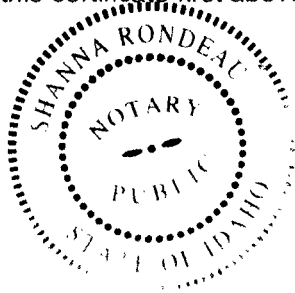
[Handwritten Signature]

Tyler C. Newell, a married person

STATE OF IDAHO)
) ss.
County of Ada)

On this 10th day of May, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Tyler C. Newell, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



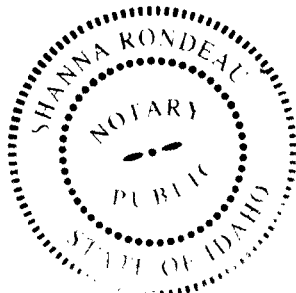
[Handwritten Signature]
Notary Public
Residing at Bas, Idaho
Commission Expires 05/15/13

[Handwritten Signature]
Katie Newell, a married person

STATE OF IDAHO)
) ss.
County of Ada)

On this 10th day of May, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared Katie Newell, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



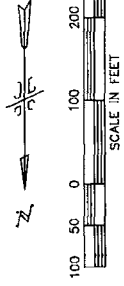
[Handwritten Signature]
Notary Public
Residing at Basie, Idaho
Commission Expires 05/15/13

EXHIBIT B

Plat

LIFESTYLE CONDOMINIUMS AMENDMENT NO. 1

Units No. 1, 32, 41, 54, 64 and 65-72, Situated in Lot 4, Block 1 of Lifestyle Subdivision,
Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2010



Revised Units

THE PURPOSE OF THIS AMENDMENT IS TO MODIFY UNITS 1, 32, 41, 54, 64 AND 65-72. SAID UNITS HAVE BEEN REVISED AND DIMENSIONED AS SHOWN HEREON. ALL OTHER UNITS REMAIN THE SAME AS THEY WERE PLATTED IN THE ORIGINAL LIFESTYLE CONDOMINIUMS, BOOK 89, PAGES 12,660 THROUGH 12,666, RECORDS OF ADA COUNTY, IDAHO.

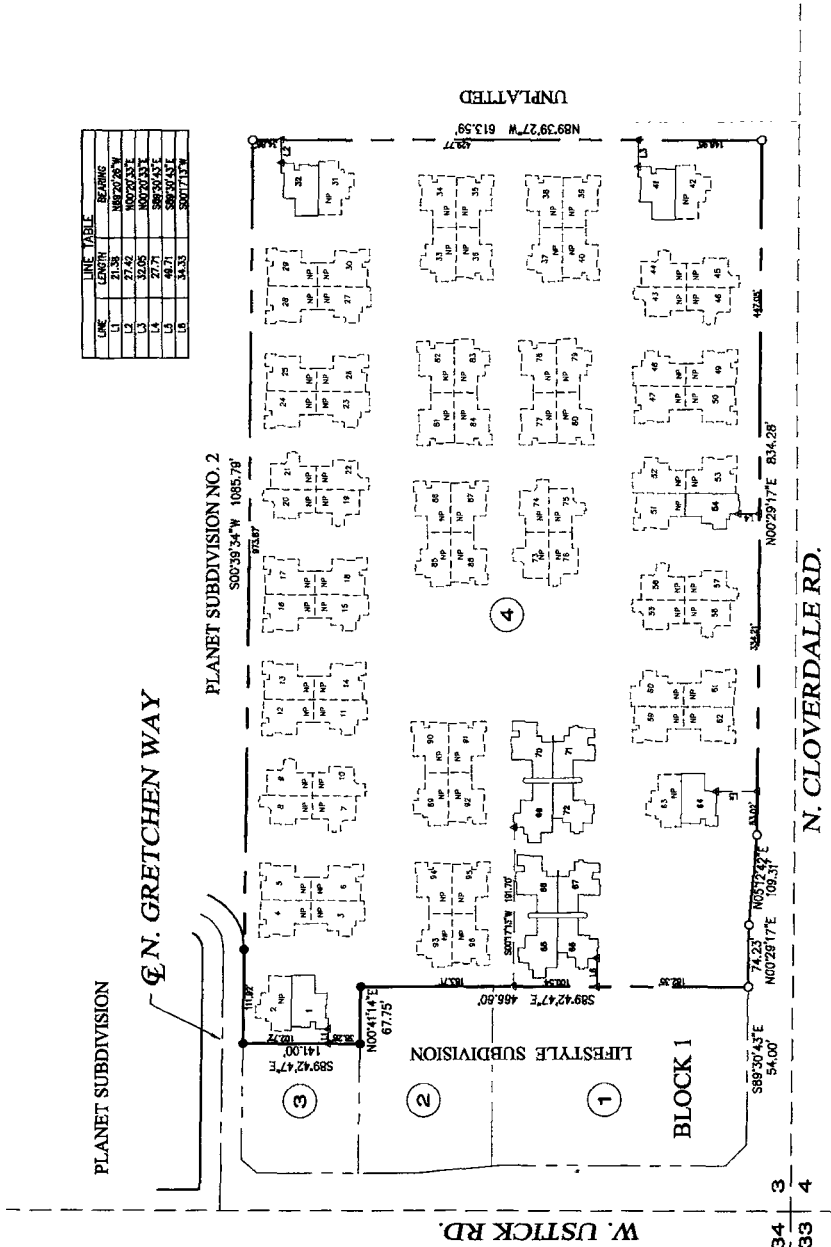
Notes

1. BUILDING SURVEY TIES AS SHOWN ARE TO INTERIOR CORNERS OF THE UNITS.
2. FOR INFORMATION CONCERNING THE USES, RESPONSIBILITIES, MAINTENANCE AND RELATIONSHIPS OF THE UNIT AND COMMON AREA, LIMITED COMMON AREA AND COMMON/CROSS ACCESS, INGRESS-EGRESS AND PARKING EASEMENTS, SEE THE CONDOMINIUM DECLARATION AND SUPPLEMENTAL DECLARATION FOR EACH OF THE CONDOMINIUM UNITS AS LISTED IN SCHEDULE A, ATTACHMENT No. 1 TO THE CONDOMINIUM DECLARATION PER INSTRUMENT No. 108123387, APPENDUM No. 2 TO THE CONDOMINIUM DECLARATION PER INSTRUMENT No. 109052174, APPENDUM No. 3 TO THE CONDOMINIUM DECLARATION PER INSTRUMENT No. _____.
3. ALL UNIT ANGLES ARE 90° UNLESS SPECIFIED OTHERWISE.

Legend

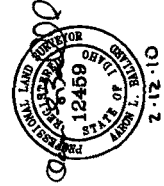
- CALCULATED BUILDING CORNER, NOTHING FOUND OR SET
- FOUND 5/8" WPC STAMPED "HME 5617" OR MARKED AS SHOWN
- BOUNDARY LINE
- EXISTING LOT LINE
- SECTION LINE
- EXISTING STREET CENTERLINE
- LIFESTYLE SUBDIVISION LOT NUMBER
- ① UNIT NUMBER
- ② NOT A PART

UNIT	UNIT TABLE	BEARING
U1	21.38	N007022W
U2	27.42	N007022W
U3	32.05	N007022W
U4	27.71	S883925E
U5	48.71	S883925E
U6	34.83	S007127E



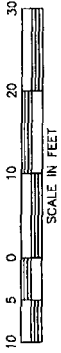
Owner
FF Cloverdale Residential, LLC
P.O. Box 1965
Sun Valley, Idaho 83353

THE LAND GROUP, INC.
462 East State Drive, Suite 100
Boise, Idaho 83716
Phone: (208) 338-4441
Fax: (208) 338-4445
www.thelandgroup.com



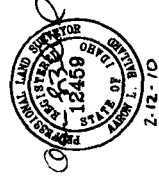
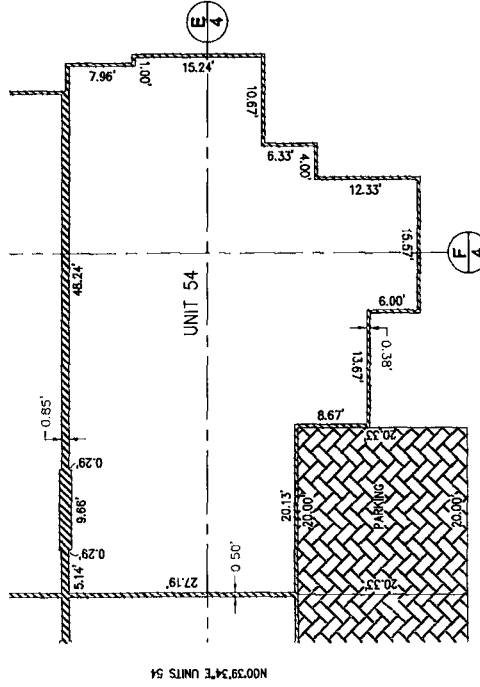
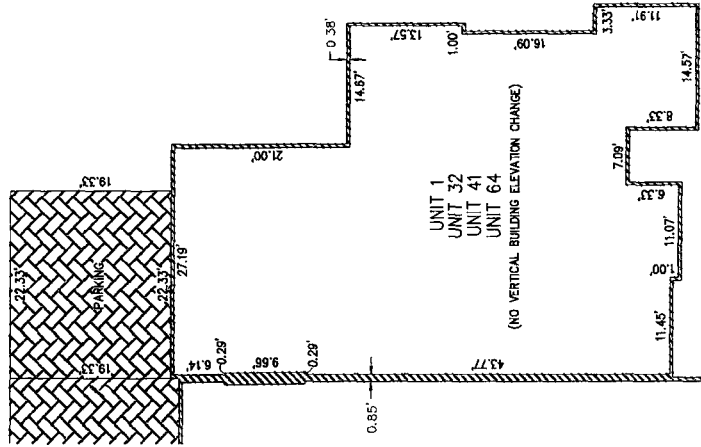
LIFESTYLE CONDOMINIUMS AMENDMENT No. 1

Units No. 1, 32, 41, 54, 64 and 65-72; Situated in Lot 4, Block 1 of Lifestyle Subdivision,
Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2010



Legend

- UNIT NUMBER
- COMMON AREA
- LIMITED COMMON AREA



Owner
FF Cloverdale Residential, LLC
P.O. Box 1965
Sun Valley, Idaho 83353

THE LAND GROUP, INC.
455 East State Street, Suite 100
Englewood, Idaho 83818
Phone (208) 838-0941
Fax (208) 838-0445
www.thelandgroup.com

LIFESTYLE CONDOMINIUMS AMENDMENT NO. 1

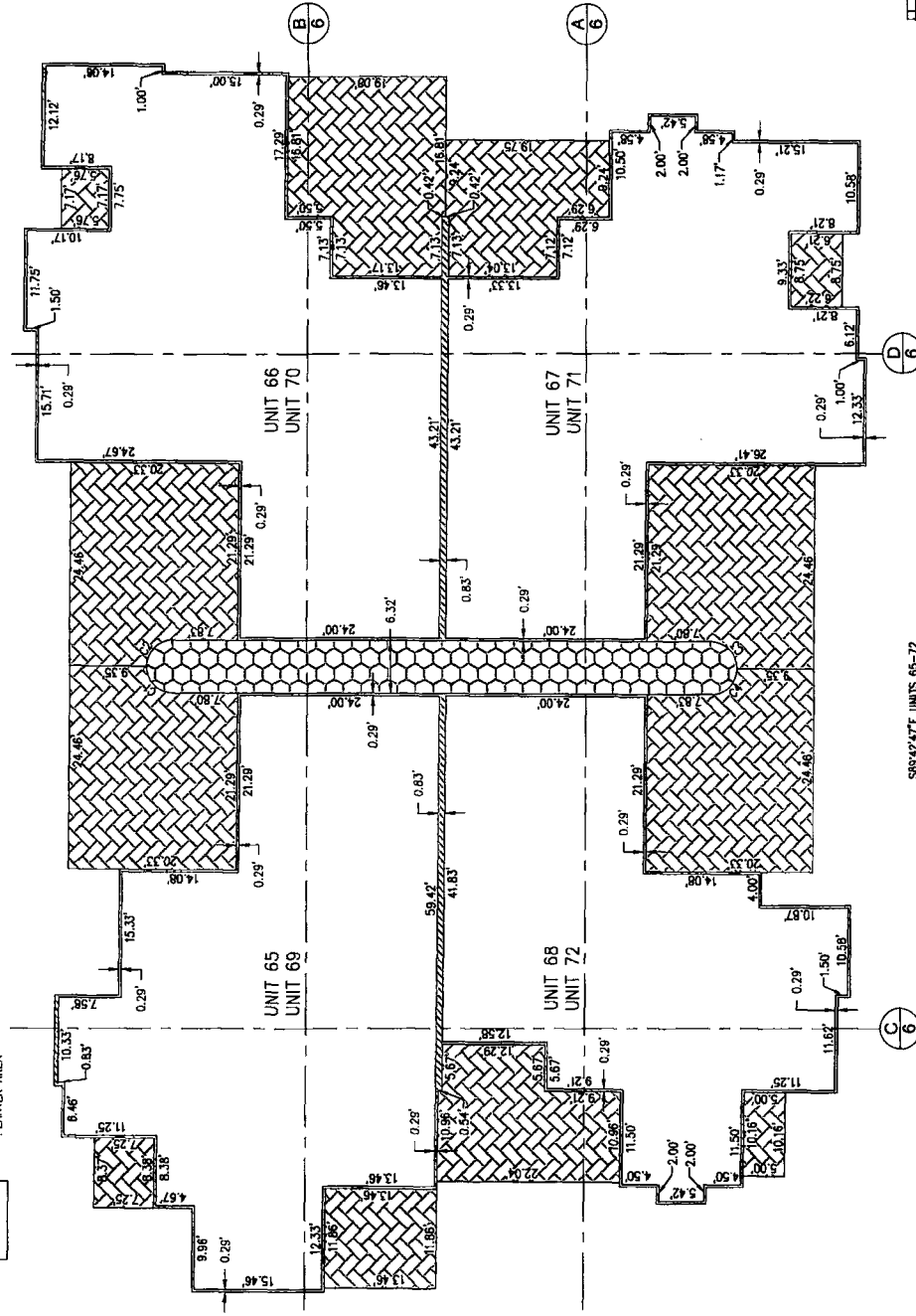
Units No. 1, 32, 41, 54, 64 and 65-72, Situated in Lot 4, Block 1 of Lifestyle Subdivision,
Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2010



Legend

- UNIT 1
- COMMON AREA
- LIMITED COMMON AREA
- PLANTER AREA

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	5.03'	3.17'	90°59'50"	N45°28'53"E	4.52'
C2	4.92'	3.17'	89°00'14"	S44°30'05"E	4.44'
C3	5.03'	3.17'	91°00'40"	N45°30'20"E	4.52'
C4	4.92'	3.17'	88°59'21"	S44°28'40"E	4.44'



000713'E UNITS 65-72

589'42"47'E UNITS 65-72



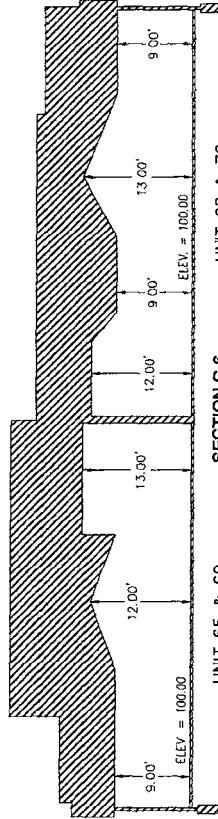
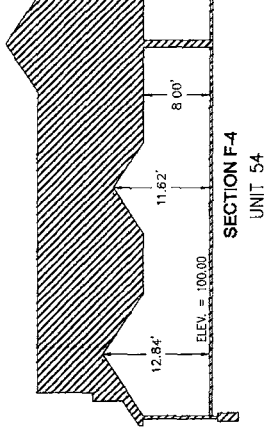
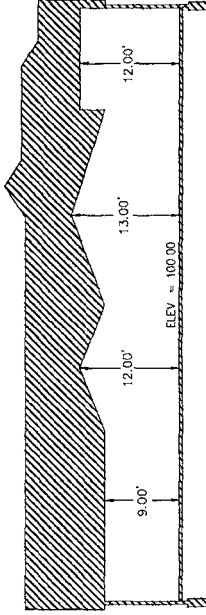
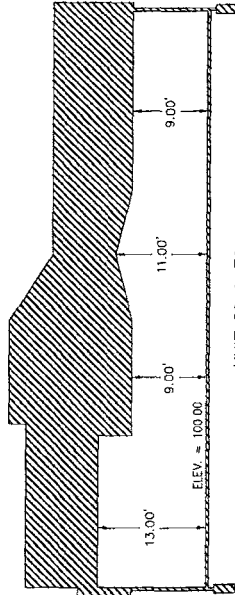
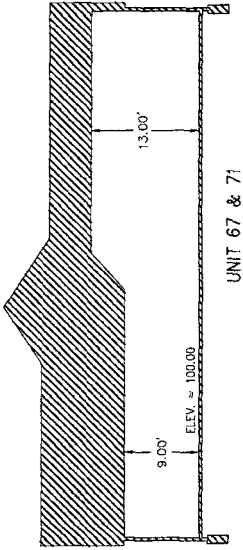
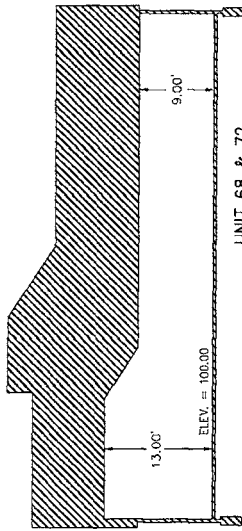
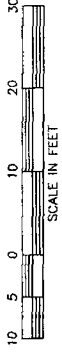
2-17-10
Owner

FF Cloverdale Residential, LLC
P.O. Box 1965
Sun Valley, Idaho 83353

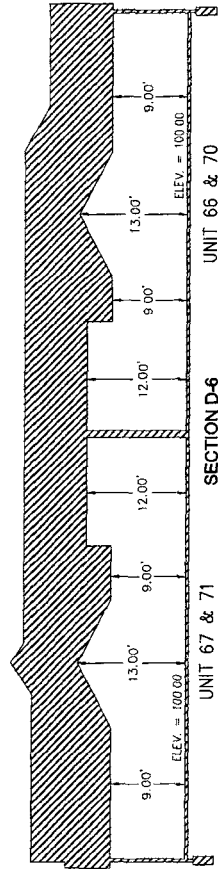
THE LAND GROUP, INC.
492 East Shoshone Drive, Suite 100
Boise, Idaho 83725
Phone (208) 338-4041
Fax (208) 338-4445
www.thelandgroupinc.com

LIFESTYLE CONDOMINIUMS AMENDMENT NO. 1

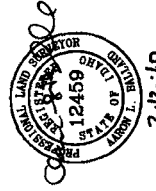
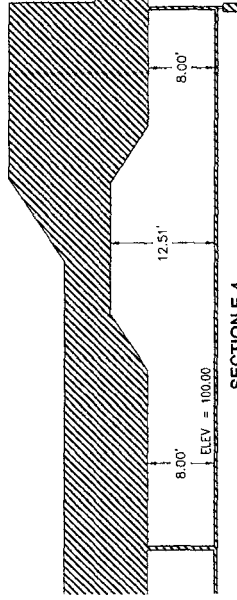
Units No. 1, 32, 41, 54, 64 and 65-72. Situated in Lot 4, Block 1 of Lifestyle Subdivision,
Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2010



UNIT 68 & 72
SECTION C-6
ELEV. = 100.00



UNIT 66 & 70
SECTION D-6
ELEV. = 100.00



Owner
FF Cloverdale Residential, LLC
P.O. Box 1965
Sun Valley, Idaho 83353



LIFESTYLE CONDOMINIUMS AMENDMENT No. 1

Units No. 1, 32, 41, 54, 64 and 65-72, Situated in Lot 4, Block 1 of Lifestyle Subdivision,
Located in a Portion of the West 1/2 of U.S. Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2010

Certificate of Owner

KNOWN ALL PERSONS BY THESE PRESENTS:
THAT FF CLOVERDALE, LLC, AN IDAHO LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF IDAHO AND DULY QUALIFIED TO DO BUSINESS IN SAID
STATE OF IDAHO, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL PROPERTY
PLATTED HEREON AND THAT IT IS ITS INTENTION TO AMEND UNITS 1, 32, 41, 54, 64, AND
65-72 AS SHOWN AND NOTED HEREON AND FURTHER CONSENT TO THE RECDICATION OF THIS
PLAT AS SHOWN AND NOTED HEREON FOR THE CONDOMINIUM DECLARATION FOR LIFESTYLE CONDOMINIUMS, INSTRUMENT NO.
10128980, THIS PROJECT AMENDMENT NO. 1 RECONFIGURES UNITS 1, 32, 41, 54, 64 AND
65-72, AND MODIFIES THE COMMON AREA AND LIMITED COMMON AREA THEREIN AS ORIGINALLY
PLATTED AND SHOWN FOR THE CONDOMINIUM PLAT OF LIFESTYLE CONDOMINIUMS.

FF CLOVERDALE, LLC, AN IDAHO LIMITED LIABILITY COMPANY

Errett Davis II
ERRETT DAVIS II, MANAGER
DATE 2-10-2010

Acknowledgment

STATE OF IDAHO) ss
COUNTY OF ADA)
ON THIS 10 DAY OF February IN THE YEAR 2010, BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED
CLOVERDALE, LLC, AN IDAHO LIMITED LIABILITY COMPANY, BY Errett Davis II, THE AUTHORIZED SIGNATORY OF THE FF
CLOVERDALE RESIDENTIAL, LLC, WHICH HAS EXECUTED THE INSTRUMENT DESCRIBED IN THE
SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY
COMPANY EXECUTED THE SAME.



Errett Davis II
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT Boise, IDAHO
MY COMMISSION EXPIRES NOV. 1, 2010

Certificate of Ada County Surveyor

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY
THAT I HAVE REVIEWED THE INSTRUMENT AND THE PLAT THEREON AND THAT THEY COMPLY WITH
COMPLIANCE WITH THE APPLICABLE STATE OF IDAHO CODE AND LOCAL REQUIREMENTS RELATING
TO CONDOMINIUM PLAT AMENDMENTS.

ADA COUNTY SURVEYOR

Certificate of Ada County Treasurer

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

DATE _____ ADA COUNTY TREASURER _____

Certificate of the Ada County Recorder

STATE OF IDAHO) ss
COUNTY OF ADA)
INSTRUMENT NUMBER _____
I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF _____ AT
_____ MINUTES PAST _____ O'CLOCK _____ DAY OF _____
A.D. 2010, IN MY OFFICE AND WAS ONLY RECORDED IN BOOK _____ OF PLATS AT PAGES _____
THRU _____.

DEPUTY _____ EX-OFFICIO RECORDER _____
FEE: _____

Certificate of Surveyor

I, AARON L. BALLARD, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE
OF IDAHO, DO HEREBY CERTIFY THAT THIS AMENDMENT TO LIFESTYLE CONDOMINIUMS WAS
PREPARED UNDER MY DIRECT SUPERVISION FROM DESIGN DRAWINGS AND ACCURATELY
REPRESENTS THE CHANGES SHOWN HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO
CODE AND LOCAL REQUIREMENTS RELATING TO CONDOMINIUM PLAT AMENDMENTS.



Aaron L. Ballard
AARON L. BALLARD
DATE 2-8-10

Owner
FF Cloverdale Residential, LLC
P.O. Box 1965
Sun Valley, Idaho 83353



EXHIBIT "E"

Job No. 06029/109127
Date 12 January 2010

Percentage Ownership Interests in the Common Area

Unit NO.'s	Square Feet Per Unit	% Ownership Per Unit
UNIT 1	2200	1.071%
UNIT 2	2041	0.994%
UNIT 3	2044	0.995%
UNIT 4	2204	1.073%
UNIT 5	2181	1.062%
UNIT 6	2181	1.062%
UNIT 7	1660	0.808%
UNIT 8	2279	1.110%
UNIT 9	2269	1.105%
UNIT 10	2277	1.109%
UNIT 11	2044	0.995%
UNIT 12	2204	1.073%
UNIT 13	2181	1.062%
UNIT 14	2181	1.062%
UNIT 15	2044	0.995%
UNIT 16	2204	1.073%
UNIT 17	2181	1.062%
UNIT 18	2181	1.062%
UNIT 19	1660	0.808%
UNIT 20	2279	1.110%
UNIT 21	2269	1.105%
UNIT 22	2277	1.109%
UNIT 23	2044	0.995%
UNIT 24	2204	1.073%
UNIT 25	2181	1.062%
UNIT 26	2181	1.062%
UNIT 27	2044	0.995%
UNIT 28	2204	1.073%
UNIT 29	2181	1.062%
UNIT 30	2181	1.062%
UNIT 31	2041	0.994%
UNIT 32	2200	1.071%
UNIT 33	2044	0.995%
UNIT 34	2204	1.073%
UNIT 35	2181	1.062%
UNIT 36	2181	1.062%
UNIT 37	2044	0.995%
UNIT 38	2204	1.073%
UNIT 39	2181	1.062%
UNIT 40	2181	1.062%
UNIT 41	2200	1.071%
UNIT 42	2041	0.994%
UNIT 43	2279	1.110%
UNIT 44	2269	1.105%
UNIT 45	2277	1.109%
UNIT 46	1660	0.808%
UNIT 47	2181	1.062%
UNIT 48	2044	0.995%

Continued

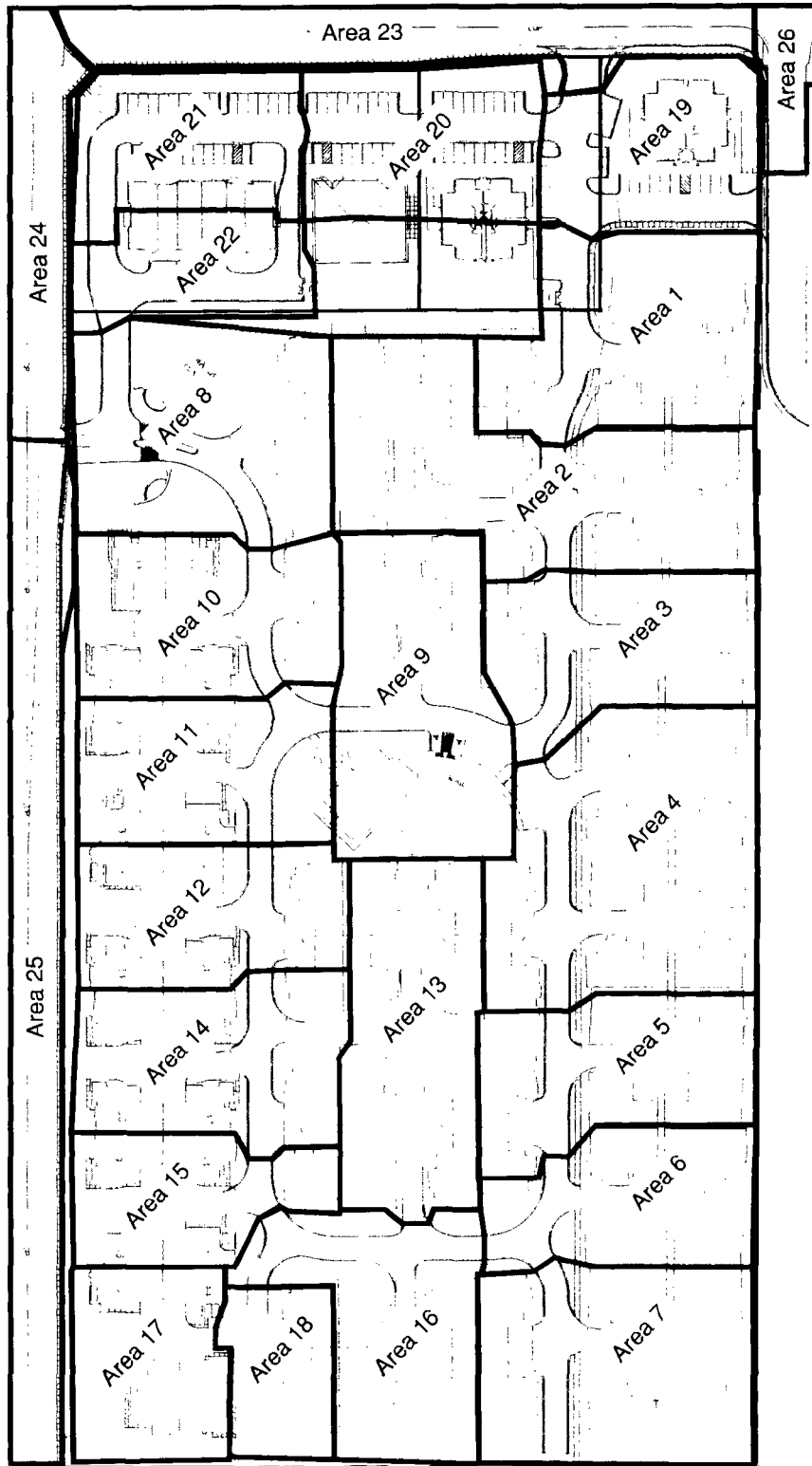
Unit NO.'s	Square Feet Per Unit	% Ownership Per Unit
UNIT 49	2204	1.073%
UNIT 50	2181	1.062%
UNIT 51	2181	1.062%
UNIT 52	2044	0.995%
UNIT 53	2204	1.073%
UNIT 54	2044	0.995%
UNIT 55	2279	1.110%
UNIT 56	2269	1.105%
UNIT 57	2277	1.109%
UNIT 58	1660	0.808%
UNIT 59	2181	1.062%
UNIT 60	2044	0.995%
UNIT 61	2204	1.073%
UNIT 62	2181	1.062%
UNIT 63	2041	0.994%
UNIT 64	2200	1.071%
UNIT 65	2260	1.100%
UNIT 66	2300	1.120%
UNIT 67	2093	1.019%
UNIT 68	1839	0.895%
UNIT 69	2260	1.100%
UNIT 70	2300	1.120%
UNIT 71	2093	1.019%
UNIT 72	1839	0.895%
UNIT 73	1660	0.808%
UNIT 74	2279	1.110%
UNIT 75	2269	1.105%
UNIT 76	2277	1.109%
UNIT 77	2181	1.062%
UNIT 78	2181	1.062%
UNIT 79	2044	0.995%
UNIT 80	2204	1.073%
UNIT 81	2181	1.062%
UNIT 82	2181	1.062%
UNIT 83	2044	0.995%
UNIT 84	2204	1.073%
UNIT 85	2044	0.995%
UNIT 86	2204	1.073%
UNIT 87	2181	1.062%
UNIT 88	2181	1.062%
UNIT 89	2044	0.995%
UNIT 90	2204	1.073%
UNIT 91	2181	1.062%
UNIT 92	2181	1.062%
UNIT 93	2044	0.995%
UNIT 94	2204	1.073%
UNIT 95	2181	1.062%
UNIT 96	2181	1.062%

TOTAL (All Units):	205,386	100.00%
COMMON AREA:	8,768	
TOTAL AREA:	214,154	

EXHIBIT F

Map of storm drainage facilities

Exhibit F



Drainage Calculations - Tributary Area Key Plan



111030568

**ADDENDUM NO. 4 TO
CONDOMINIUM DECLARATION
AND COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE LIFESTYLE CONDOMINIUMS
(commonly known as The Orchards at Cloverdale)**

**ADDENDUM NO. 4 TO CONDOMINIUM DECLARATION
AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE LIFESTYLE CONDOMINIUMS**

THIS ADDENDUM NO. 4 TO CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LIFESTYLE CONDOMINIUMS ("Addendum 4") is made this 15 day of March, 2011, by FF Cloverdale Residential, LLC, an Idaho limited liability company ("Declarant") and Orchards at Cloverdale Condominium Association, Inc., an Idaho nonprofit corporation ("Association").

RECITALS

A. Declarant is the successor-in-interest to the original Declarant under that certain Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, recorded in the official records of Ada County, Idaho, on September 14, 2007, as Instrument No. 107128890, as amended by Addendum No. 1 thereto recorded December 3, 2008, as Instrument No. 108129387, as further amended by Addendum No. 2 thereto recorded May 6, 2009, as Instrument No. 109052174, and as further amended by Addendum No. 3 thereto recorded May 11, 2010, as Instrument No. 110043289 (collectively, the "Declaration").

B. Declarant is the owner of, or has an interest in, certain real property located in Ada County which real property is commonly known as Lifestyle Condominiums, as more particularly described in the Declaration (the "Property").

C. Declarant and Association have the right to record this Addendum 4 pursuant to Sections 14.1 and 14.2 of the Declaration. Pursuant to Section 14.2 of the Declaration, the Declaration may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Members representing more than two-thirds (2/3) of the total votes in the Association. The Members representing more than two-thirds (2/3) of the total votes of the Association have approved this Addendum 4 by vote or written consent.

D. Declarant and Association now desire to amend the Declaration as set forth below, deleting and replacing certain exhibits therein, and declare that the Project and each Unit, 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 as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is hereby amended as follows:

1. The Articles of Incorporation for the Association have been amended and restated in their entirety; accordingly, Exhibit C to the Declaration is hereby deleted in its entirety and replaced with the Exhibit C attached hereto and incorporated by this reference.

2. The Bylaws for the Association have been amended and restated in their entirety; accordingly, Exhibit D to the Declaration is hereby deleted in its entirety and replaced with the Exhibit D attached hereto and incorporated by this reference.

3. All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Declaration.

4. The president and secretary of the Association hereby certify and attest that this Addendum 4 has been approved by vote or written consent of the Members representing more than two-thirds (2/3) of the total votes in the Association.

5. Upon the recording hereof, the terms and provisions set forth in the Declaration shall be amended by the terms hereof. If there is any conflict between the terms of this Addendum 4 and/or the Declaration, this Addendum 4 shall control.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned has caused this Addendum 4 to be duly executed the day and year first above written.

DECLARANT:

FF CLOVERDALE RESIDENTIAL, LLC,
an Idaho limited liability company

By: Everett Davis III
Everett Davis III, Manager

ASSOCIATION:

ORCHARDS AT CLOVERDALE CONDOMINIUM
ASSOCIATION, INC., an Idaho non-profit
corporation.

By: Everett Davis III
Everett Davis III, President

By: Mike Keller
Mike Keller, Secretary

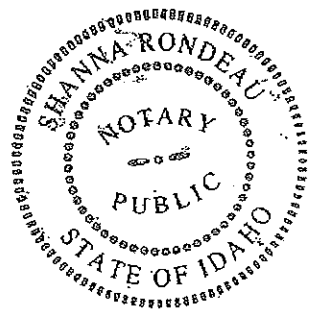
ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of March, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Everett Davis III, known or identified to me to be the Manager of FF CLOVERDALE RESIDENTIAL, LLC, the limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability 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.

Shanna Rondeau
Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 05/15/13

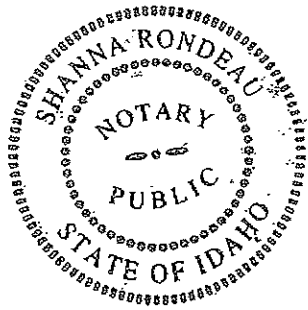


ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of March, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Everett Davis III, known or identified to me to be the President of ORCHARDS AT CLOVERDALE CONDOMINIUM ASSOCIATION, INC., the corporation that executed the within and foregoing 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.



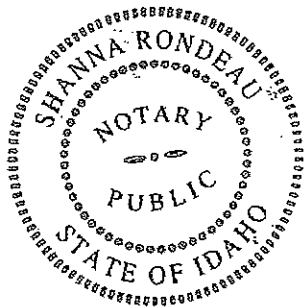
Shanna Rondeau
Notary Public for Idaho
Residing at Boise, ID
My commission expires: 05/15/13

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of March, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Mike Keller, known or identified to me to be the Secretary of ORCHARDS AT CLOVERDALE CONDOMINIUM ASSOCIATION, INC., the corporation that executed the within and foregoing 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.



Shanna Rondeau
Notary Public for Idaho
Residing at Boise, ID
My commission expires: 05/15/13

**EXHIBIT C
AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**[NOTE: CERTIFIED COPY TO BE ATTACHED FOLLOWING ASSOCIATION APPROVAL,
EXECUTION AND FILING WITH SECRETARY OF STATE]**

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

2011 APR 12 PM 2:48
SECRETARY OF STATE
STATE OF IDAHO

ORCHARDS AT CLOVERDALE CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1. NAME:

The name of the corporation shall be Orchards at Cloverdale Condominium Association, Inc. (the "Association"). The Association is a nonprofit corporation established under the laws of the State of Idaho in compliance with the provisions of Title 30, Chapter 3, Idaho Code.

ARTICLE 2. DURATION:

The duration of the Association shall be perpetual.

ARTICLE 3. PURPOSE AND POWERS:

The purposes for which the Association is organized are to serve as the management body for the Lifestyle Condominiums (commonly known as The Orchards at Cloverdale Condominiums) (hereinafter the "Property") in accordance with the provisions of the Idaho Condominium Property Act, as the same may exist from time to time; to engage in all such activities as are incidental or conducive to the attainment of the objectives of the Association and any other activities which are permitted to be done by a nonprofit corporation under any laws that may now or hereafter be applicable or available to this Association. Without limiting the foregoing, it is expressly provided hereby that:

- (a) The Association shall have and exercise any and all powers, rights and privileges which a corporation organized under the Idaho Nonprofit Corporation Act may by law now or hereafter have or exercise, consistent with the Idaho Condominium Property Act, subject only to limitations contained in the bylaws and the Declaration (defined below) and the amendments and supplements thereto.
- (b) The Association shall exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Condominium Declaration and Covenants, Conditions and Restrictions for the Lifestyle Condominiums (commonly known as The Orchards at Cloverdale Condominiums) (hereafter "Declaration") applicable to the Property and recorded as Instrument No. 107128890 in the Office of the Ada County Recorder, as the same have been or may be amended from time to time as therein provided, said Declaration being incorporated herein as if set out at length.
- (c) The Association shall fix, levy, collect and enforce payment by any lawful means, all charges or assessments, periodic or special, that are authorized to be made under the Declaration.

ARTICLE 4. MEMBERSHIP:

The Declarant, so long as Declarant is an Owner, and every Owner of a Unit shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from the ownership of any Unit. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

ARTICLE 5. VOTING RIGHTS:

The Association shall have two (2) classes of voting membership:

- (a) Class A Membership. Class A Members shall be all Owners, with the exception of the Declarant until Declarant's Class B membership has been converted to a Class A Membership pursuant to the Declaration. Each Class A Member shall be entitled to one (1) vote for each Unit in which it holds the interest required for membership in the Association. When more than one (1) person holds such interest in any Condominium Unit, all such persons shall be Members, but all such persons shall be entitled to a single vote with respect to such Unit and in no event shall the vote cast with respect to any Unit be split.

- (b) Class B Membership. The Class B Member shall be Declarant, its successors and assigns. The Class B Member shall be entitled to three (3) votes for each Unit in which it holds the interest required for membership in the Association. The Declarant's Class B Membership shall convert to a Class A Membership upon the earlier of (a) the date designated by Declarant in a written notice to the Unit Owners, which date may, at Declarant's election, be any date following the Transition Date; (b) one (1) calendar year after Declarant has closed sales to bona fide purchasers of Units representing more than three-fourths (3/4) of the total number of Units in the Project (as the same may be expanded pursuant to the Declaration); or (c) five (5) calendar years after Declarant has closed the first sale of a Unit to a bona fide purchaser.

Notwithstanding anything to the contrary contained in the Declaration or these Articles, Declarant shall have the full power and authority to exercise all of the rights, duties and functions of the Association until the Transition Date.

ARTICLE 6. REGISTERED OFFICE AND AGENT:

The address of the registered office of this Association is 250 S. 5th Street, 2nd Floor, Boise, ID 83702, and the name of its registered agent at such address is Mike Keller.

ARTICLE 7. DIRECTORS:

The number of directors of this Association shall be fixed by the bylaws and may be increased or decreased from time to time in the manner specified therein, but in no event shall less than three (3) persons serve as the Association's directors. The initial board of directors shall consist of three (3) directors. The names and addresses of the persons who shall serve as directors until their successors are elected and qualify, or unless they resign or are removed, are:

Mike Keller	250 S. 5 th Street, 2 nd Floor Boise, ID 83702
-------------	---

Everett Davis	P.O. Box 1965 Sun Valley, ID 83353
---------------	---------------------------------------

<u>Lern Gordon</u>	<u>1518 N. McKinney Ln</u> <u>Boise, ID 83704</u>
--------------------	--

ARTICLE 8. AMENDMENTS:

Amendments of these Articles may be made at any regular meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of more than two-thirds (2/3) of the total voting

power of the Association's members, and, if required by the Declaration, the consent of holders of first mortgages in Unit(s) who have requested of the Association in writing to provide them notice of proposed action which affects their interests. No amendment which is inconsistent with the provisions of the Declaration shall be valid.

ARTICLE 9. DISSOLUTION:

Upon dissolution or final liquidation of the Association, the assets of the Association shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

ARTICLE 10. LIMITATION OF LIABILITY:

A director of the Association shall not be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a director, except for liability (i) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (ii) for any transaction from which the director derived any improper personal benefit. If the Idaho Nonprofit Corporation Act (the "Act") is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of this Article ____ by the members of the Association shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

ARTICLE 11. CAPITALIZED TERMS:

Any capitalized terms which are not defined herein shall have the meanings ascribed to them in the Declaration.

ARTICLE 12. ADOPTION

This Amended and Restated Articles of Incorporation ("Amendment") consists of matters other than those described in Section 30-3-90, Idaho Code, and was therefore approved and adopted by the affirmative vote of more than two-thirds (2/3) of the total voting power the Members of the Association, at a duly noticed special meeting of the Association called, in part, for that purpose. The date of adoption of the Amendment was March, 2011. The number of Members entitled to vote was 96. The number of Members who voted for the Amendment was 81. The number of Members who voted against the Amendment was 0.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 15th day of March, 2011.

Everett Davis
Everett Davis, President

Mike Keller
Mike Keller, Secretary

**EXHIBIT D
AMENDED AND RESTATED BYLAWS**

**[NOTE: COPY TO BE ATTACHED FOLLOWING ASSOCIATION APPROVAL AND
EXECUTION]**

AMENDED AND RESTATED
BYLAWS
OF
ORCHARDS AT CLOVERDALE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I. GENERAL

Section 1. Name; Office: The name of the corporation is Orchards at Fairview Condominium Association, Inc. (the "Association"). The principal office of the Association shall be located at 250 S. 5th Street, 2nd Floor, Boise, ID 83702, or such other location or locations as may be selected by the Board.

Section 2. Applicability of Bylaws: The provisions of these Bylaws are applicable to the Project as designated as such in the Condominium Declaration and Covenants, Conditions and Restrictions for the Lifestyle Condominiums, recorded in the office of the Recorder of the County of Ada, State of Idaho, as Instrument No. 107128890, as the same has been or may be amended from time to time (collectively, the "Declaration").

Section 3. Application: All present and future owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these Bylaws and the Declaration. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that these Bylaws, the Rules and Regulations made in accordance therewith and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

Section 4. Administration: The Association shall have the responsibility of administering the Project (as defined in the Declaration), including, without limitation, the Common Area, approving the annual budget, establishing and collecting all Assessments, and may arrange for the management of the same. Except as otherwise provided, decisions and resolutions of the Association shall require an affirmative vote of a majority of the Members present at an annual or special meeting of the Association at which a quorum is present.

ARTICLE II. BOARD OF DIRECTORS.

Section 1. Number and Qualification: The Board of Directors (hereinafter the "Board") shall initially be composed of three (3) persons. The number of Directors serving on the Board may be increased or decreased from time to time by the affirmative vote of two-thirds (2/3) of the total voting power of the Association's Members; but in no event shall less than three (3) persons serve on the Association's Board. Directors must be elected from among Members of the Association. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association in some other capacity and receiving compensation therefor.

Section 2. Powers and Duties: The Board shall have the powers and duties necessary for administration of the affairs of the Association, as more fully set forth in the Declaration, and may do all such acts and things as are not by law or by the Declaration or by these Bylaws directed to be exercised exclusively by the Owners. Such powers and duties of the Board shall include, but shall not be limited to the following:

- (a) Operation, care, upkeep and maintenance of the Common Area and Limited Common Areas.

- (b) Determination of and payment for all expenses required for the management of the Association and the Association's Property, including, without limitation, operation and maintenance of the Common Area and Limited Common Area.
- (c) To fix and collect Assessments from the Members as provided in the Declaration.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Area and Limited Common Areas.
- (e) Adoption, amendment and repeal of rules and regulations as to the Association deemed reasonable and necessary.
- (f) To borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefor, subject, however to the limitations set forth in the Articles and the Declaration.
- (g) To grant easements where necessary for utilities and sewer facilities over the Common Area, if any, to serve the Property.
- (h) Payment of all real and personal property taxes and assessments levied against the Common Area, if any, owned or managed by the Association.
- (i) To enforce the provisions of the Declaration, the Articles, these Bylaws or other agreements of the Association.
- (j) To obtain insurance for the Property as provided in the Declaration.
- (k) To make repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- (l) To select, appoint, and remove all officers, agents and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, the Articles, the Declaration and these Bylaws; and to fix their compensation, if any.
- (m) To take all other necessary and proper actions for the sound management of the Association and fulfillment of the terms and provisions of the Articles, the Declaration and these Bylaws, including the engagement of the services of a manager or managing agent.

Section 3. Election and Term of Office: After the Transition Date as provided in the Declaration, the Members shall elect the members of the Board at each annual meeting of the Association. Directors shall be elected individually by written ballot by a majority of the Members present in person or by proxy at such meeting. The members of the Board shall hold office for a term of one year and until their respective successors shall have been elected or until death, resignation, removal or judicial adjudication of mental incompetence. In the event that an annual meeting is not held, or the Directors are not elected at the annual meeting, the directors may be elected at any special meeting held for that purpose. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which a director may serve.

Section 4. Removal of Members of the Board: At any annual or special meeting of Members, any one or more of the members of the Board may be removed with or without cause by a majority vote of the Members and a successor may then and there or thereafter be elected. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies: Any vacancy in the Board shall be filled forthwith by vote of the Majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected by the Members at the next applicable annual meeting, or special meeting called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, or in the case the full number of authorized Directors are not elected at any meeting at which such election is to take place.

Section 6. Organization Meeting: The first meeting of the newly elected members of the Board shall be held immediately following the annual meeting of the Association, subsequent to said Directors' election, for the purpose of organization, election of officers, and the transaction of other business. No notice shall be necessary to the newly designated members of the Board in order legally to constitute such meeting, provided a quorum of the Board shall be present.

Section 7. Regular Meetings: Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least one such meeting shall be held during each quarter of the calendar year. Notice of regular meetings of the Board shall be given to each member of the Board by mail, telephone or fax at least ten (10) business days prior to the day named for such meeting. All Members shall be given notice of regular meetings of the Board and be permitted to attend such meetings for informational purposes only. Notwithstanding the foregoing, the Board may elect to hold executive sessions and exclude the Members from such sessions.

Section 8. Special Meetings: Special meetings of the Board may be called by any Director on ten (10) business days' notice to each member of the Board, given by mail, telephone, or fax, which notice shall state the time, place and purpose of the meeting. Special meetings shall be closed to Members who are not members of the Board, at the discretion of the Board.

Section 9. Waiver of Notice: Any member of the Board may, at any time waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Voting: Each Director, when acting in his or her capacity as a Director of the Board of Directors, shall have one (1) vote.

Section 11. Quorum of Board: Except as may otherwise be provided in these Bylaws, the presence in person of a majority of the members of the Board shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board.

Section 12. Liability of the Board: The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Association.

ARTICLE III. OFFICERS.

Section 1. Designation: The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. All officers must be members of the Board, and one person may hold several offices if approved by the Board.

Section 2. Election of Officers: The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers: Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be elected at any annual meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. President: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board. He shall have all of the general powers and duties which are incident to the office of president, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President.

Section 6. Secretary: The Secretary shall keep the minutes of all meetings of the Members and of the Board; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of secretary.

Section 7. Treasurer: The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board, or the managing agent, in such depositories as may from time to time be designated by the Board, and he shall, in general, perform all the duties incident to the office of treasurer.

Section 8. Compensation of Officers: No officer shall receive any compensation from the Association for acting as such.

ARTICLE IV. MEETINGS OF THE ASSOCIATION.

Section 1. Annual Meeting: The first annual meeting shall be held on the second Monday in November following the date of incorporation of the Association, and each subsequent annual meeting of Members shall be held on the second Monday in November of each succeeding year. At such meetings, the Board shall be elected by the Members in accordance with these Bylaws. The Members may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings: Meetings of the Members shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board.

Section 3. Special Meetings: It shall be the duty of the President to call a special meeting of the Members if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by not less than 25% of all of the votes of the Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings: It shall be the duty of the Secretary to mail a notice of each annual meeting, other than the first annual meeting, and each special meeting of the Members, at least ten (10) but not more than sixty (60) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at such address as such Owner shall have designated

by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings: If any meeting of Members cannot be held because a quorum is not present, a majority of the voting power of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, without additional notice to the Members. Notwithstanding anything to the contrary contained in these Bylaws, the presence, either in person or by proxy, of at least ten percent (10%) of the total voting power of the Association, at such an adjourned meeting shall constitute a quorum.

Section 6. Order of Business: The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading and approval of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board.
- (f) Reports of committees.
- (g) Election of Directors (when so required).
- (h) Unfinished business.
- (i) New business.

Section 7. Voting; Proxies; Transition of Authority: The voting rights of the Members shall be as set forth in the Articles. The owner or owners or each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of Members. The designation of any such proxy shall be made in writing to the Secretary at or before the appointed time of each meeting, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any or all of such owners may be present at any meeting of the Members and may vote or take any other action as an Owner either in person or by proxy. A fiduciary shall be the voting member with respect to any unit owned in a fiduciary capacity. Notwithstanding anything to the contrary contained in these Bylaws, Declarant shall have the full power and authority to exercise all of the rights, duties and functions of the Association until the Transition Date, as set forth in the Declaration.

Section 8. Majority of Members: As used in these Bylaws, the term "majority of Members" shall mean those Members having more than fifty percent (50%) of the total authorized votes of all Members present in person or by proxy and voting at any meeting of the Members.

Section 9. Quorum: Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members having one-half (1/2) of the total authorized votes of all Members shall constitute a quorum at all meetings of the Members.

Section 10. Majority Vote: The vote of a majority of the authorized votes of the Members at a meeting at which a quorum shall be present shall be binding upon all Members for all purposes except where otherwise required in the Declaration, these Bylaws or by law.

Section 11. Action Without Meeting: Any action, which under the provisions of the Idaho Nonprofit Corporation Act may be taken at a meeting of the Association, may also be taken without a meeting if authorized in writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Association's Secretary. Any action so approved shall have the same effect as though taken at a meeting of the Members.

Section 12. Consent of Absentees: The transactions of any meeting of the Association, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if either before or after

the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made part of the minutes of the meeting.

Section 13. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the Association's president or secretary, shall be presumed truthfully to evidence the matter set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE V. OBLIGATIONS OF MEMBERS/OWNERS.

Section 1. Assessments: All Owners are obligated to pay, in accordance with the provisions of the Declaration, all Assessments levied by the Association on behalf of the Association to meet all expenses of the Association, which may include, without limitation, a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of a fire, earthquake or other hazard. All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

Section 2. Maintenance and Repair.

(a) Every Owner must perform promptly, at the Owner's sole cost and expense, all maintenance of and repairs to his Unit as required under the Declaration. Each Owner shall be responsible for all damages to any and all other units and/or to the Common Area caused by such Owner's negligence, misuse or neglect.

(b) All maintenance, repairs and replacements to the Common Area, whether located inside or outside of the units (unless necessitated by the negligence, misuse or neglect of an Owner, in which case such expenses shall be charged to such Owner), shall be made by the Board and be charged to all the Owners as a common expense.

ARTICLE VI. RECORDS.

The Board or the managing agent shall keep detailed records of the actions of the Board and the managing agent, minutes of the meetings of the Board, minutes of the meetings of the Members, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board to all Owners at least annually. Upon ten (10) days' written notice to the Board or the managing agent by an Owner, including payment of a reasonable fee associated therewith as may be established by the Board, such Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner. In addition, an annual report of the receipts and expenditures of the Association, certified by an independent certified public accountant, shall be rendered by the Board to all Owners and to all mortgagees of units who have requested the same, within four (4) months after the end of each fiscal year.

ARTICLE VII. AMENDMENTS TO BYLAWS.

Except as otherwise provided in the Declaration or these Bylaws, these Bylaws may be modified or amended by the affirmative vote of more than two-thirds (2/3) of the total voting power of the Association at a meeting of the Association duly held for such purpose with a quorum present.

ARTICLE VIII. MISCELLANEOUS.

Section 1. Meaning of Terms: Except as otherwise defined herein, all terms herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration.

Section 2. Invalidity: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 4. Gender: The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver: No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Inspection of Bylaws, Books and Records. The Association shall keep in the Association's office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Association's secretary, which shall be open to inspection by Members at all reasonable times during office hours. The books, records, financial statements and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles, Bylaws, and all other Condominium Documents shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost

Section 7. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

This Amended and Restated Bylaws ("Amendment") was approved by the affirmative vote of more than two-thirds (2/3) of the total voting power the Members of the Association, at a duly noticed special meeting of the Association called, in part, for such purpose. The date of approval of the Amendment was March 15, 2011. The number of Members entitled to vote was 96. The number of Members who voted for the Amendment was 81. The number of Members who voted against the Amendment was 0.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 15th day of March, 2011.



Everett Davis, President



Mike Keller, Secretary



113024594

ACCOMMODATION
RECORDING

**ADDENDUM NO. 5 TO CONDOMINIUM DECLARATION
AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE LIFESTYLE CONDOMINIUMS**

THIS ADDENDUM NO. 5 TO CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LIFESTYLE CONDOMINIUMS (this "Addendum") is made effective as of the 6th day of ~~January~~ ^{March}, 2013, by FF Cloverdale Residential, LLC, an Idaho limited liability company ("Declarant"), and Orchards at Cloverdale Condominium Associates, Inc., an Idaho nonprofit corporation (the "Association")

Recitals

A. Declarant is the successor in interest to the original Declarant, as set forth in that certain Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 107128890 in the official records of Ada County, Idaho, as amended by that certain Addendum No. 1 to Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 108129387, that certain Addendum No. 2 to Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 109052174, that certain Addendum No. 3 to Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 110043289, and that certain Addendum No. 4 to Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 111030568 (the "Declaration").

B. Declarant is the owner of, or has an interest in, that certain real property commonly known as the Lifestyle Condominiums, as more particularly described in the Declaration.

C. Declarant and the Association have the right to record this Addendum pursuant to Sections 14.1 and 14.2 of the Declaration. Pursuant to Section 14.2 of the Declaration, the Declaration may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of the Association's members representing more than two-thirds (2/3) of the total votes of the Association. This Addendum has been approved by the Association's members representing more than two-thirds (2/3) of the total votes of the Association.

D. Declarant and the Association desire for the Declaration to be amended, modified and supplemented as follows.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows:

1. Section 9.6 of the Declaration is hereby deleted in its entirety and replaced with the following:

9.6 Rights of Eligible Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of an Eligible Mortgagee upon a Condominium made in good faith and for value, and recorded prior to the recordation of such amendment. Notwithstanding any other provision of this Declaration, any Eligible Mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage, deed of trust or other security instrument, or through foreclosure, will not be liable for any amount that is more than six (6) months of the Unit's unpaid Regular Assessments or other charges accrued before acquisition of the title to the Unit by the Eligible Mortgagee. Notwithstanding any other provision of this Declaration, no provision of this Declaration shall give an Owner or any other party priority over any rights of an Eligible Mortgagee of the Unit pursuant to its mortgage, deed of trust or other security instrument in the case of payment to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Area.

2. The president and the secretary of the Association hereby certify and attest that this Addendum has been approved by the vote or written consent of the Association's members representing more than two-thirds (2/3) of the total votes of the Association.

3. In the event of a conflict between the Declaration and this Addendum, the terms of this Addendum shall govern. The Declaration, as modified by this Addendum, shall continue in full force and effect. Any capitalized terms used in this Addendum that are not defined herein shall have the meaning ascribed to them in the Declaration.

[remainder of page intentionally left blank]

This Addendum is executed effective as of the date first above written.

DECLARANT:

ASSOCIATION:

FF Cloverdale Residential, LLC,
an Idaho limited liability company

Orchards at Cloverdale Condominium
Association, Inc., an Idaho nonprofit
corporation

By: Everett Davis III
Everett Davis III, Manager

By: Everett Davis III
Everett Davis III, President

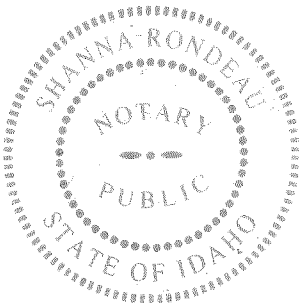
By: Michael T. Keller
Michael T. Keller, Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 7th day of March, 2013, before me the undersigned, a Notary Public in and for said State, personally appeared Everett Davis III, known or identified to me to be the manager of FF Cloverdale Residential, LLC, an Idaho limited liability company, the limited liability company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of FF Cloverdale Residential, LLC, and acknowledged to me that such limited liability 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.

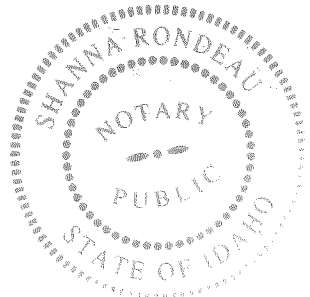
Shanna Rondeau
Notary Public
Residing at Blaine Idaho
Commission Expires 05/15/13



STATE OF IDAHO)
) ss.
County of Ada)

On this 7th day of March, 2013, before me, a Notary Public in and for said State, personally appeared Everett Davis III, known or identified to me to be the President of Orchards at Cloverdale Condominium Association, Inc., an Idaho nonprofit corporation, the nonprofit corporation that executed the instrument or the person who executed the instrument on behalf of said nonprofit corporation, and acknowledged to me that such nonprofit 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.

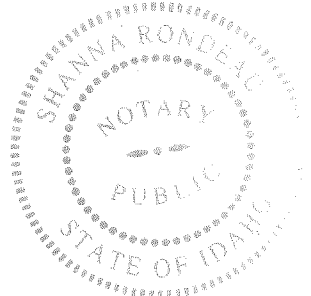


[Signature]
Notary Public
Residing at Boise, Idaho
Commission Expires 05/15/13

STATE OF IDAHO)
) ss.
County of Ada)

On this 7th day of March, 2013, before me, a Notary Public in and for said State, personally appeared Michael T. Keller, known or identified to me to be the Secretary of Orchards at Cloverdale Condominium Association, Inc., an Idaho nonprofit corporation, the nonprofit corporation that executed the instrument or the person who executed the instrument on behalf of said nonprofit corporation, and acknowledged to me that such nonprofit 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.



[Signature]
Notary Public
Residing at Boise, Idaho
Commission Expires 05/15/13



113085438

ADDENDUM NO. 6 TO
CONDOMINIUM DECLARATION
AND COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE LIFESTYLE CONDOMINIUMS
(commonly known as the Orchards at Cloverdale)

**ADDENDUM NO. 6 TO CONDOMINIUM DECLARATION
AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE LIFESTYLE CONDOMINIUMS**

THIS ADDENDUM NO. 6 TO CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LIFESTYLE CONDOMINIUMS (this "Addendum") is made effective as of the 16th day of July, 2013, by FF Cloverdale Residential, LLC, an Idaho limited liability company ("Declarant"), and Orchards at Cloverdale Condominium Associates, Inc., an Idaho nonprofit corporation (the "Association")

Recitals

A. Declarant is the successor in interest to the original Declarant, as set forth in that certain Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 107128890 in the official records of Ada County, Idaho, as amended by that certain Addendum No. 1 to Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 108129387, that certain Addendum No. 2 to Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 109052174, that certain Addendum No. 3 to Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 110043289, that certain Addendum No. 4 to Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 111030568, and that certain Addendum No. 5 to Condominium Declaration and Covenants, Conditions and Restrictions for The Lifestyle Condominiums, filed as Instrument No. 113024594 (the "Declaration").

B. Declarant is the owner of, or has an interest in, that certain real property commonly known as the Lifestyle Condominiums, as more particularly described in the Declaration.

C. Declarant and the Association have the right to record this Addendum pursuant to Sections 14.1 and 14.2 of the Declaration. Pursuant to Section 14.2 of the Declaration, the Declaration may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of the Association's members representing more than two-thirds (2/3) of the total votes of the Association. This Addendum has been approved by the Association's members representing more than two-thirds (2/3) of the total votes of the Association.

D. Declarant and the Association desire for the Declaration to be amended, modified and supplemented as follows.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows:

1. Section 6.5 of the Declaration is hereby deleted in its entirety and replaced with the following:

6.5 Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds which, from exterior observances, must be white, beige or light wood tone, or as otherwise authorized by the Board) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof. No awning, canopy, shutter or television or citizens band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior unless authorized by the Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board may adopt. The flag of the United States may be displayed on the exterior of a building, outside of a unit, subject to such lawful rules and regulations regarding placement as the Board may adopt. Display of seasonal themes on or near the entrance to a Unit or on or near the Limited Common Area of a Unit may be made subject to such lawful rules and regulations regarding placement as the Board may adopt.

2. Exhibit B of the Declaration is hereby amended, modified and supplemented to include that certain Amendment to Condominium Plat of Lifestyle Condominiums attached hereto as Exhibit B, and made a part hereof. Exhibit E of the Declaration is hereby amended, modified and supplemented to replace the existing Exhibit E with the Exhibit E attached hereto, and made a part hereof.

3. Article II, Section 1 of the Bylaws is hereby amended to provide that the total number of Directors for the Association shall be five (5).

4. Article II, Section 3 of the Bylaws is hereby deleted in its entirety and replaced with the following:

Section 3. Election and Term of Office. The Members shall elect members of the Board as required at each annual meeting of the Association. Directors shall be elected individually by written ballot by a majority of the Members present in person or by proxy at such meeting. The members of the Board shall hold office for a specified term of one year, two years, or three years and until their respective successors shall have been elected or until death, resignation, removal or judicial adjudication of mental incompetence. In the event that an annual meeting is not held, or the Directors are not elected at the annual meeting, the directors may be elected at any special meeting held for that purpose. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which a director may serve.

5. Article IV, Section 1 of the Bylaws is hereby deleted in its entirety and replaced with the following:

Section 1. Annual Meeting. The annual meeting shall be held on the Tuesday following the third Monday in January of each year. At such meetings, the Board shall be elected by the Members in accordance with these Bylaws. The Members may transact such other business at such meetings as may properly come before them.

6. The president and the secretary of the Association hereby certify and attest that this Addendum has been approved by the vote or written consent of the Association's members representing more than two-thirds (2/3) of the total votes of the Association.

7. In the event of a conflict between the Declaration and this Addendum, the terms of this Addendum shall govern. The Declaration, as modified by this Addendum, shall continue in full force and effect. Any capitalized terms used in this Addendum that are not defined herein shall have the meaning ascribed to them in the Declaration.

[remainder of page intentionally left blank]

This Addendum is executed effective as of the date first above written.

DECLARANT:

FF Cloverdale Residential, LLC,
an Idaho limited liability company

By: Everett Davis III
Everett Davis III, Manager

ASSOCIATION:

Orchards at Cloverdale Condominium
Association, Inc., an Idaho nonprofit
corporation

By: Allan James Skille
Allan James Skille, President

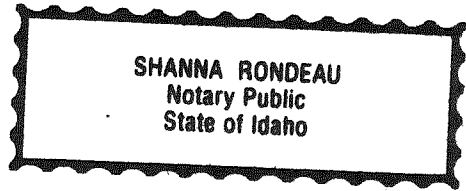
By: Nancy R. Iseri
Nancy R. Iseri, Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 24th day of July, 2013, before me the undersigned, a Notary Public in and for said State, personally appeared Everett Davis III, known or identified to me to be the manager of FF Cloverdale Residential, LLC, an Idaho limited liability company, the limited liability company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of FF Cloverdale Residential, LLC, and acknowledged to me that such limited liability 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.

Shanna Rondeau
Notary Public
Residing at Boise, Idaho
Commission Expires 07/15/19

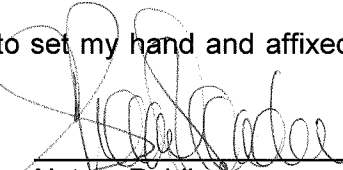


STATE OF IDAHO)
) ss.
County of Ada)

On this 25th day of July, 2013, before me, a Notary Public in and for said State, personally appeared Alan James Skille, known or identified to me to be the President of Orchards at Cloverdale Condominium Association, Inc., an Idaho nonprofit corporation, the nonprofit corporation that executed the instrument or the person who executed the instrument on behalf of said nonprofit corporation, and acknowledged to me that such nonprofit 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.



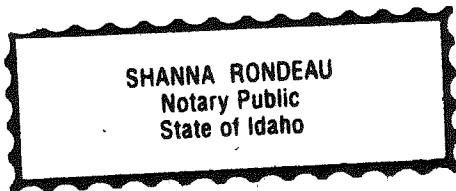


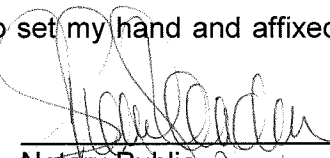
Notary Public
Residing at Boise, Idaho
Commission Expires 05/15/19

STATE OF IDAHO)
) ss.
County of Ada)

On this 25th day of July, 2013, before me, a Notary Public in and for said State, personally appeared Nancy R. Iseri, known or identified to me to be the Secretary of Orchards at Cloverdale Condominium Association, Inc., an Idaho nonprofit corporation, the nonprofit corporation that executed the instrument or the person who executed the instrument on behalf of said nonprofit corporation, and acknowledged to me that such nonprofit 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.





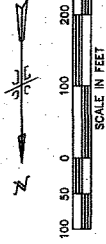
Notary Public
Residing at Boise, Idaho
Commission Expires 05/15/19

EXHIBIT B

[attach recorded copy of plat amendment no. 2]

LIFESTYLE CONDOMINIUMS AMENDMENT NO. 2

A Division of Units No. 1-40 and 73-96, of Lifestyle Condominiums and
 AMENDMENT NO. 2
 A Division of Units No. 1 and 32 of Lifestyle Condominiums Amendment No. 1,
 Located in the West 1/2 of Government Lot 4 of Section 3,
 Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
 2013

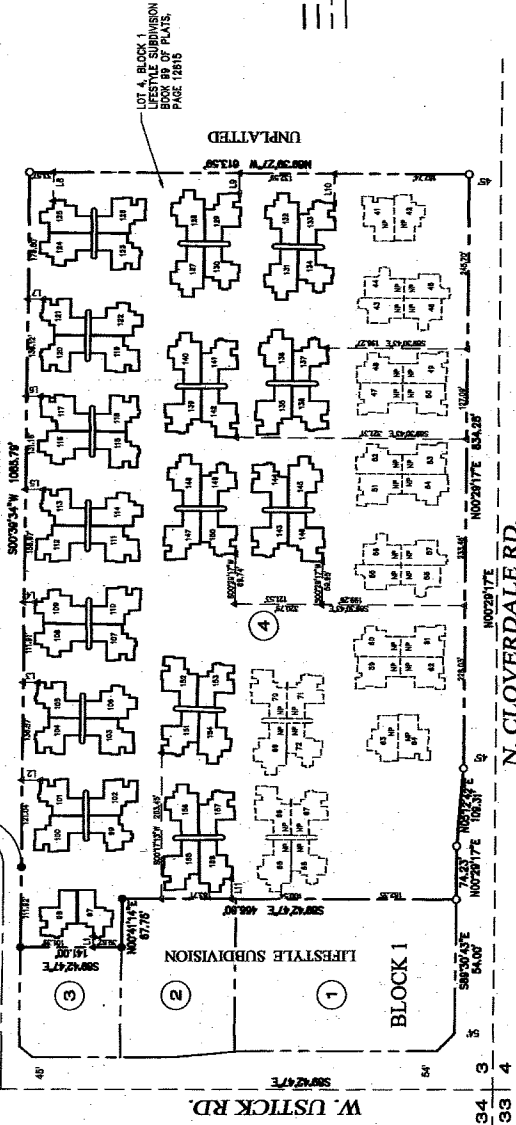


Revised Units
 THE PURPOSE OF THIS AMENDMENT IS TO RECONFIGURE THE FLOOR PLANS AND
 ELEVATIONS OF UNITS 1-40 AND 73-96 OF LIFESTYLE CONDOMINIUMS AND
 RECONFIGURE THE FLOOR PLANS AND ELEVATIONS OF UNIT 1 OF LIFESTYLE
 CONDOMINIUMS AMENDMENT NO. 1 AND ELIMINATE UNITS 31 AND 32 OF LIFESTYLE
 CONDOMINIUMS AMENDMENT NO. 1. UNITS 1-40 AND 73-96 OF LIFESTYLE
 CONDOMINIUMS AND UNIT 1 OF LIFESTYLE CONDOMINIUMS AMENDMENT NO. 1
 AND DIMENSIONS AS SHOWN HEREON. ALL OTHER UNITS REMAIN THE SAME AS
 THEY WERE PLATTED IN THE ORIGINAL LIFESTYLE CONDOMINIUMS BOOK 98,
 PAGES 12,850 THROUGH 12,888, AND LIFESTYLE CONDOMINIUMS NO. 1, BOOK 103,
 PAGES 10,574 THROUGH 10,586, RECORDS OF ADA COUNTY, IDAHO.

Notes
 1. FOR INFORMATION CONCERNING THE USES, RESPONSIBILITIES, MAINTENANCE AND
 RELATIONSHIPS OF THE UNIT AND COMMON AREA, LIMITED COMMON AREA, AND
 CONDOMINIUM DECLARATION AS FILED FOR RECORD AT THE ADA COUNTY
 RECORDER'S OFFICE PER INSTRUMENT NO. 10712890, ADDENDUM NO. 1 TO
 THE CONDOMINIUM DECLARATION PER INSTRUMENT NO. 10912837,
 10959274, ADDENDUM NO. 1 TO THE CONDOMINIUM DECLARATION PER
 INSTRUMENT NO. 11004239, ADDENDUM NO. 4 TO THE CONDOMINIUM
 DECLARATION PER INSTRUMENT NO. 11030569, AND ADDENDUM NO. 5 TO
 THE CONDOMINIUM DECLARATION PER INSTRUMENT NO. 11324694.
 2. BUILDING SURVEY TIES AS SHOWN ARE TO INTERIOR CORNERS OF THE UNITS.
 3. ALL UNIT ANGLES ARE 90° UNLESS SPECIFIED OTHERWISE.

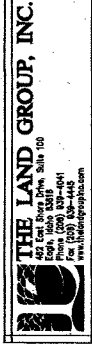
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L2	25.89	N892026°W
L3	16.96	N892026°W
L4	15.45	N892026°W
L5	24.38	N892026°W
L6	19.85	N892026°W
L7	21.07	N892026°W
L8	40.85	N072033°E
L9	28.52	N072033°E
L10	41.10	N072033°E
L11	26.78	S07713°W

PLANET SUBDIVISION NO. 2



Legend
 CALCULATED POINT, NOTHING FOUND OR SET
 FOUND 5/4" REBAR, PLS 8417 OR AS SHOWN
 FOUND 5/4" REBAR, PLS 12469
 BOUNDARY LINE
 EXISTING LOT LINE
 EXISTING STREET CENTERLINE
 LIFESTYLE SUBDIVISION LOT NUMBER
 UNIT NUMBER
 NOT A PART

Owner
 FF Cloverdale Residential, LLC



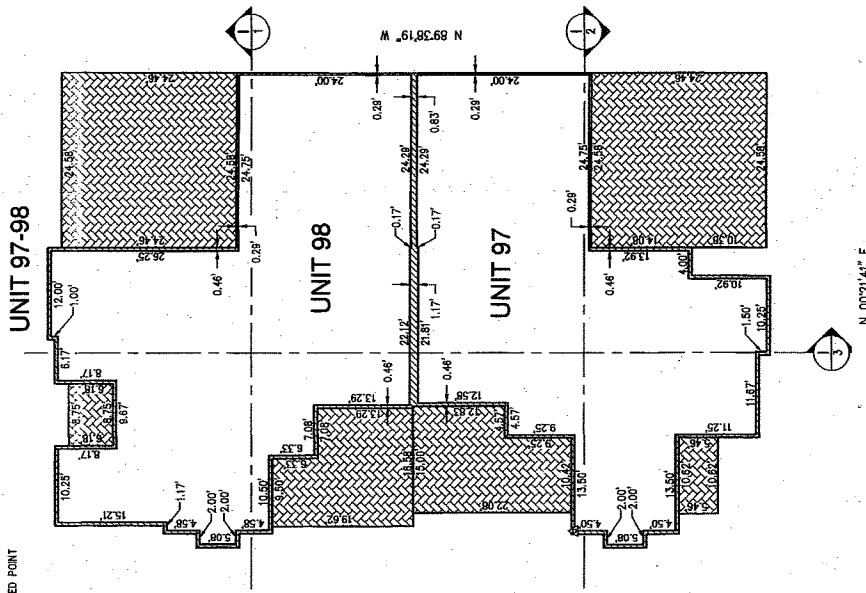
BK 105 Pg 14363

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013



Legend

- UNIT 1
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT



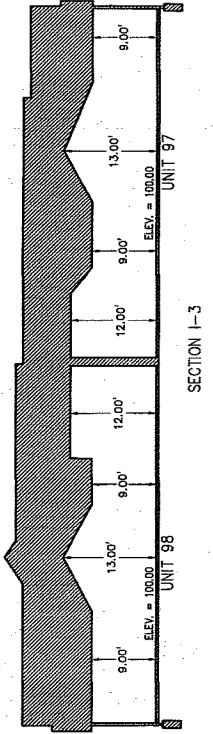
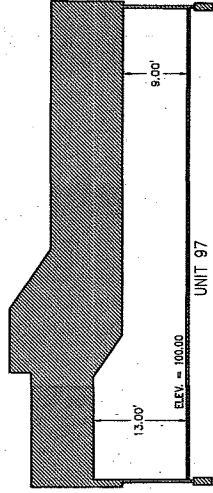
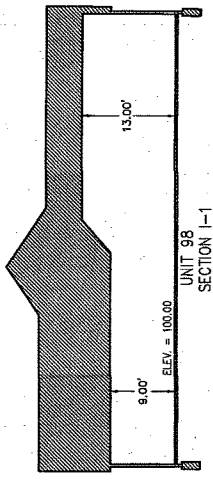
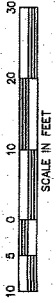
Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 554 W. 143rd Street, Suite 100
 Phone: (303) 839-4041
 Fax: (303) 839-4042
 www.thelandgroup.com

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA

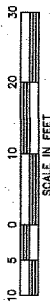
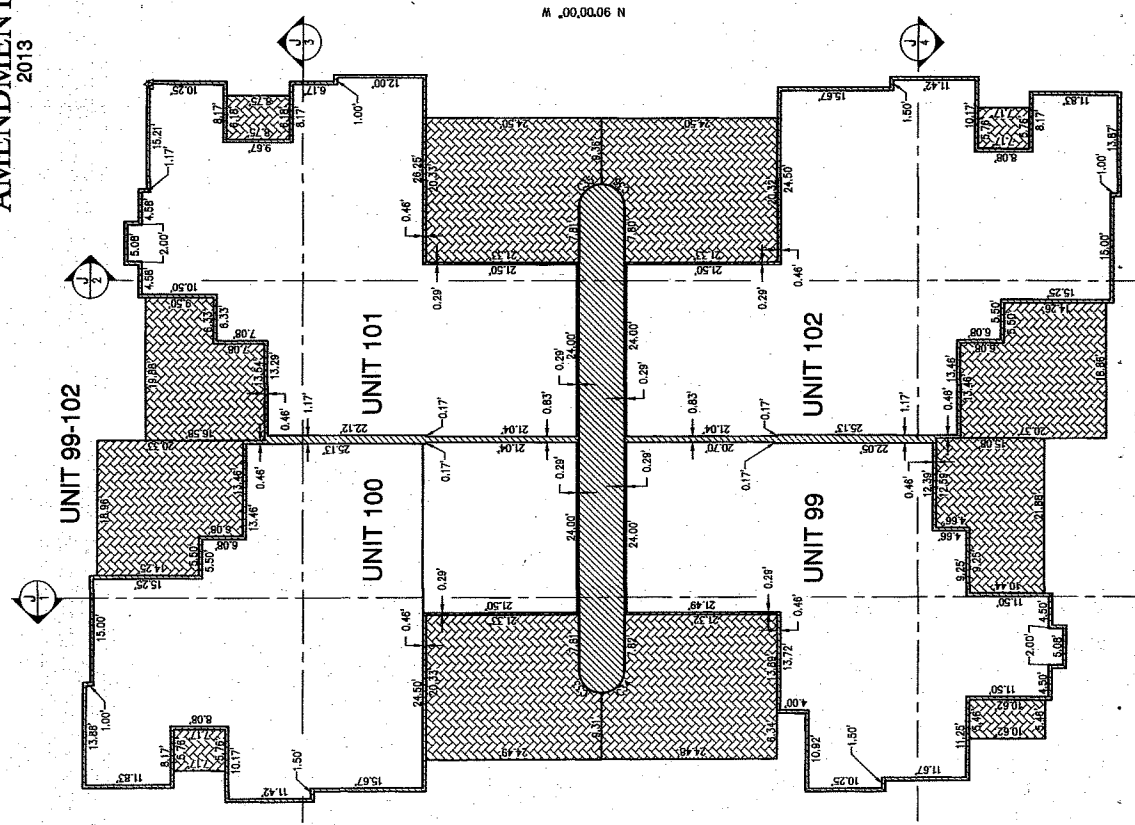


Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 256 West 53rd Street, Suite 110
 New York, NY 10019
 Phone: (212) 512-4641
 Fax: (212) 512-4642
 www.thelandgroup.com

BK 105 Pg 14365

LIFESTYLE CONDOMINIUMS
 AMENDMENT No. 2
 2013



Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA
- UNITED COMMON AREA
- CALCULATED POINT

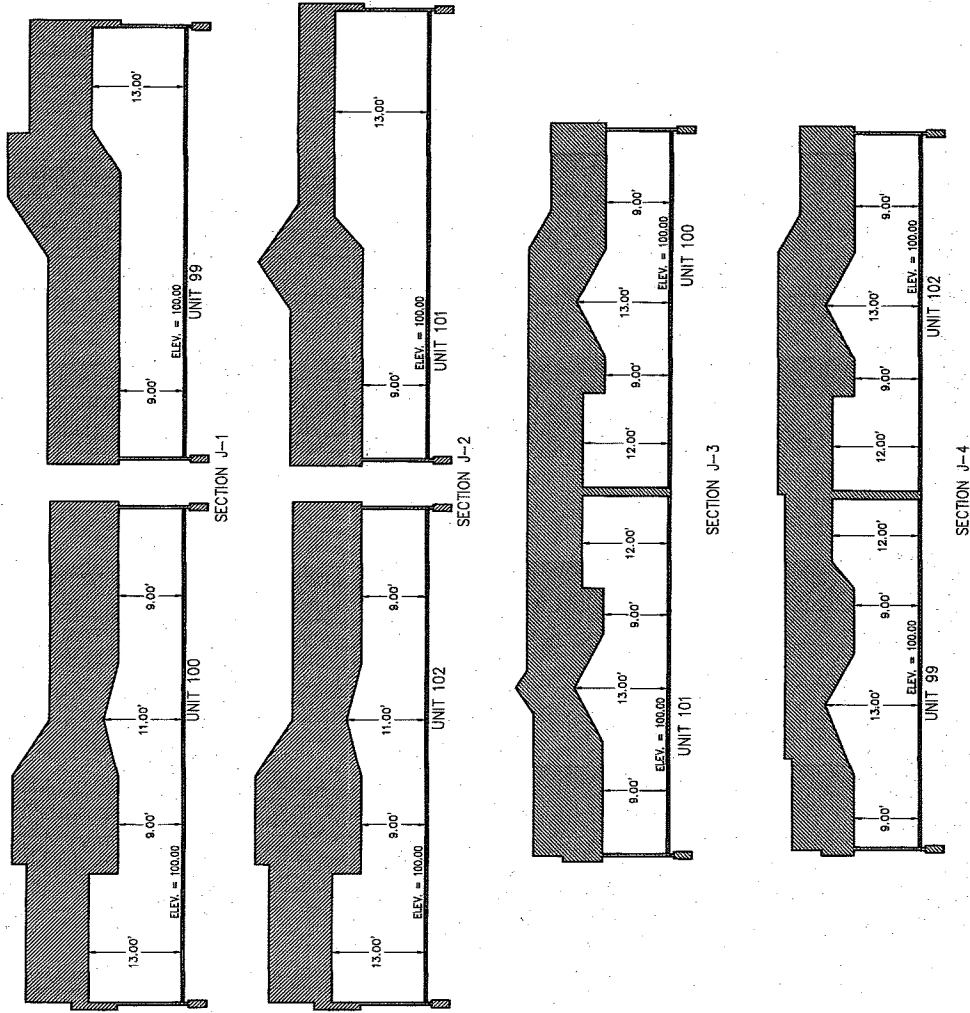
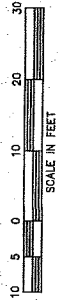
Curve Table				
CURVE	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA
C33	3.17'	4.87'	S45°59'42"E	80°00'00"
C34	3.17'	4.97'	N45°00'18"E	80°00'00"
C35	3.17'	4.97'	S45°00'18"W	80°00'00"
C36	3.17'	4.87'	N44°59'42"W	80°00'00"



Owner:
 FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 524 N. State Street, Suite 100
 Phone: (301) 834-0404
 Fax: (301) 834-0404
 www.thelandgroup.com

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2018

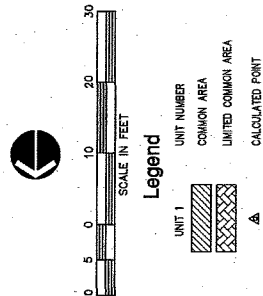
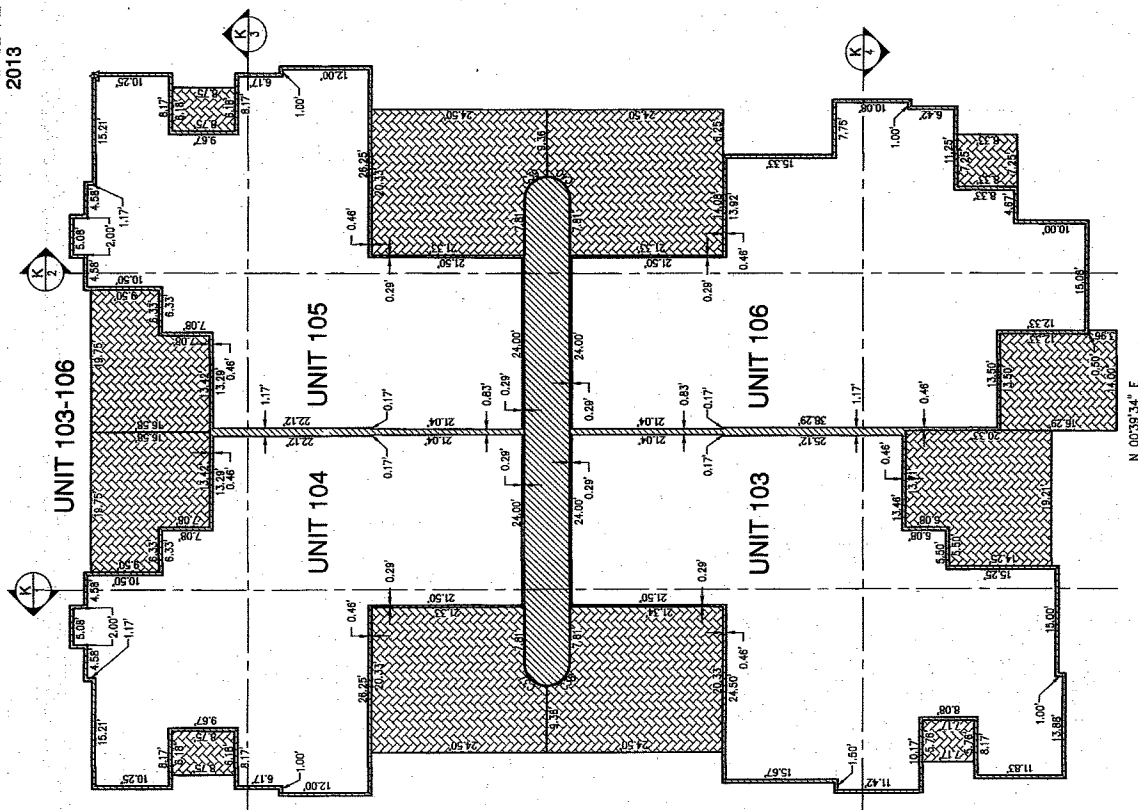


Owner
FF Cloverdale Residential, LLC



THE LAND GROUP, INC.
200 East Street, Suite 100
Cincinnati, Ohio 45202
Phone: (513) 533-0041
Fax: (513) 533-1445
www.thelandgroupinc.com

LIFESTYLE CONDOMINIUMS
 AMENDMENT No. 2
 2018



CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C37	3.17	4.97	4.48	S44°59'42"E	90°00'00"
C38	3.17	4.97	4.48	N45°00'18"E	90°00'00"
C39	3.17	4.97	4.48	S45°00'18"W	90°00'00"
C40	3.17	4.97	4.48	N44°59'42"W	90°00'00"



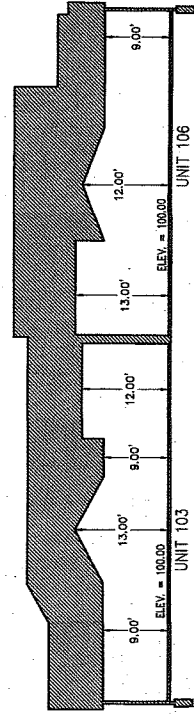
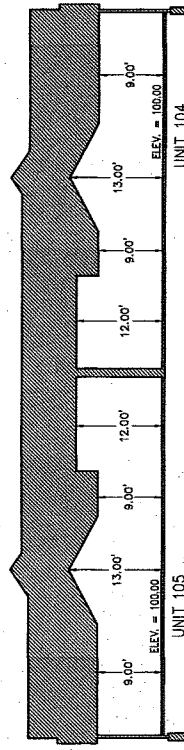
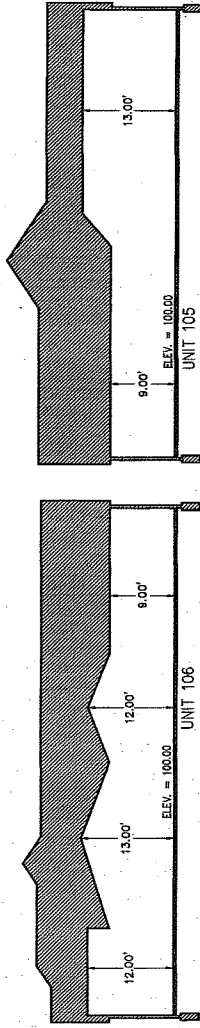
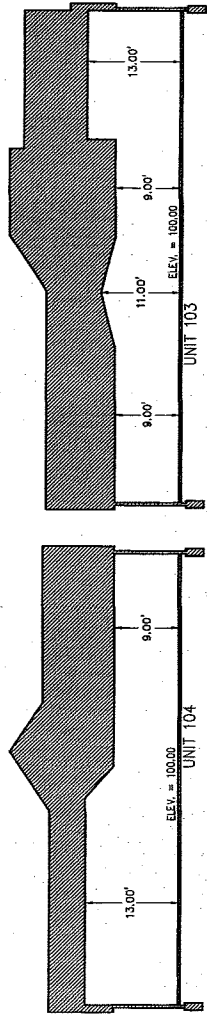
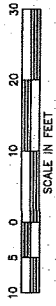
Owner
 FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 685 East Street, Suite 100
 Phoenix, AZ 85004
 Phone: (602) 639-4041
 Fax: (602) 639-4448
 www.thelandgroup.com

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2018

Legend

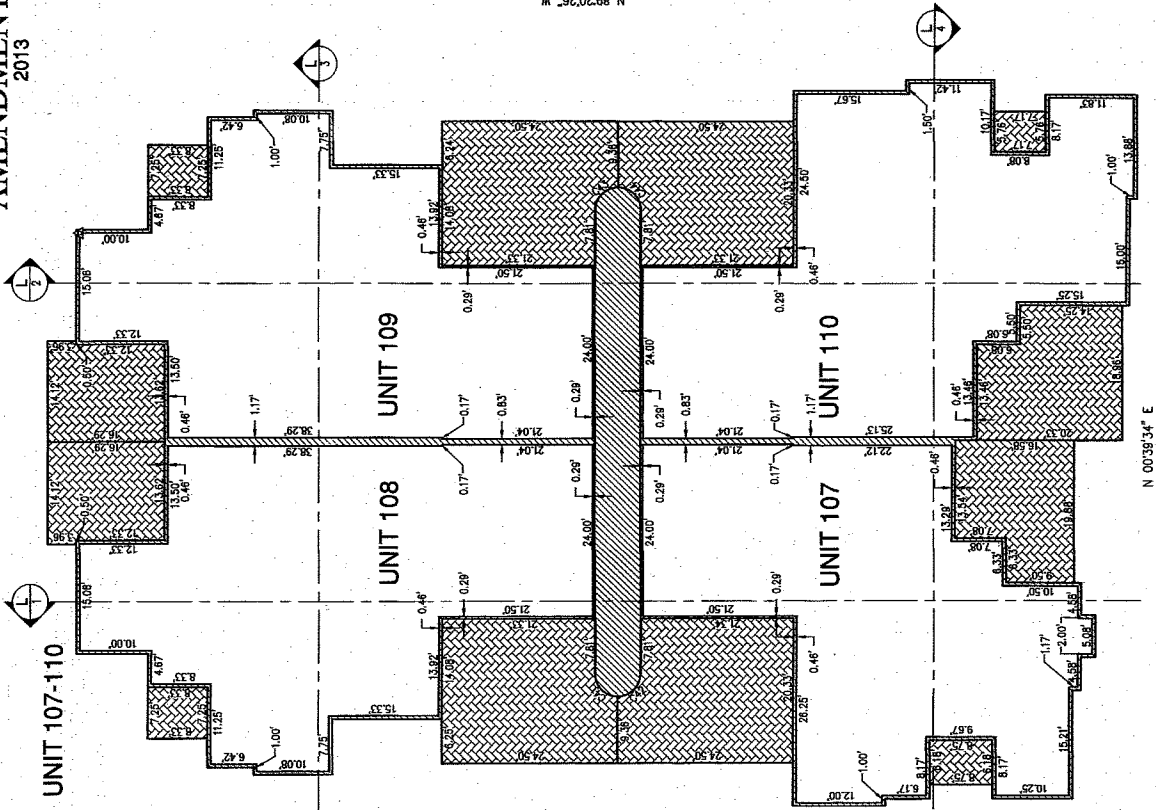
- UNIT 1
- UNIT NUMBER
- COMMON AREA



Owner
FF Cloverdale Residential, LLC

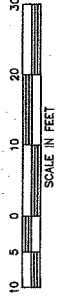
THE LAND GROUP, INC.
 681 East State Drive, Suite 100
 Phoenix, AZ 85040-0141
 For (602) 331-4448
 thelandgroup.com

LIFESTYLE CONDOMINIUMS
 AMENDMENT No. 2
 2013



M .92,02.68 N

N 00°39'34" E



Legend

- UNIT 1
- COMMON AREA
- UNITED COMMON AREA
- CALCULATED POINT

Curve	Radius	Length	Chord	Bearing	Delta
C41	3.17'	4.97'	4.48'	S45°54'2"E	90°00'0"
C42	3.17'	4.97'	4.48'	N45°00'18"E	90°00'0"
C43	3.17'	4.97'	4.48'	S45°00'18"W	90°00'0"
C44	3.17'	4.97'	4.48'	N45°59'42"W	90°00'0"



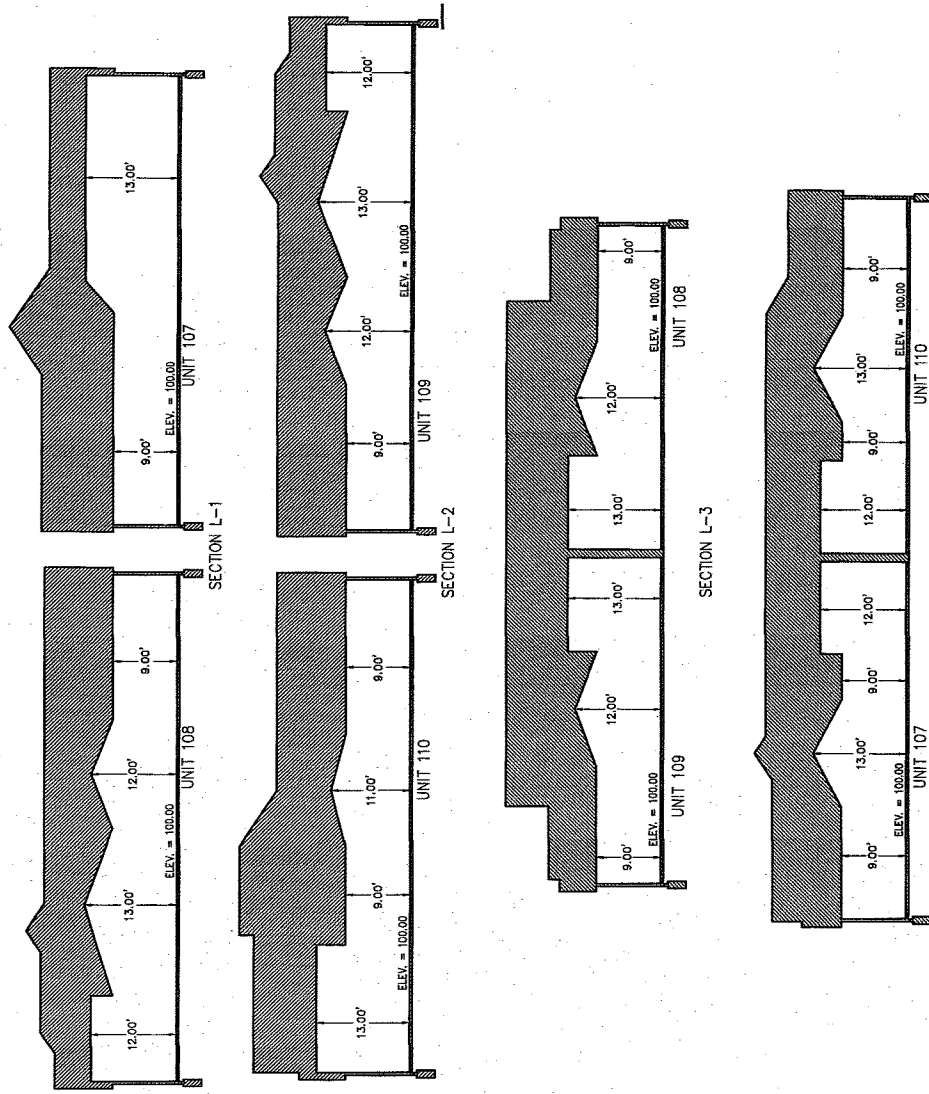
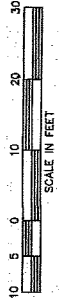
Owner
 FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 621 East Street, Suite 100
 Hunt, MD 20638-4684
 Tel: (301) 288-4445
 Fax: (301) 288-4445
 www.thelandgroup.com

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

UNIT NUMBER
COMMON AREA

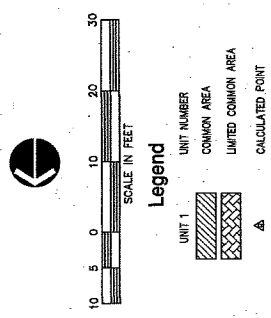
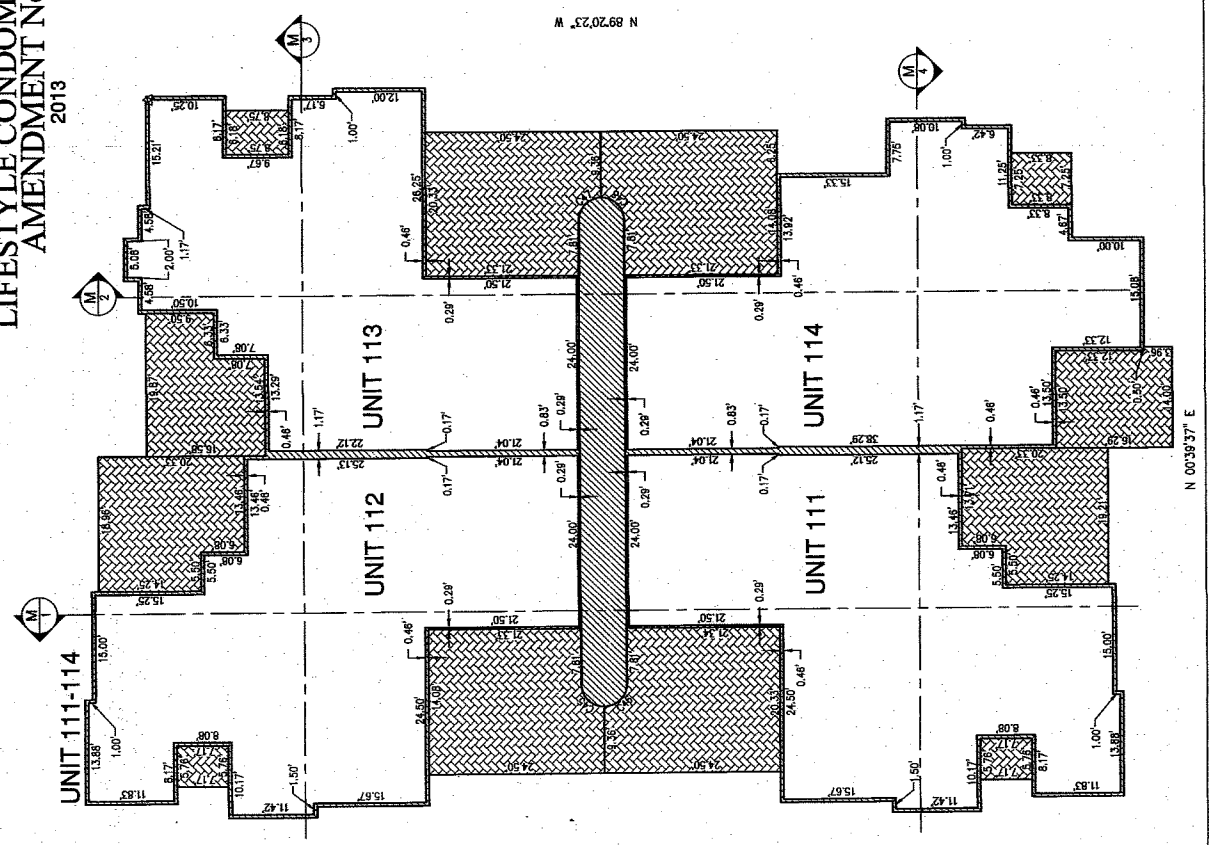


Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 443 East 56th Drive, Suite 100
 Cleveland, Ohio 44122
 Phone (216) 522-4041
 Fax (216) 522-4448
 www.thelandgroup.com

BK 105 Pg 14371

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

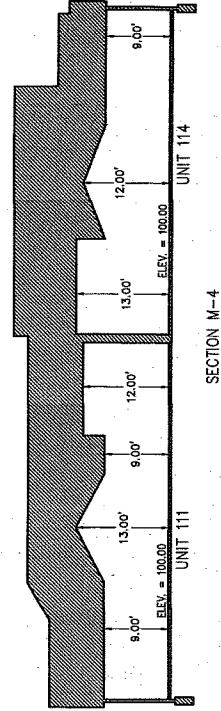
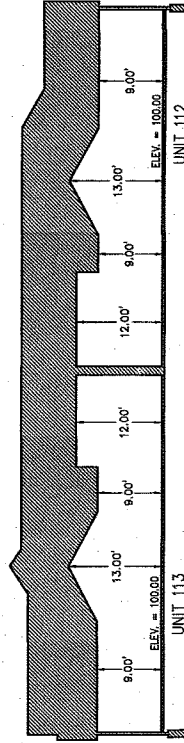
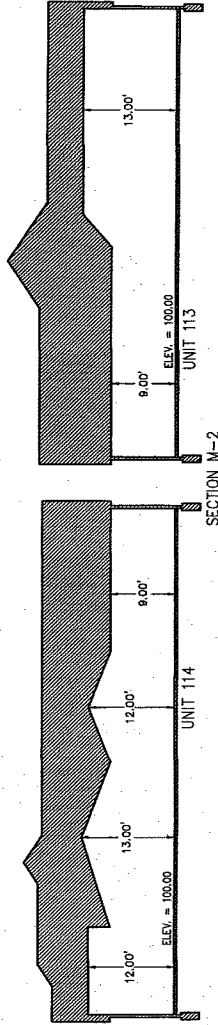
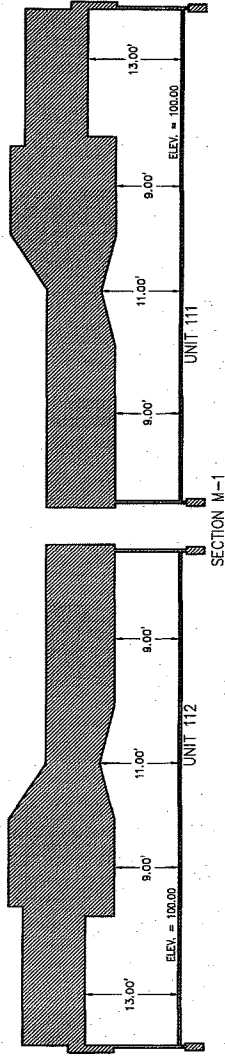
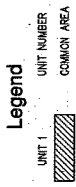


CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C45	3.17	4.97	4.48	S44°59'42"E	90°00'00"
C46	3.17	4.97	4.48	N43°00'16"E	90°00'00"
C47	3.17	4.97	4.48	S43°00'16"W	90°00'00"
C48	3.17	4.97	4.48	N44°59'42"W	90°00'00"



Owner
FF Cloverdale Residential, LLC

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

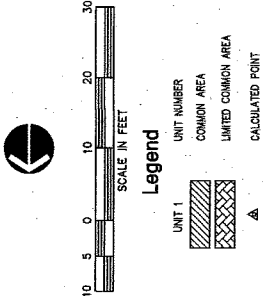
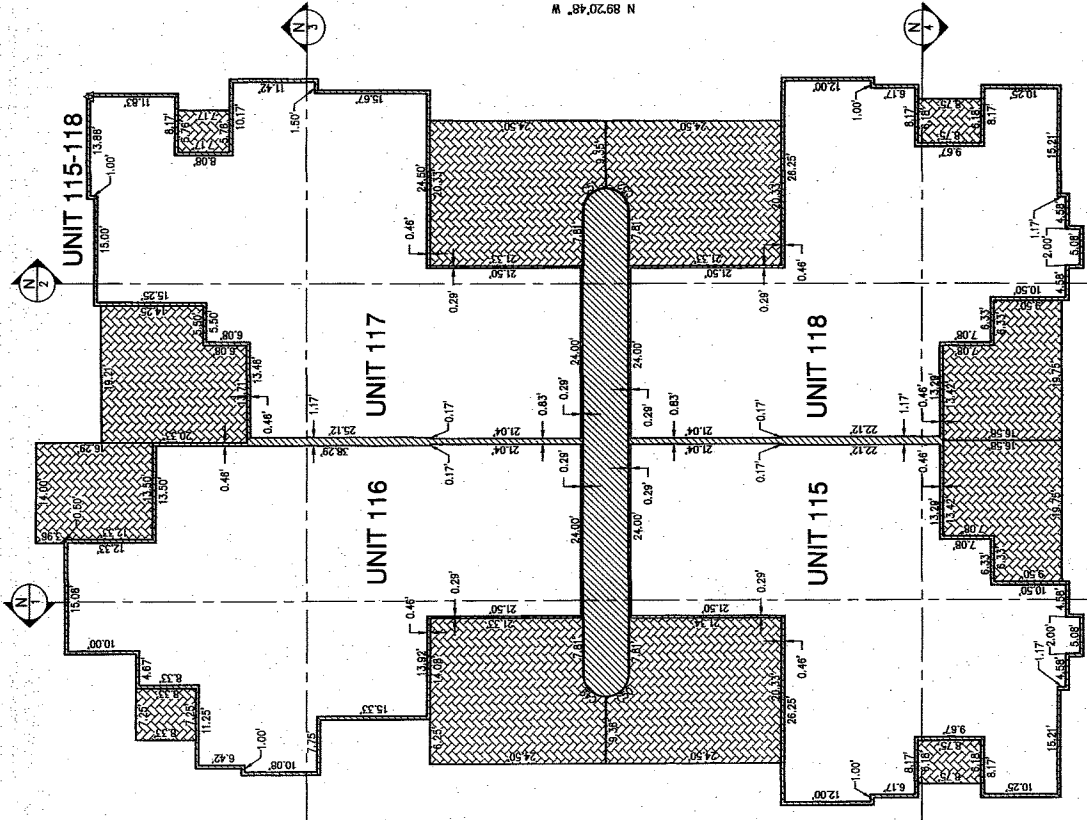


Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
462 East Shore Drive, Suite 100
Palm Beach, FL 33480
Phone: (561) 552-4400
Fax: (561) 552-4445
www.thelandgroup.com

BK 105 Pg 14373

LIFESTYLE CONDOMINIUMS
 AMENDMENT No. 2
 2013



CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C49	3.17	4.97	4.48	S44°59'42"E	90°00'00"
C50	3.17	4.97	4.48	N45°00'18"E	90°00'00"
C51	3.17	4.97	4.48	S45°00'18"W	90°00'00"
C52	3.17	4.97	4.48	N44°59'42"W	90°00'00"



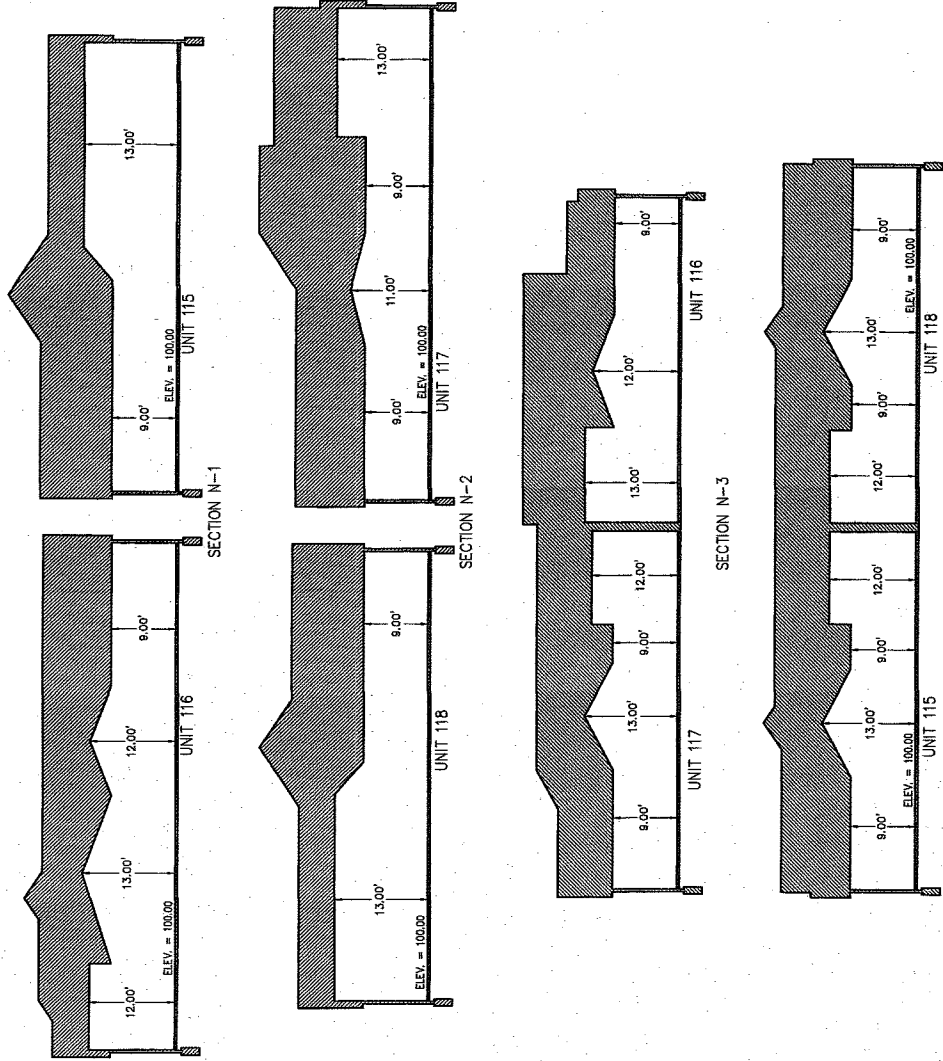
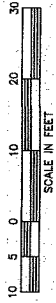
Owner
 FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 555 East 100th Ave., Suite 100
 Aurora, CO 80012-3311
 Phone (303) 338-1434
 Fax (303) 338-1434
 www.thelandgroup.com

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA

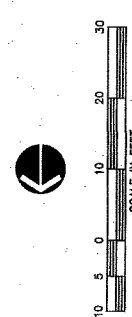
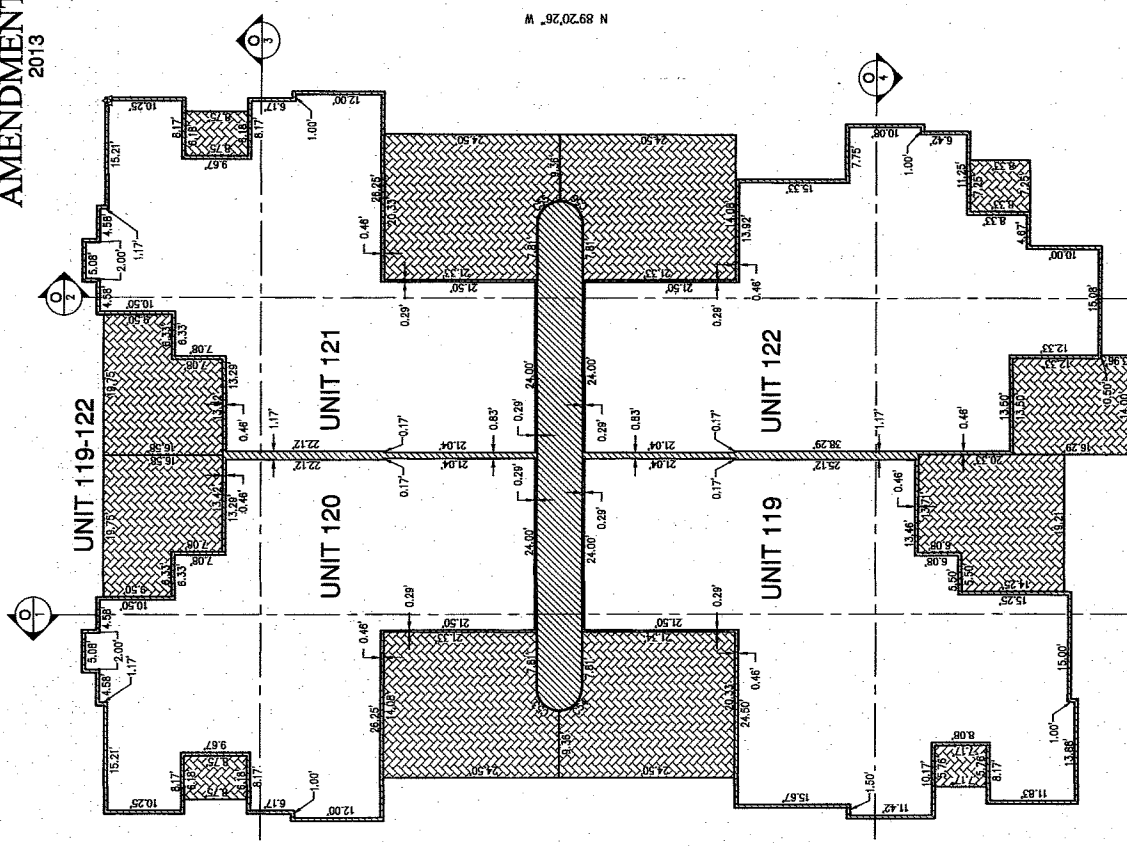


Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
442 East Shore Drive, Suite 100
Palm Beach, Florida 33480-4041
Phone: (561) 832-6041
Fax: (561) 832-4448
www.thelandgroup.com

BK 105 Pg 14375

LIFESTYLE CONDOMINIUMS
 AMENDMENT No. 2
 2013



Legend

- UNIT 1 (diagonal hatching)
- UNIT NUMBER
- COMMON AREA (cross-hatching)
- UNITED COMMON AREA (stippled)
- A (circle with 'A')
- CALCULATED POINT (circle with 'A')

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C53	3.17'	4.97'	4.48'	S44°59'42"E	90°00'00"
C54	3.17'	4.97'	4.48'	N48°00'18"E	90°00'00"
C55	3.17'	4.97'	4.48'	S48°00'18"W	90°00'00"
C56	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"

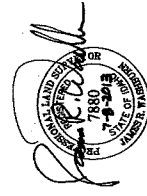
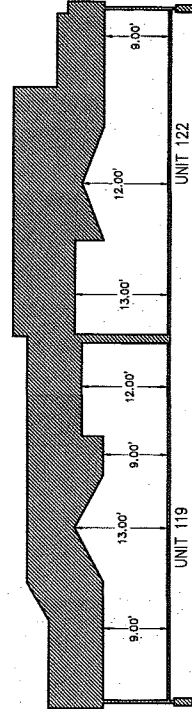
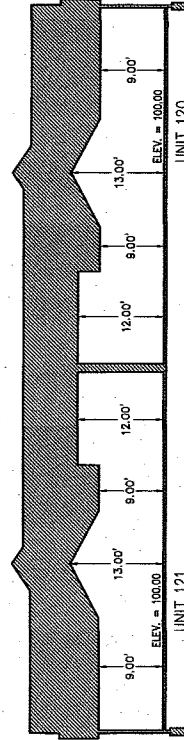
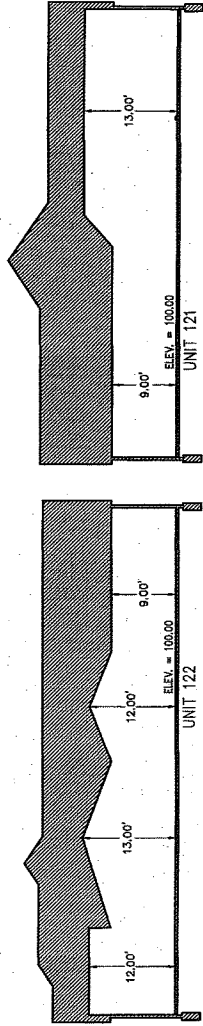
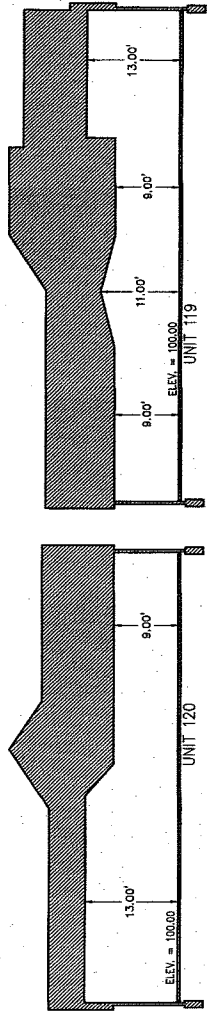
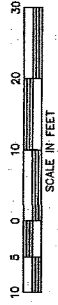
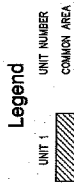


Owner
 FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 442 East Stone Drive, Suite 100
 Raleigh, NC 27603
 Phone: (919) 533-4541
 Fax: (919) 533-4445
 www.thelandgroup.com

BK 105 Pg 14376

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

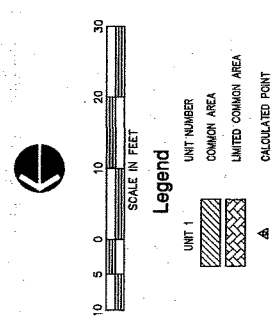
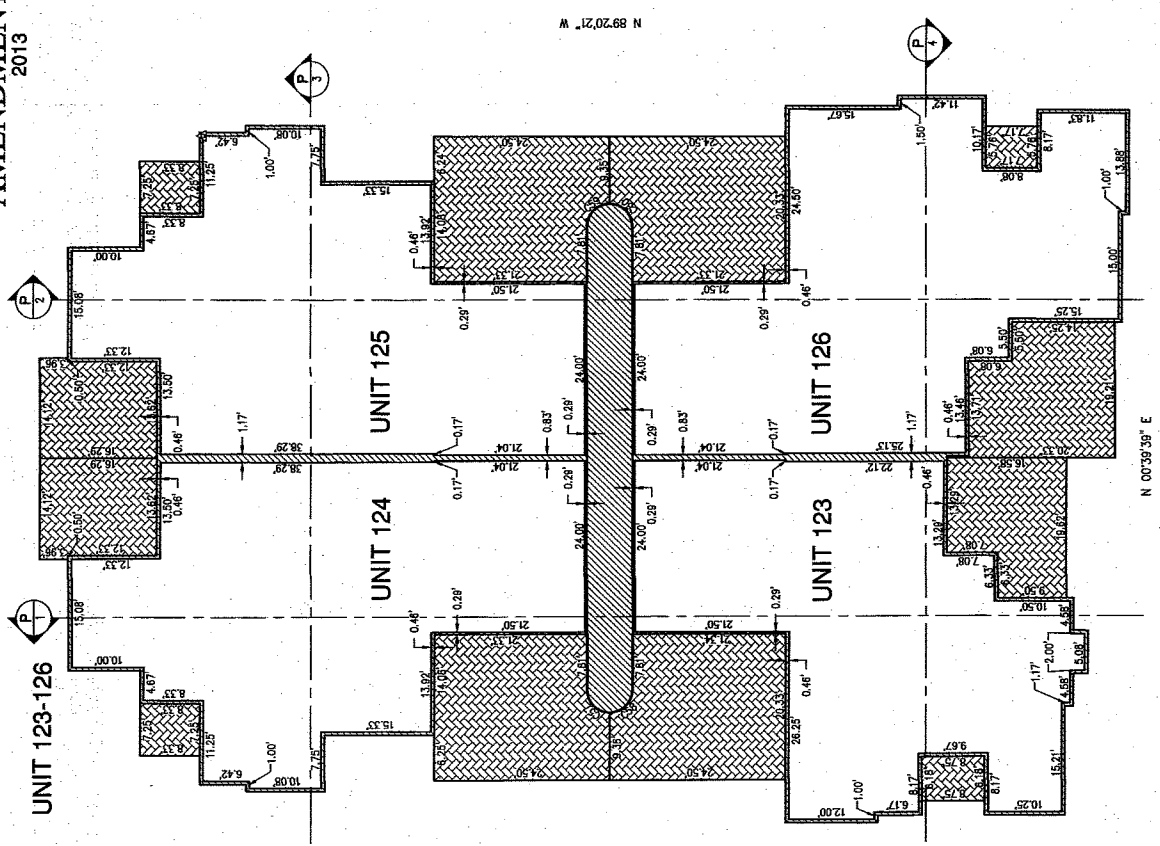


Owner
FF Cloverdale Residential, LLC

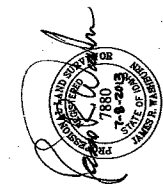
THE LAND GROUP, INC.
442 East Shore Drive, Suite 100
Tampa, FL 33602
Phone (813) 939-4444
Fax (813) 939-4445
www.thelandgroup.com

BK 105 Pg. 14377

LIFESTYLE CONDOMINIUMS
 AMENDMENT No. 2
 2013



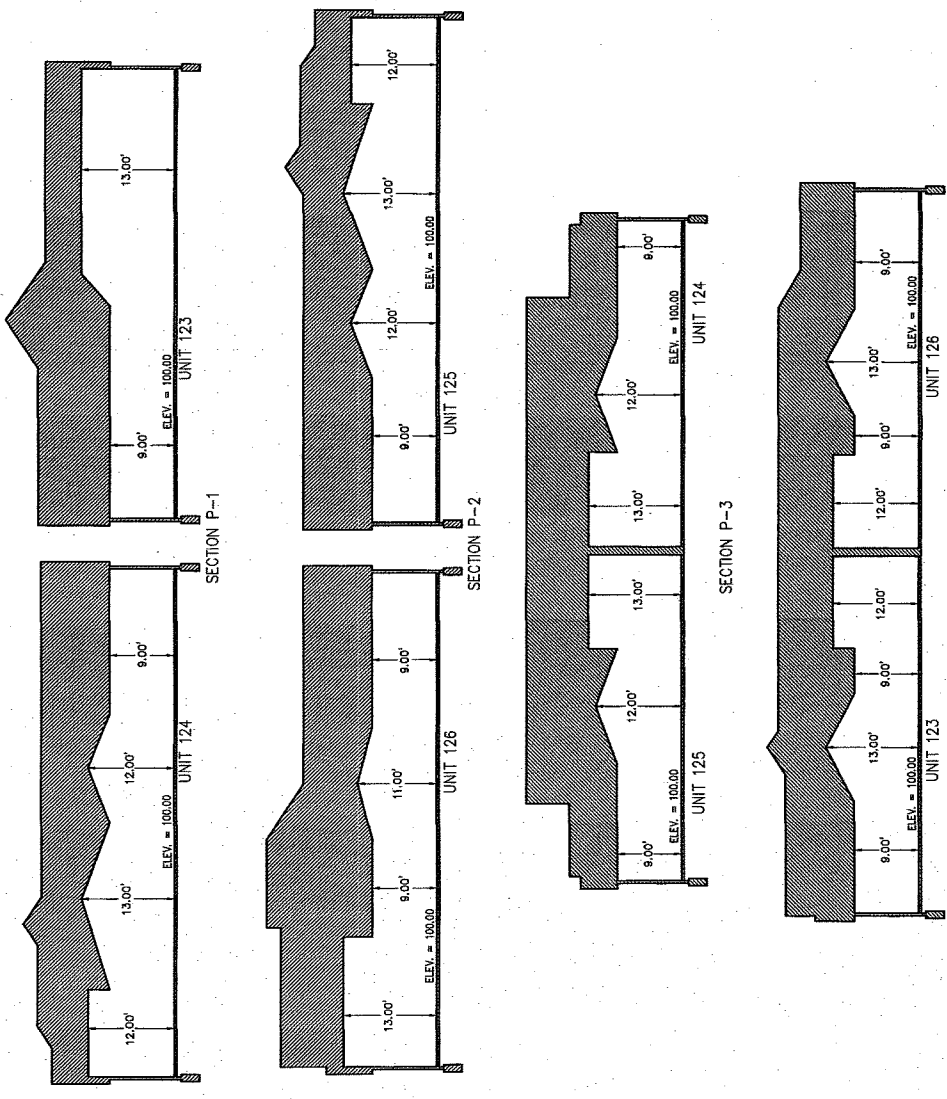
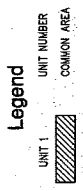
Curve	Radius	Length	Chord Length	Chord Bearing	Delta
C57	3.17	4.97	4.48	S44°59'42"E	90°00'00"
C58	3.17	4.97	4.48	N46°00'18"E	90°00'00"
C59	3.17	4.97	4.48	S45°00'18"W	90°00'00"
C60	3.17	4.97	4.48	N44°59'42"N	90°00'00"



Owner
 FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 442 East Street Drive, Suite 100
 Phoenix, Arizona 85004
 Phone (602) 938-4041
 Fax (602) 938-4445
 info@thelandgroup.com

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2018

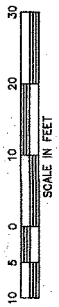


Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
442 East 3rd Street, Suite 100
Fort Worth, Texas 76102
Phone (817) 332-4444
Fax (817) 332-4444
www.thelandgroup.com

BK 105 Pg 14379

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

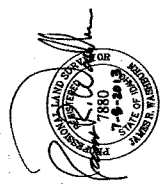
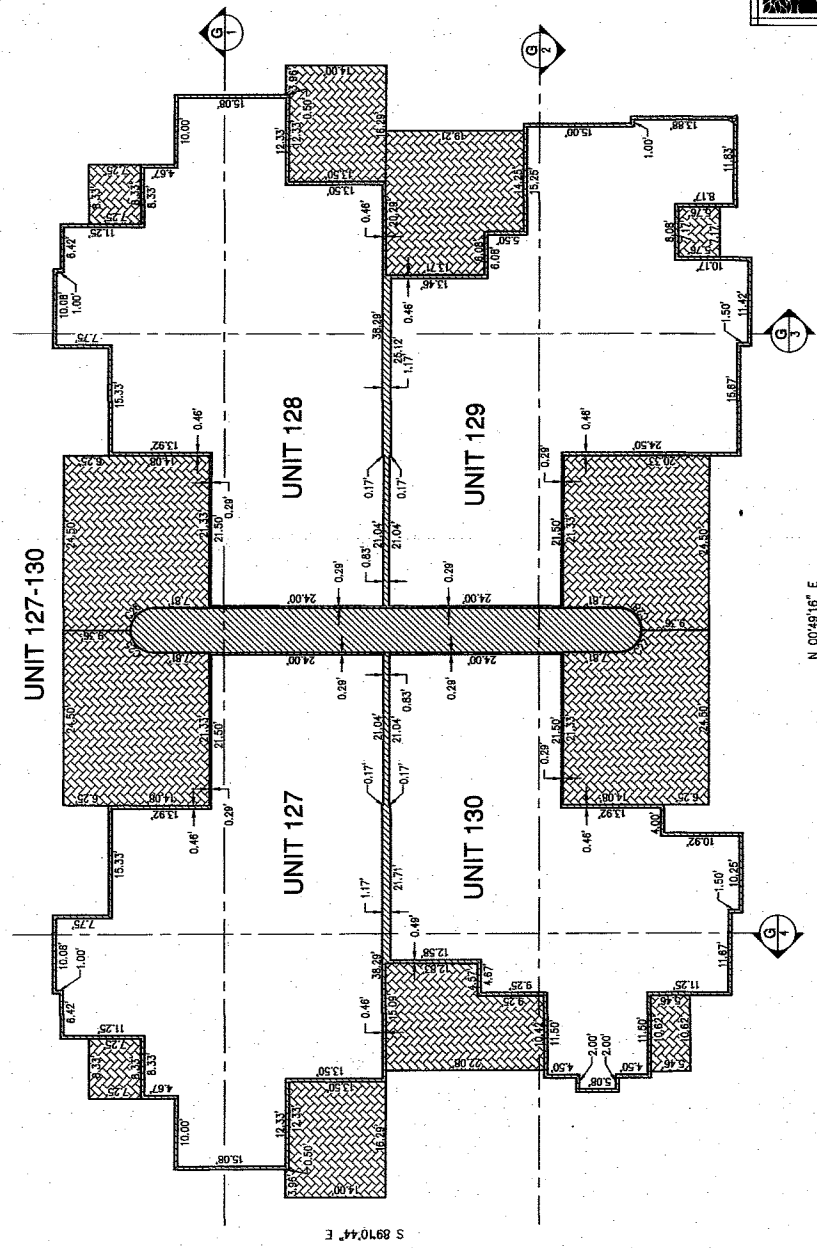


Legend

[Hatched Box]	UNIT 1
[Dotted Box]	COMMON AREA
[Cross-hatched Box]	LIMITED COMMON AREA
[Triangle]	CALCULATED POINT

Curve Table

CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C25	3.17'	4.97'	4.48'	S44°59'42"E	80°00'00"
C26	3.17'	4.97'	4.48'	S45°00'18"W	80°00'00"
C27	3.17'	4.97'	4.48'	N45°00'18"E	80°00'00"
C28	3.17'	4.97'	4.48'	N44°59'42"W	80°00'00"



Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 625 East 30th Street, Suite 100
 Phoenix, Arizona 85018-1041
 Phone: (602) 338-1041
 Fax: (602) 338-1040
 www.thelandgroup.com

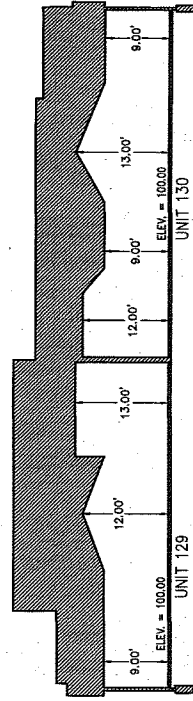
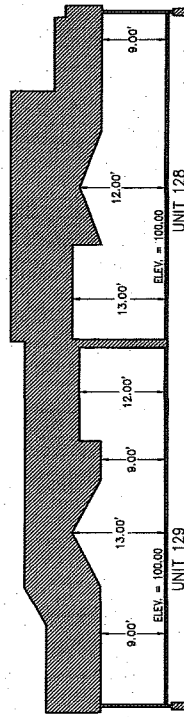
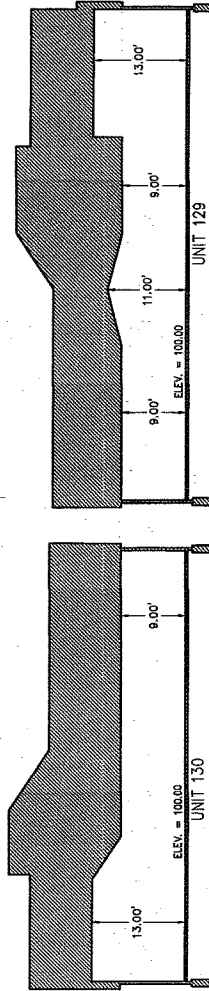
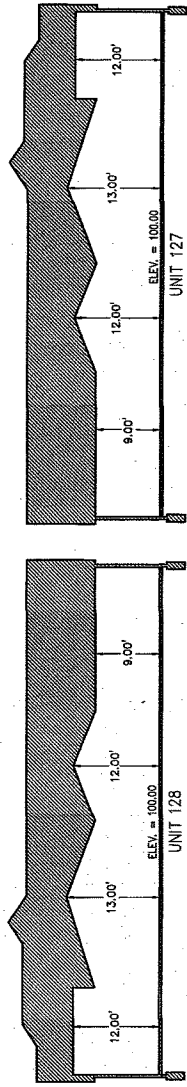
LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

UNIT 1

UNIT NUMBER

COMMON AREA

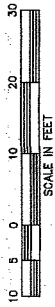


Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
452 East Street Drive, Suite 100
P.O. Box 1000, 02840
Phone (508) 938-4241
Fax (508) 938-4440
www.thelandgroup.com

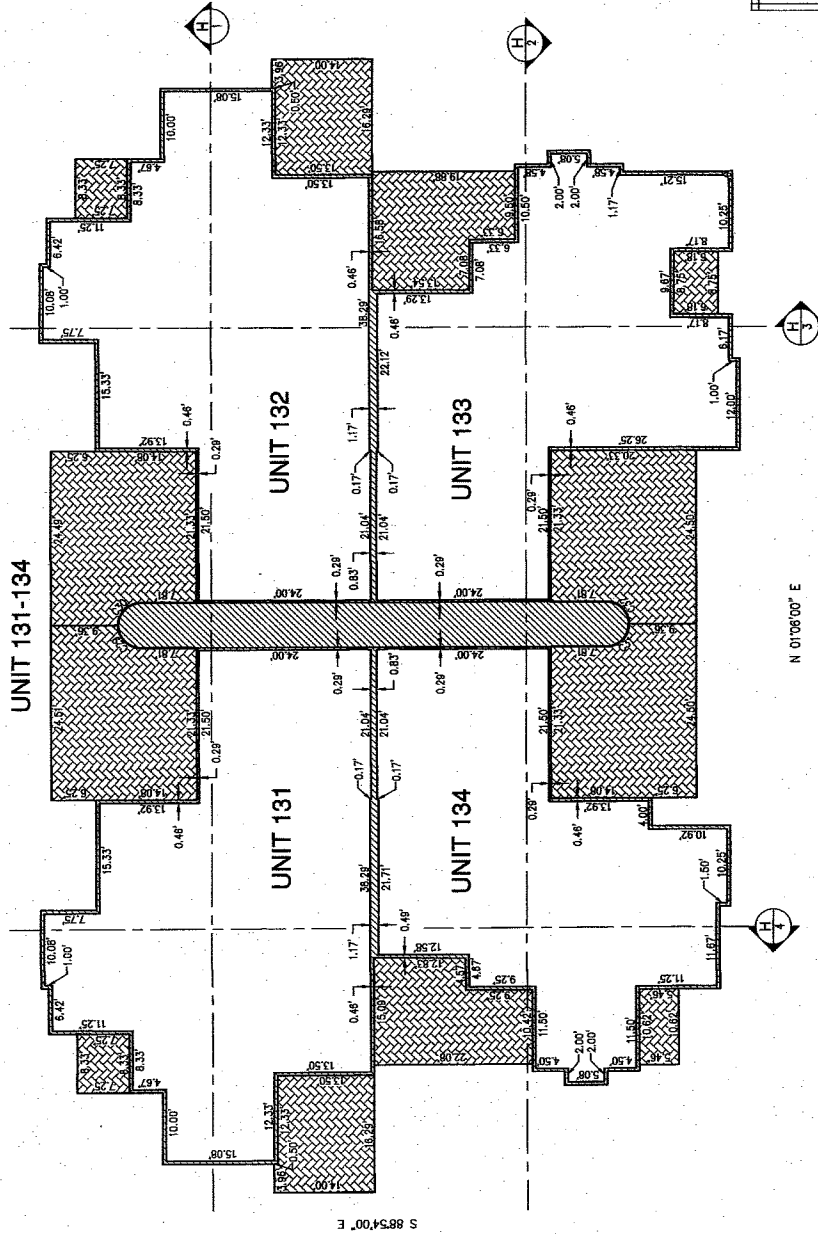
Bk 105 Pg 1438/1

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013



- Legend**
- UNIT 1
 - COMMON AREA
 - LIMITED COMMON AREA
 - ▲ CALCULATED POINT

Curve Table				
CURVE	RADIUS	LENGTH	CHORD BEARING	DELTA
C2B	3.17'	4.97'	S44°59'42"E	90°00'00"
C2C	3.17'	4.97'	S45°00'18"W	90°00'00"
C31	3.17'	4.97'	N45°00'18"E	90°00'00"
C32	3.17'	4.97'	N44°59'42"N	90°00'00"



Owner
FF Cloverdale Residential, LLC

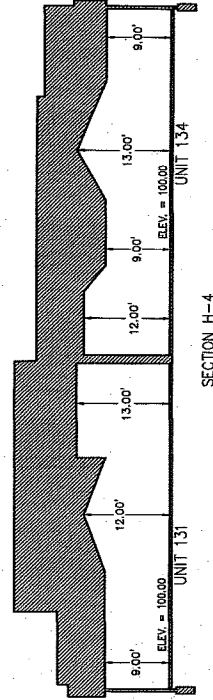
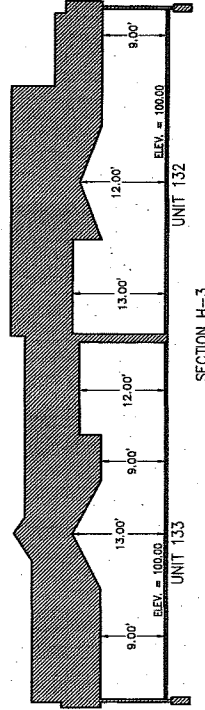
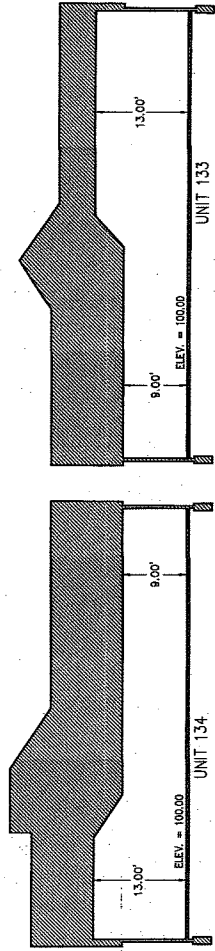
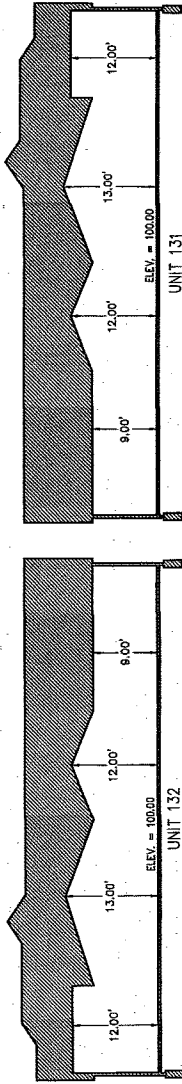
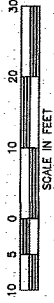
THE LAND GROUP, INC.
 10000 E. 100th Ave., Suite 100
 Englewood, CO 80150
 Phone (303) 581-4041
 Fax (303) 581-4042
 www.thelandgroup.com

Bk 105 Pg 14382

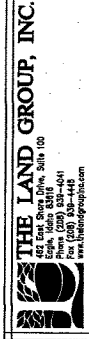
LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA



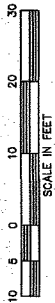
Owner
FF Cloverdale Residential, LLC



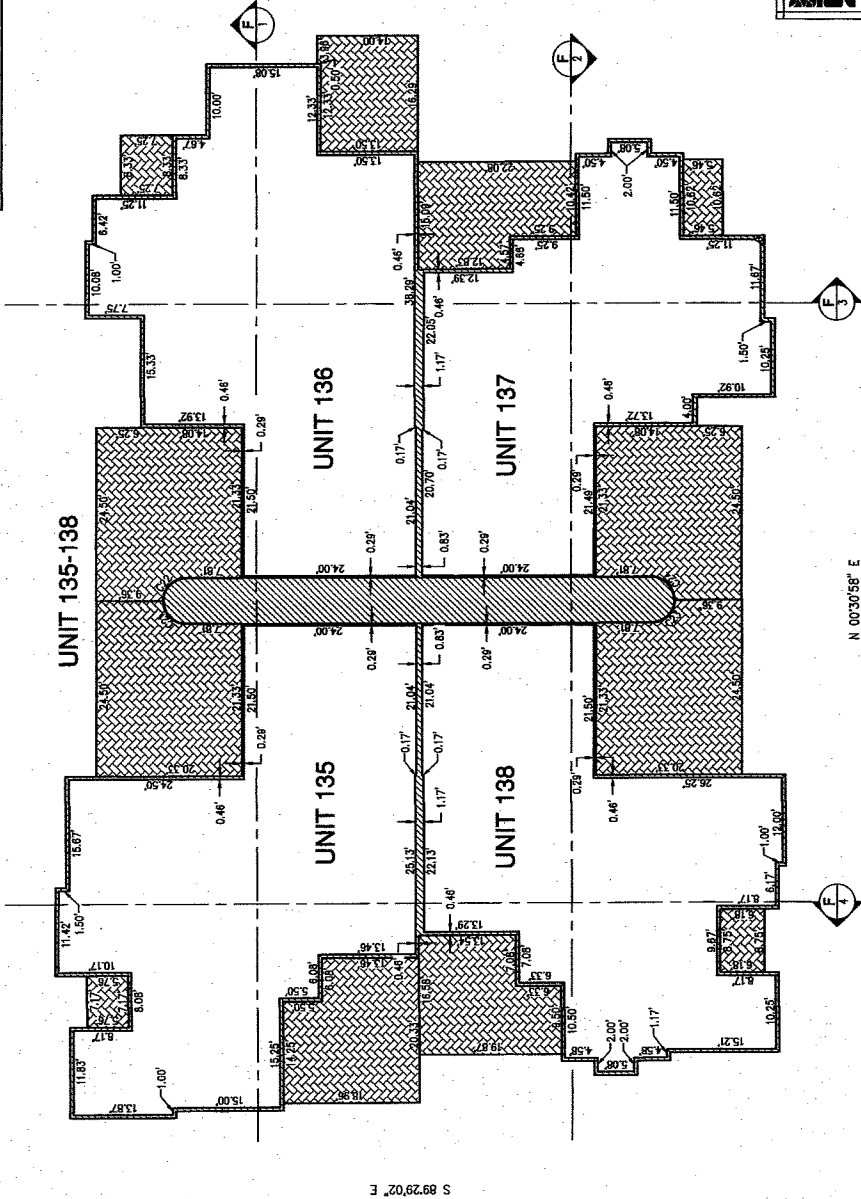
Bk 105 Pg 14383

LIFESTYLE CONDOMINIUMS
 AMENDMENT No. 2
 2013

Curve Table				
CURVE	RADIUS	LENGTH	CHORD BEARING	BETA
C21	3.17	4.97	S44°59'42"E	90°00'00"
C22	3.17	4.97	S45°00'18"W	90°00'00"
C23	3.17	4.97	N45°00'18"E	90°00'00"
C24	3.17	4.97	N44°59'42"W	90°00'00"



- Legend**
- UNIT 1
 - COMMON AREA
 - UNITED COMMON AREA
 - CALCULATED POINT




Owner
 FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 11000 W. 11th Avenue, Suite 110
 Englewood, Colorado 80110
 Phone: (303) 338-4641
 Fax: (303) 338-4641
 www.thelandgroup.com

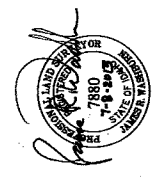
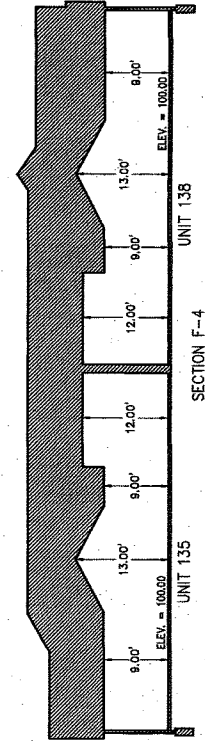
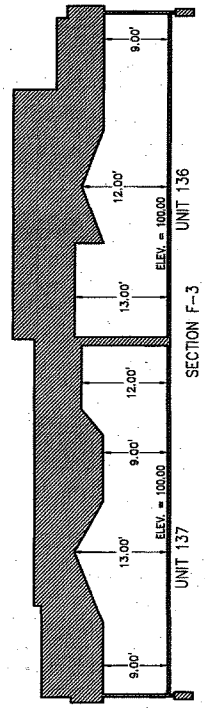
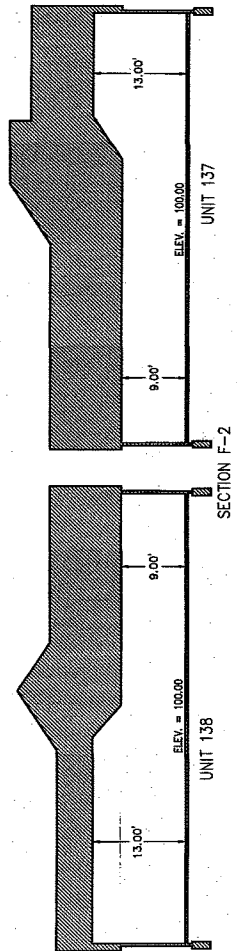
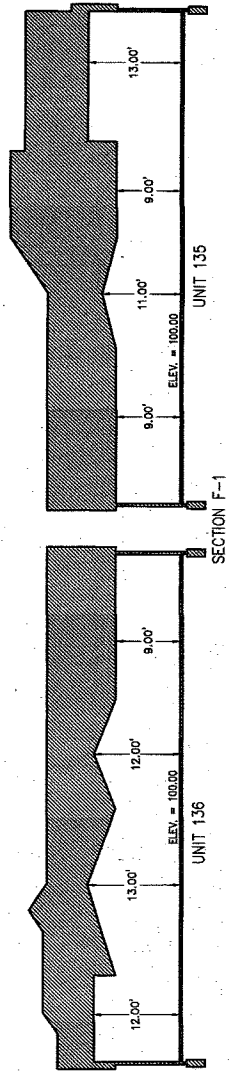
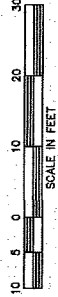
LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

UNIT 1 

UNIT NUMBER

COMMON AREA

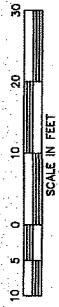


Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 10000 Old Farm Road, Suite 100
 York, PA 17403
 Phone (717) 938-8141
 Fax (717) 938-8142
 www.thelandgroup.com

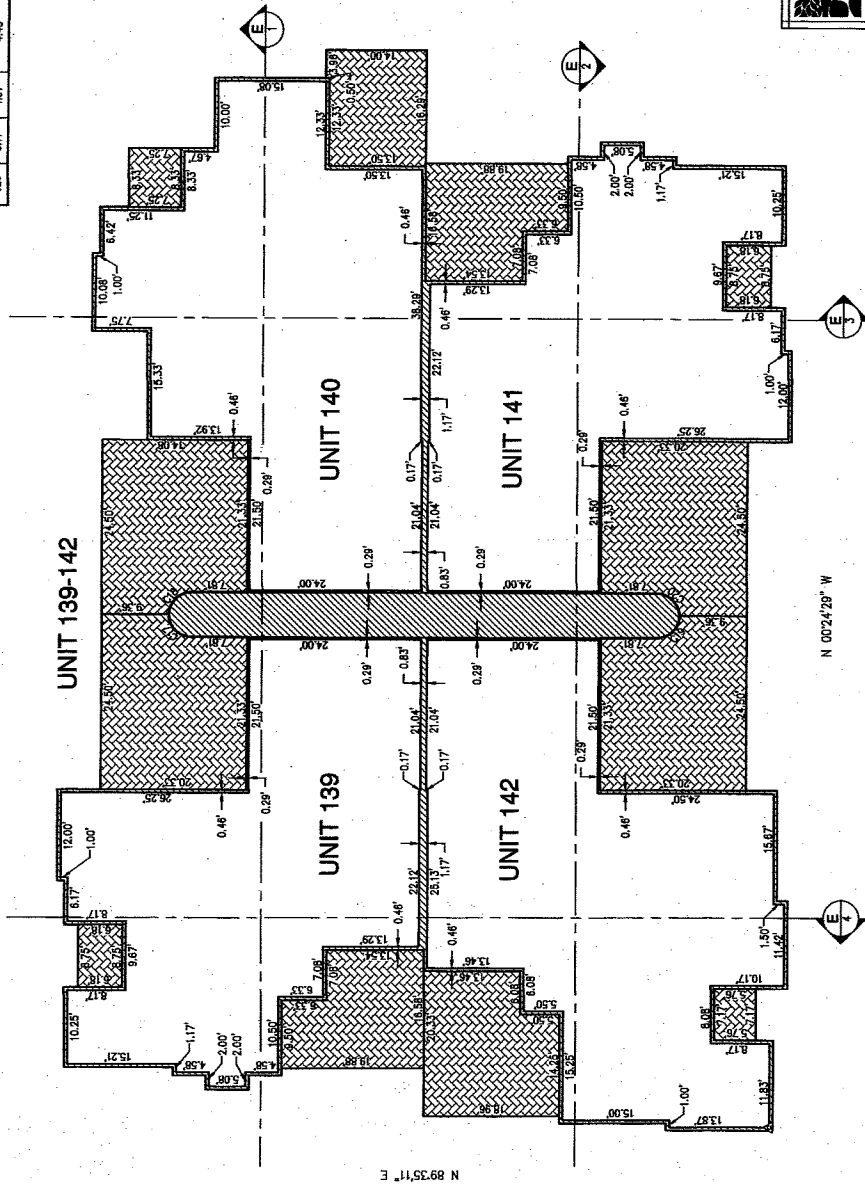
Dk 105 Pg 14385

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013



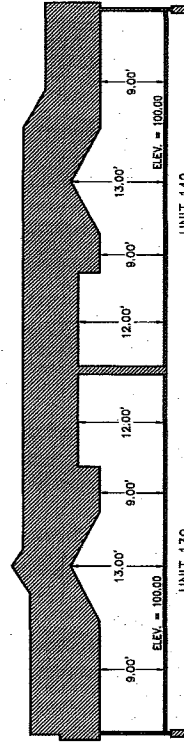
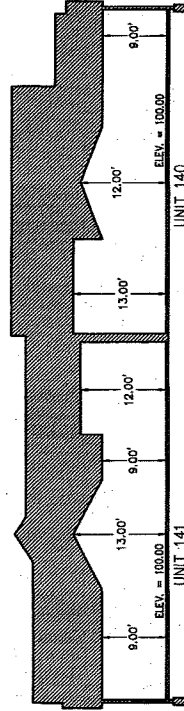
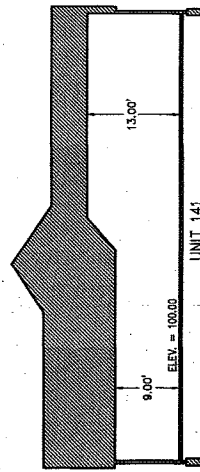
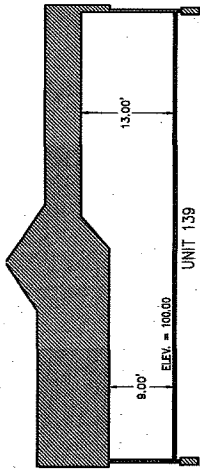
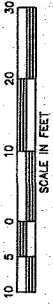
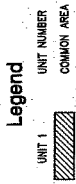
- Legend**
- UNIT 1
 - COMMON AREA
 - LIMITED COMMON AREA
 - A CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C17	3.17	4.97	4.48	S44°59'42"E	90°00'00"
C18	3.17	4.97	4.48	S85°00'18"W	90°00'00"
C19	3.17	4.97	4.48	N45°00'18"E	90°00'00"
C20	3.17	4.97	4.48	N45°59'42"W	90°00'00"

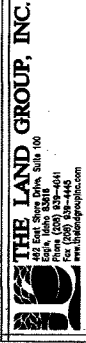


Owner
FF Cloverdale Residential, LLC

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

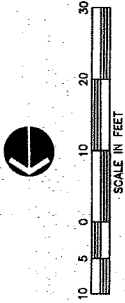


Owner
FF Cloverdale Residential, LLC



Bk 105 Pg 14381

LIFESTYLE CONDOMINIUMS
 AMENDMENT No. 2
 2013

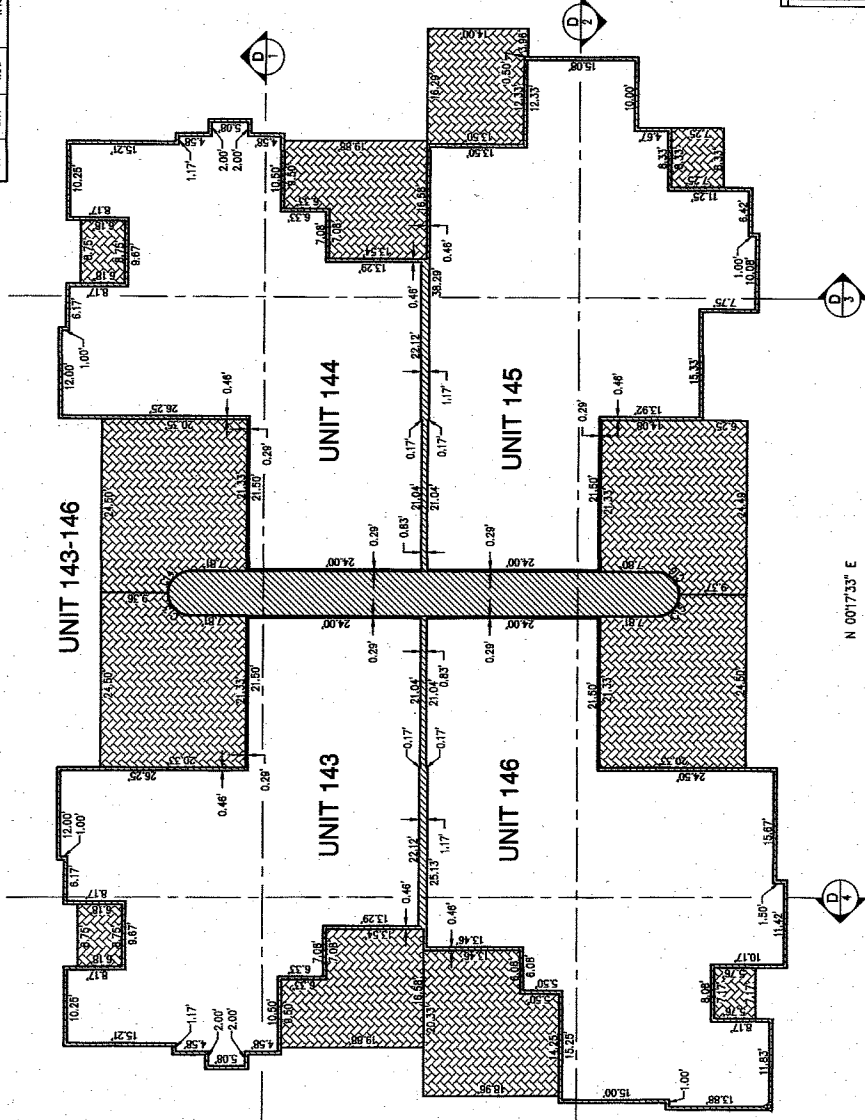


Legend

	UNIT 1
	COMMON AREA
	LIMITED COMMON AREA
	CALCULATED POINT

Curve Table

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C13	3.17'	4.97'	4.48'	S44°59'42"E	80°00'00"
C14	3.17'	4.97'	4.48'	S45°00'18"W	80°00'00"
C15	3.17'	4.97'	4.48'	N45°00'18"E	80°00'00"
C16	3.17'	4.97'	4.48'	N44°59'42"W	80°00'00"



S 89°42'27\"/>



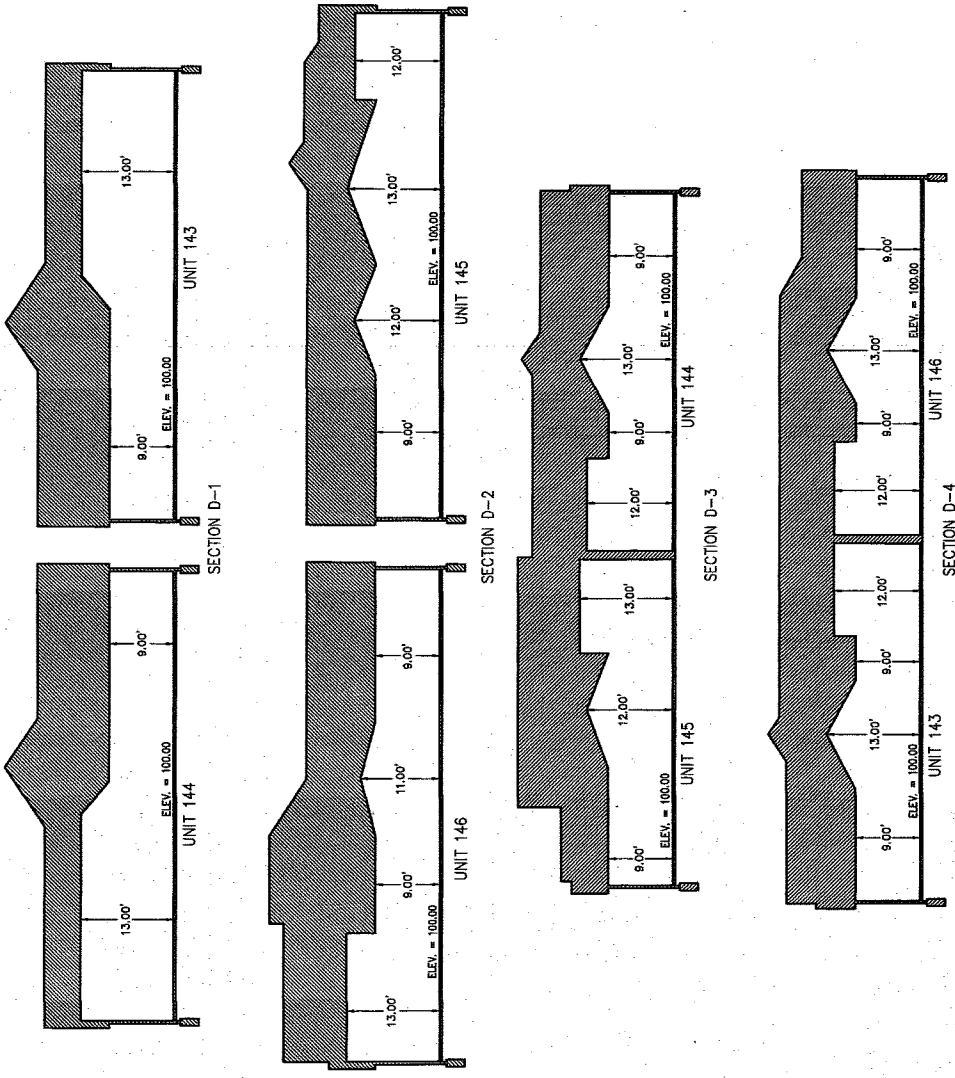
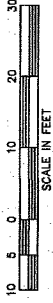
Owner
 FF Cloverdale Residential, LLC

Bk 105 Pg 14388

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA



Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 525 West 13th Street, Suite 100
 Phone (408) 528-1041
 Fax (408) 528-1042
 www.thelandgroup.com

BK 105 Pg 14389

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

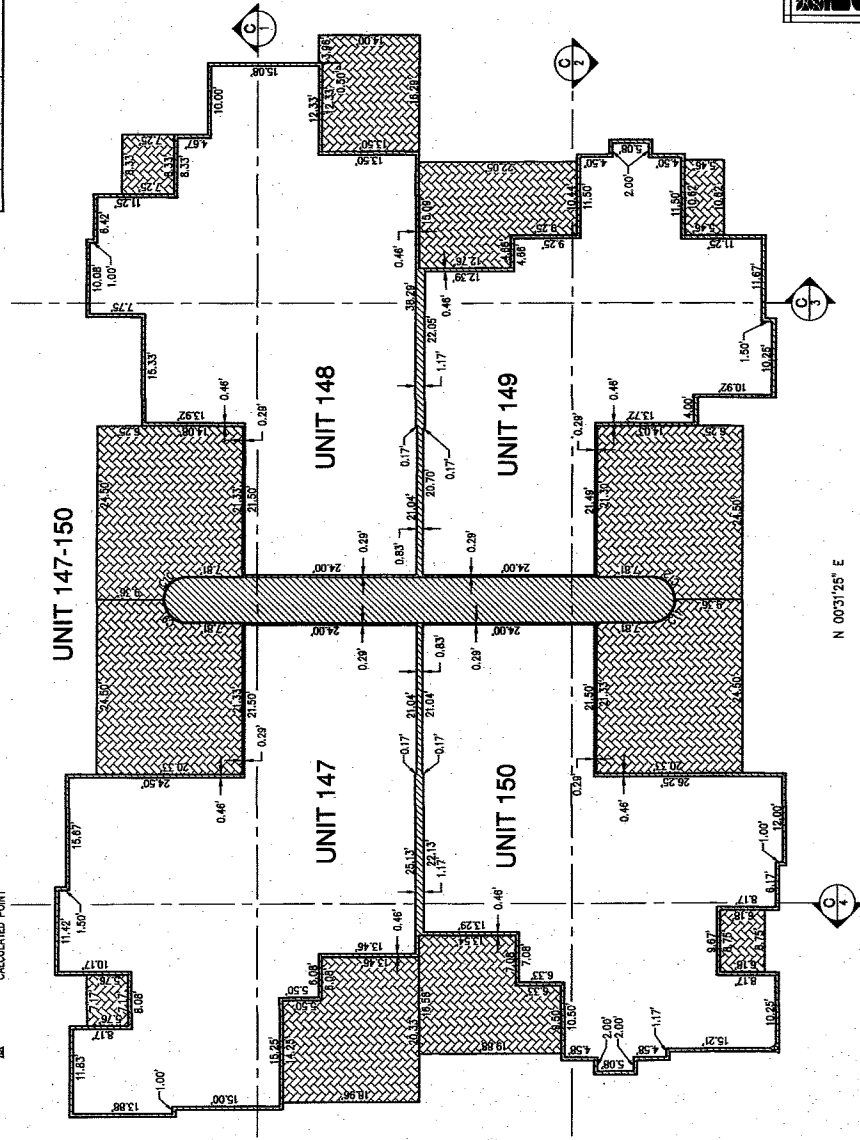


Legend

UNIT 1	UNIT NUMBER
[Hatched Box]	COMMON AREA
[Dotted Box]	LIMITED COMMON AREA
▲	CALCULATED POINT

Curve Table

CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C0	3.17'	4.97'	4.48'	S44°38'42"E	90°00'00"
C10	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C11	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C12	3.17'	4.97'	4.48'	N44°39'42"W	90°00'00"



Owner
FF Cloverdale Residential, LLC

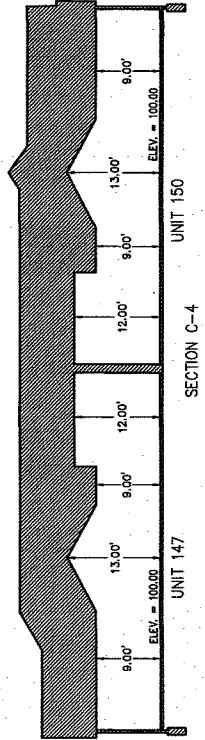
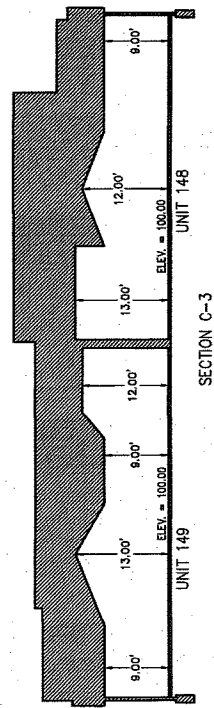
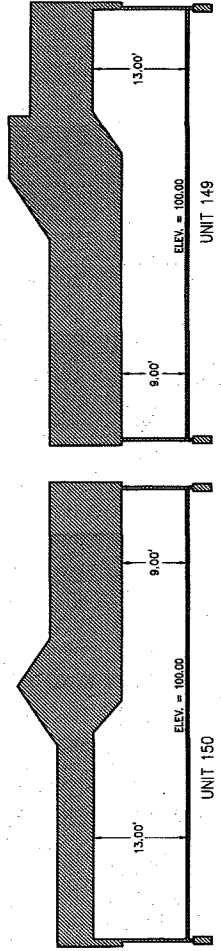
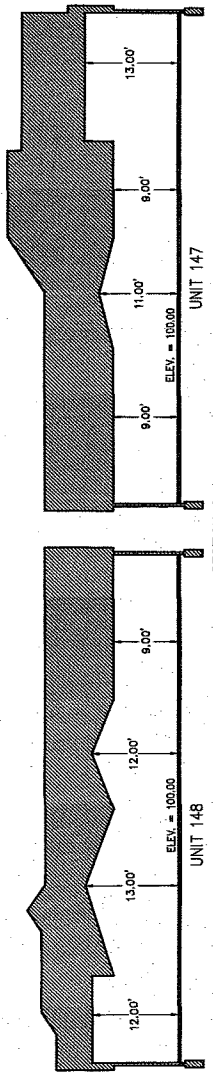
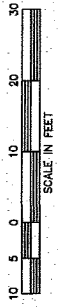
THE LAND GROUP, INC.
 11111 SW 10th St, Suite 100
 Beaverton, Oregon 97005
 Phone (503) 233-4941
 Fax (503) 233-4941
 www.thelandgroup.com

Bk 105 Pg 143-90

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

UNIT 1
UNIT NUMBER
COMMON AREA

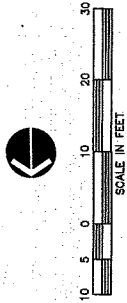


Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
4500 W. 13th Ave., Suite 100
Engle, Utah 84010
Phone: (801) 324-1401
Fax: (801) 324-1402
www.thelandgroup.com

BK 165 Pg 14391

LIFESTYLE CONDOMINIUMS
 AMENDMENT No. 2
 2013

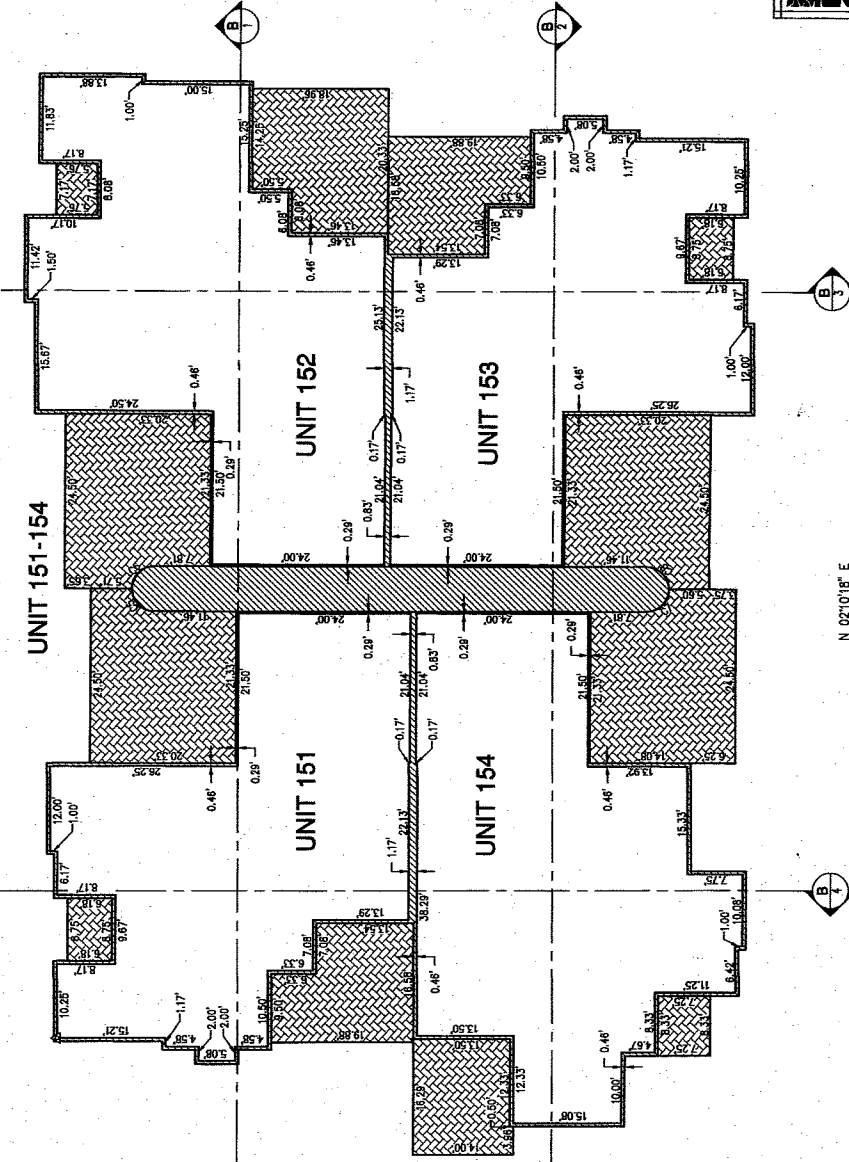


Legend

UNIT 1	UNIT NUMBER
[Hatched pattern]	COMMON AREA
[Cross-hatched pattern]	LIMITED COMMON AREA
▲	CALCULATED POINT

Curve Table

CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C5	3.17'	4.97'	4.48'	M44°59'42"W	90°00'00"
C8	3.17'	4.97'	4.48'	M45°00'18"E	90°00'00"
C7	3.17'	4.97'	4.48'	M45°00'18"E	90°00'00"
C8	3.17'	4.97'	4.48'	M44°59'42"W	90°00'00"

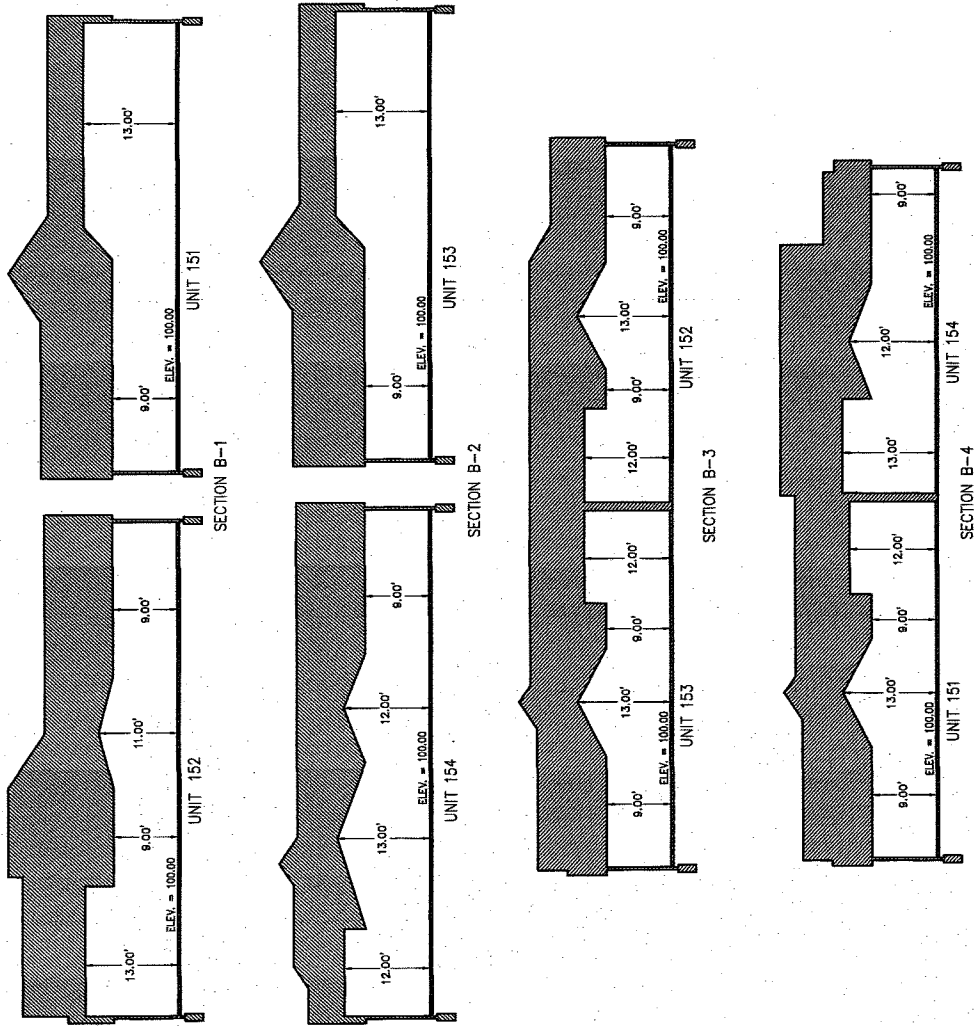
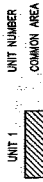


Owner
 FF Cloverdale Residential, LLC



LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend



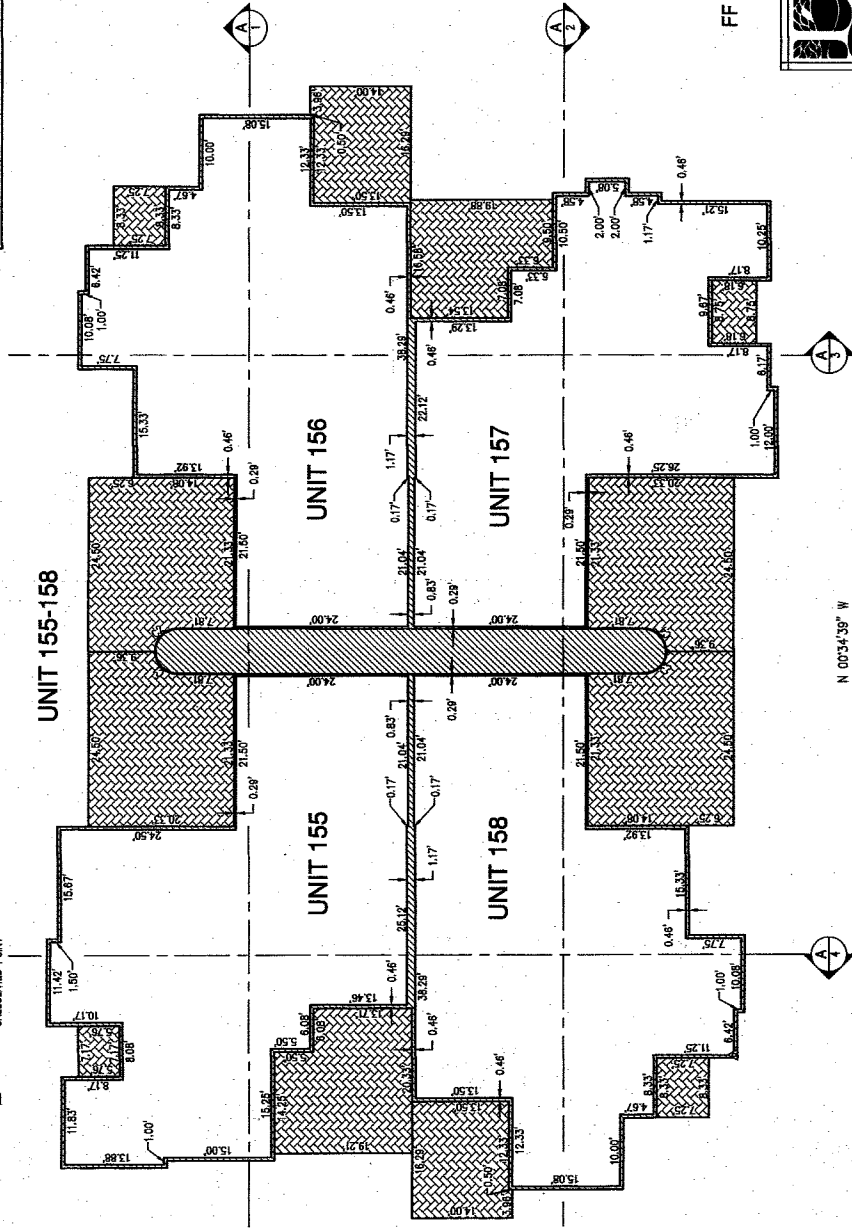
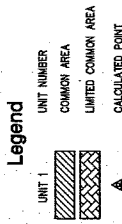
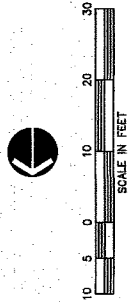
Owner
FF Cloverdale Residential, LLC



BK 105 Pg 14393

LIFESTYLE CONDOMINIUMS
 AMENDMENT No. 2
 2013

Curve Table				
CURVE	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA
C1	3.17'	4.97'	S41°59'42"E	90°00'00"
C2	3.17'	4.97'	S45°00'18"W	90°00'00"
C3	3.17'	4.97'	N45°00'18"E	90°00'00"
C4	3.17'	4.97'	N41°59'42"W	90°00'00"



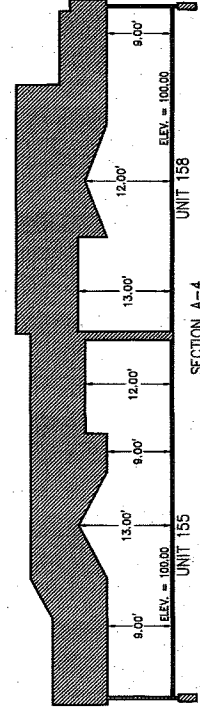
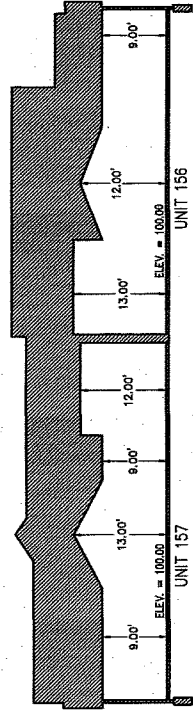
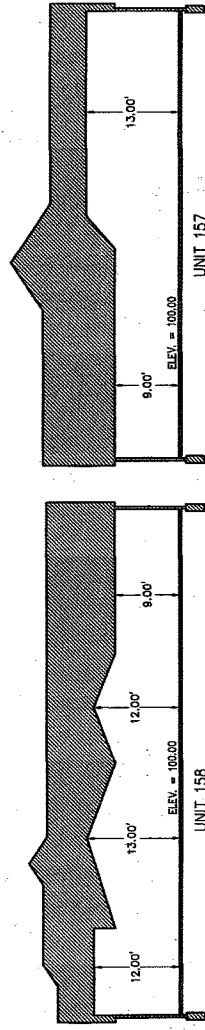
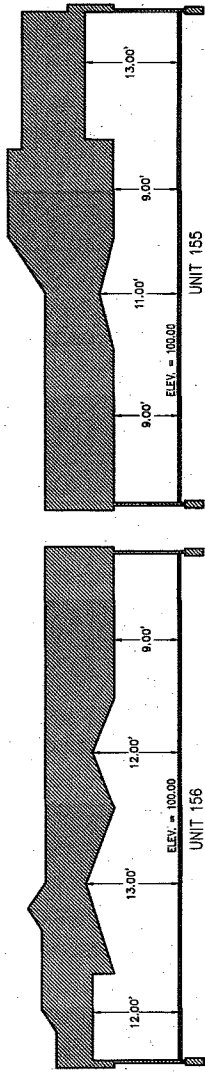
Owner
 FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 442 East Shore Drive, Suite 100
 Esopus, NY 12529
 Tel: (845) 886-1111
 Fax: (845) 886-1448
 www.thelandgroup.com

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA



Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
442 East Street Drive, Suite 100
Farmingdale, NY 11735
Phone: (516) 521-4441
Fax: (516) 521-4443
www.thelandgroup.com

LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Certificate of Owner

KNOW ALL PERSONS BY THESE PRESENTS THAT THE OWNERS OF UNITS 2, 4, 7, 9 AND THE ORCHARDS AT CLOVERDALE CONDOMINIUM ASSOCIATION, INC., AN IDAHO NONPROFIT CORPORATION...

Alan James Skille, President
Margaret E. Mans, Secretary
Ronald L. Noble, Unit 3
Pamela Noble, Unit 3
David R. Norbert, Unit 4
Nicola Karen Norbert, Unit 4
Margaret E. Mans, Unit 7

STATE OF IDAHO
COUNTY OF ADA
ON THIS 9th DAY OF JULY...

Notary Public for the State of Idaho
Residing at: Pangu, Idaho
My Commission Expires: 08/21/2019



Acknowledgment

STATE OF IDAHO
COUNTY OF ADA
ON THIS 9th DAY OF JULY...

Notary Public for the State of Idaho
Residing at: Pangu, Idaho
My Commission Expires: 08/21/2019



Acknowledgment

STATE OF IDAHO
COUNTY OF ADA
ON THIS 9th DAY OF JULY...

Notary Public for the State of Idaho
Residing at: Pangu, Idaho
My Commission Expires: 08/21/2019



Acknowledgment

STATE OF IDAHO
COUNTY OF ADA
ON THIS 9th DAY OF JULY...

Notary Public for the State of Idaho
Residing at: Pangu, Idaho
My Commission Expires: 08/21/2019



Acknowledgment

STATE OF IDAHO
COUNTY OF ADA
ON THIS 9th DAY OF JULY...

Notary Public for the State of Idaho
Residing at: Pangu, Idaho
My Commission Expires: 08/21/2019



Certificate of Ada County Surveyor

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS AMENDMENT TO LIFESTYLE CONDOMINIUMS AND THAT IT IS IN COMPLIANCE WITH THE APPLICABLE STATE OF IDAHO CODE AND LOCAL REQUIREMENTS...

Copy of Survey
ADA COUNTY SURVEYOR
PLS 5357 7-10-2013



Certificate of Ada County Treasurer

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND PAST DUES AND FEES...

11/30/2013
Ada County Treasurer
Christy D. MacIntyre



Certificate of the Ada County Recorder

STATE OF IDAHO
COUNTY OF ADA
INSTRUMENT NUMBER 113079127
I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF LARS E. GOSPEL...

Christy D. MacIntyre
EX-OFFICIO RECORDER

Certificate of Surveyor

I, JAMES R. WASHBURN, LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS AMENDMENT TO LIFESTYLE CONDOMINIUMS AND LIFESTYLE CONDOMINIUMS NO. 1 WAS PREPARED UNDER MY DIRECT SUPERVISION...

James R. Washburn
DATE

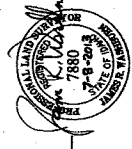


EXHIBIT E

[attach revised percentages of ownership interests]

EXHIBIT "E"

Job No. 06029/109127/112127

Date: 18 June 2013

Percentage Ownership Interests in the Common Area

Unit NO.'s	Square Feet Per Unit	% Ownership Per Unit
UNIT 1/97	1937	0.957%
UNIT 2/98	2146	1.060%
UNIT 3/99	1825	0.902%
UNIT 4/100	2324	1.148%
UNIT 5/101	2068	1.022%
UNIT 6/102	2324	1.148%
UNIT 7/103	2324	1.148%
UNIT 8/104	2068	1.022%
UNIT 9/105	2068	1.022%
UNIT 10/106	2236	1.105%
UNIT 11/107	2068	1.022%
UNIT 12/108	2236	1.105%
UNIT 13/109	2236	1.105%
UNIT 14/110	2324	1.148%
UNIT 15/111	2324	1.148%
UNIT 16/112	2324	1.148%
UNIT 17/113	2068	1.022%
UNIT 18/114	2236	1.105%
UNIT 19/115	2068	1.022%
UNIT 20/116	2236	1.105%
UNIT 21/117	2324	1.148%
UNIT 22/118	2068	1.022%
UNIT 23/119	2324	1.148%
UNIT 24/120	2068	1.022%
UNIT 25/121	2068	1.022%
UNIT 26/122	2236	1.105%
UNIT 27/123	2068	1.022%
UNIT 28/124	2236	1.105%
UNIT 29/125	2236	1.105%
UNIT 30/126	2324	1.148%
UNIT 33/127	2236	1.105%
UNIT 34/128	2236	1.105%
UNIT 35/129	2324	1.148%
UNIT 36/130	1830	0.904%

Unit NO.'s	Square Feet Per Unit	% Ownership Per Unit
UNIT 49	2204	1.089%
UNIT 50	2181	1.078%
UNIT 51	2181	1.078%
UNIT 52	2044	1.010%
UNIT 53	2204	1.089%
UNIT 54	2044	1.010%
UNIT 55	2279	1.126%
UNIT 56	2269	1.121%
UNIT 57	2277	1.125%
UNIT 58	1660	0.820%
UNIT 59	2181	1.078%
UNIT 60	2044	1.010%
UNIT 61	2204	1.089%
UNIT 62	2181	1.078%
UNIT 63	2041	1.009%
UNIT 64	2200	1.087%
UNIT 65	2260	1.117%
UNIT 66	2300	1.137%
UNIT 67	2093	1.034%
UNIT 68	1839	0.909%
UNIT 69	2260	1.117%
UNIT 70	2300	1.137%
UNIT 71	2093	1.034%
UNIT 72	1839	0.909%
UNIT 73/143	2068	1.022%
UNIT 74/144	2068	1.022%
UNIT 75/145	2236	1.105%
UNIT 76/146	2324	1.148%
UNIT 77/135	2324	1.148%
UNIT 78/136	2236	1.105%
UNIT 79/137	1825	0.902%
UNIT 80/138	2068	1.022%
UNIT 81/139	2068	1.022%
UNIT 82/140	2236	1.105%
UNIT 83/141	2068	1.022%
UNIT 84/142	2324	1.148%

UNIT 37/131	2236	1.105%
UNIT 38/132	2236	1.105%
UNIT 39/133	2068	1.022%
UNIT 40/134	1830	0.904%
UNIT 41	2200	1.087%
UNIT 42	2041	1.009%
UNIT 43	2279	1.126%
UNIT 44	2269	1.121%
UNIT 45	2277	1.125%
UNIT 46	1660	0.820%
UNIT 47	2181	1.078%
UNIT 48	2044	1.010%

UNIT 85/147	2324	1.148%
UNIT 86/148	2236	1.105%
UNIT 87/149	1825	0.902%
UNIT 88/150	2068	1.022%
UNIT 89/151	2068	1.022%
UNIT 90/152	2324	1.148%
UNIT 91/153	2068	1.022%
UNIT 92/154	2236	1.105%
UNIT 93/155	2324	1.148%
UNIT 94/156	2236	1.105%
UNIT 95/157	2068	1.022%
UNIT 96/158	2236	1.105%

***Continued ***

TOTAL (All Units):	202,375	100.00%
COMMON AREA:	13,218	
TOTAL AREA:	215,593	

AMENDMENT 7

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=3 BONNIE OBERBILLIG
LIFESTYLE CONDO

2019-021514
03/19/2019 02:15 PM
AMOUNT \$16.00



**AMENDMENT TO CONDOMINIUM
DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE LIFESTYLE CONDOMINIUMS**

AMENDMENT 7

**AMENDMENT TO CONDOMINIUM
DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE LIFESTYLE CONDOMINIUMS**

This Seventh Amendment to the Condominium Declaration and Covenants, Conditions and Restrictions for the Lifestyle Condominiums (the "Declaration") is made effective as of the date recorded, by the Orchards at Cloverdale Condominium Association, Inc. The purpose of this amendment is to effectuate and formalize the limitations of use of the Garage Limited Common Area for each unit and the minimum term allowed for leasing units of the Lifestyle Condominiums.

ARTICLE I – RECITALS

- 1.1 **Supplement and Amendment to Declaration.** This Amendment is a supplement and amendment to that certain Condominium Declaration and Covenants, Conditions and Restrictions for the Lifestyle Condominiums, dated August 3, 2007, and recorded as Instrument No. 107128890 in the records of Ada County, Idaho, on September 17, 2007. Additionally, all duly adopted and recorded prior amendments remain in full force and effect, unless expressly contradicted hereby, and this Amendment is to be considered a supplement thereto.
- 1.2 **Authority.** Article XIV of the Declaration, entitled "Amendments," at Section 14.2 permits the amendment of the Declaration, by an instrument in writing signed and acknowledged by the president and secretary of the Association, certifying and attesting that such Amendment has been approved by the vote or written consent of Members of the Association representing more than two-thirds (2/3) of the total votes which may be cast by all of the Members of the Association.

ARTICLE II – AMENDMENTS

The Declaration is hereby amended as follows. All references are to the Declaration:


- 2.1 The Declaration is hereby amended to include the following as Section 6.3.1:


6.3.1 **Use of Garage Limited Common Area:** Any vehicle, equipment or other thing kept there for more than twenty-four (24) hours, upon which time the Board may require or cause it to be removed at the risk and expense of the owner thereof.

No other amendments are intended or implied by this Amendment and the original **CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LIFESTYLE CONDOMINIUMS**, as well as any subsequent Amendments thereto not inconsistent with this amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment to the Condominium Declaration and Covenants, Conditions and Restrictions for the Lifestyle Condominiums and attest that this Amendment was duly approved and authorized by more than two-thirds (2/3) of the Owners of said Condominiums, either through vote or written consent, this 19th day of March, 2019.

The Orchards at Cloverdale Condominium Association, Inc.
An Idaho Limited Liability Company

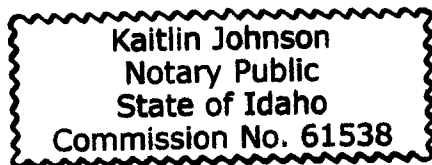
By: 
Name: L. Craig Baber
Its: President

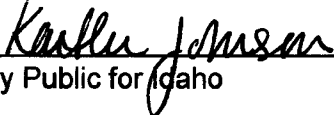
By: 
Name: Tammie L. Colburn
Its: Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 19th day of March, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared L. Craig Baber and Tammie L. Colburn, known or identified to me to be the President and Secretary, respectively, of the Orchards at Cloverdale Condominium Association, Inc., the individuals who executed the instrument on behalf of said Association, and acknowledged to me that such Association 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: Mendon, IL

Commission Expires: April 29, 2019



WHEN RECORDED RETURN TO
Collins Law PLLC
6126 W. State Street
Boise, ID 83703

**AMENDMENT TO THE CONDOMINIUM DECLARATION AND COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE LIFESTYLE CONDOMINIUMS**

**(The Lifestyle Condominiums are commonly referred to and known as
“The Orchards at Cloverdale”)**

This Amendment to the Condominium Declaration and Covenants, Conditions and Restrictions for the Lifestyle Condominiums is made effective as of the date recorded, by the Orchards at Cloverdale Condominium Association, Inc. (the “Association”), and its Members, who own property located in Ada County, Idaho.

ARTICLE I - RECITALS

1.1 Supplement and Amendment to Declaration. This Amendment is a supplement and amendment to that certain Condominium Declaration and Covenants, Conditions and Restrictions for the Lifestyle Condominiums (the “Declaration”), recorded as Instrument No. 107128890 in the records of Ada County, Idaho on September 15, 2007. All other terms of the Declaration, as well as any other amendments or supplements not expressly amended hereby, remain in full force and effect.

1.2 Authority. Article 14, Section 14.2 of the Declaration, entitled “Amendments – By Members,” permits the amendment of the Declaration by a written instrument signed by the President and Secretary of the Association, certifying and attesting that such amendment has been approved by the vote or written consent of the Members representing more than two-thirds (2/3) of the total votes which may be cast by all of the Members of the Association. By signing this Amendment, the President and Secretary of the Association attest that the Amendment has been duly approved by the requisite number of Members of the Association. Any such amendment is effective upon its recordation with the Ada County Recorder.

1.3 Definitions. Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration.

ARTICLE II - AMENDMENTS

The Declaration is hereby amended as follows. All references are to the Declaration:

2.1 Article 8, Section 8.7, is hereby amended to add a new Subsection 8.7.1, entitled "Transfer Fee Assessment," which shall read as follows:

8.7.1. Transfer Fee Assessment. Upon the sale of each Unit, the purchaser shall pay a one-time Limited Assessment in the form of a transfer fee in an amount to be determined and disclosed annually by the Board of Directors. Such fee shall be paid on or before the date of recordation of the deed from seller to the purchaser. The Association shall be entitled to collect this fee at the closing of the Unit's sale. This transfer fee shall be used to defray organization costs for the Association and general costs of operation.

No other amendments are intended or implied by this Amendment and the original CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LIFESTYLE CONDOMINIUMS, and any subsequent Amendments or Supplements thereto not inconsistent with this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned certify and attest that they are the President and Secretary of the Orchards at Cloverdale Condominium Association, Inc., that the foregoing Amendment was approved by members entitled to cast not less than two-thirds (2/3) of the votes of the Membership of the Association, this 4th day of DECEMBER, 2020.

[Remainder of Page Intentionally Left Blank]

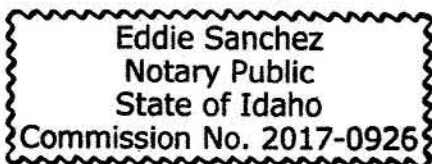
Orchards at Cloverdale Condominiums- AMENDMENT TO DECLARATION- 2
Orchards at Cloverdale Orchards at Cloverdale Condominium Association, Inc.
Condominium Association, Inc. an Idaho Non-Profit Corporation an Idaho
Non-Profit Corporation

By: Tammie L. Colburn By: Deborah S. Bonde Name:
TAMMIE L. COLBURN Name: Deborah S. Bonde Its: President
Its: Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 4th day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Tammie Colburn and Deborah Bonde, known or identified to me to be the persons who executed the instrument on behalf of said Association, and acknowledged to me that such Association executed the same.

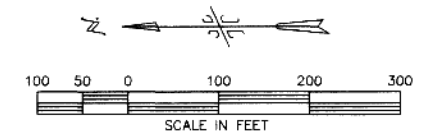
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Eddie Sanchez
Notary Public for Idaho
Residing at BOISE, ID
My commission expires: 11.13.23

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

A Division of Units No. 1-40 and 73-96, of Lifestyle Condominiums and
a Division of Units No. 1 and 32 of Lifestyle Condominiums Amendment No. 1,
Located in the West 1/2 of Government Lot 4 of Section 3,
Township 3 North, Range 1 East, B.M., City of Boise, Ada County, Idaho
2013



Line Table		
Line	Length	Direction
L1	15.47	S01°13'W
L2	25.89	N89°20'26"W
L3	19.96	N89°20'26"W
L4	15.46	N89°20'26"W
L5	24.38	N89°20'26"W
L6	19.95	N89°20'26"W

Line Table		
Line	Length	Direction
L7	21.07	N89°20'26"W
L8	40.65	N0°20'33"E
L9	28.52	N0°20'33"E
L10	41.10	N0°20'33"E
L11	28.76	S01°13'W

Revised Units

THE PURPOSE OF THIS AMENDMENT IS TO RECONFIGURE THE FLOOR PLANS AND ELEVATIONS OF UNITS 1-40 AND 73-96 OF LIFESTYLE CONDOMINIUMS AND RECONFIGURE THE FLOOR PLANS AND ELEVATIONS OF UNIT 1 OF LIFESTYLE CONDOMINIUMS AMENDMENT NO. 1 AND ELIMINATE UNITS 31 AND 32 OF LIFESTYLE CONDOMINIUMS AND SAID AMENDMENT NO. 1. SAID UNITS HAVE BEEN REVISED AND DIMENSIONED AS SHOWN HEREON. ALL OTHER UNITS REMAIN THE SAME AS THEY WERE PLATTED IN THE ORIGINAL LIFESTYLE CONDOMINIUMS, BOOK 99, PAGES 12,660 THROUGH 12,666, AND LIFESTYLE CONDOMINIUMS NO. 1, BOOK 103, PAGES 13734 THROUGH 13738. RECORDS OF ADA COUNTY, IDAHO.

Notes

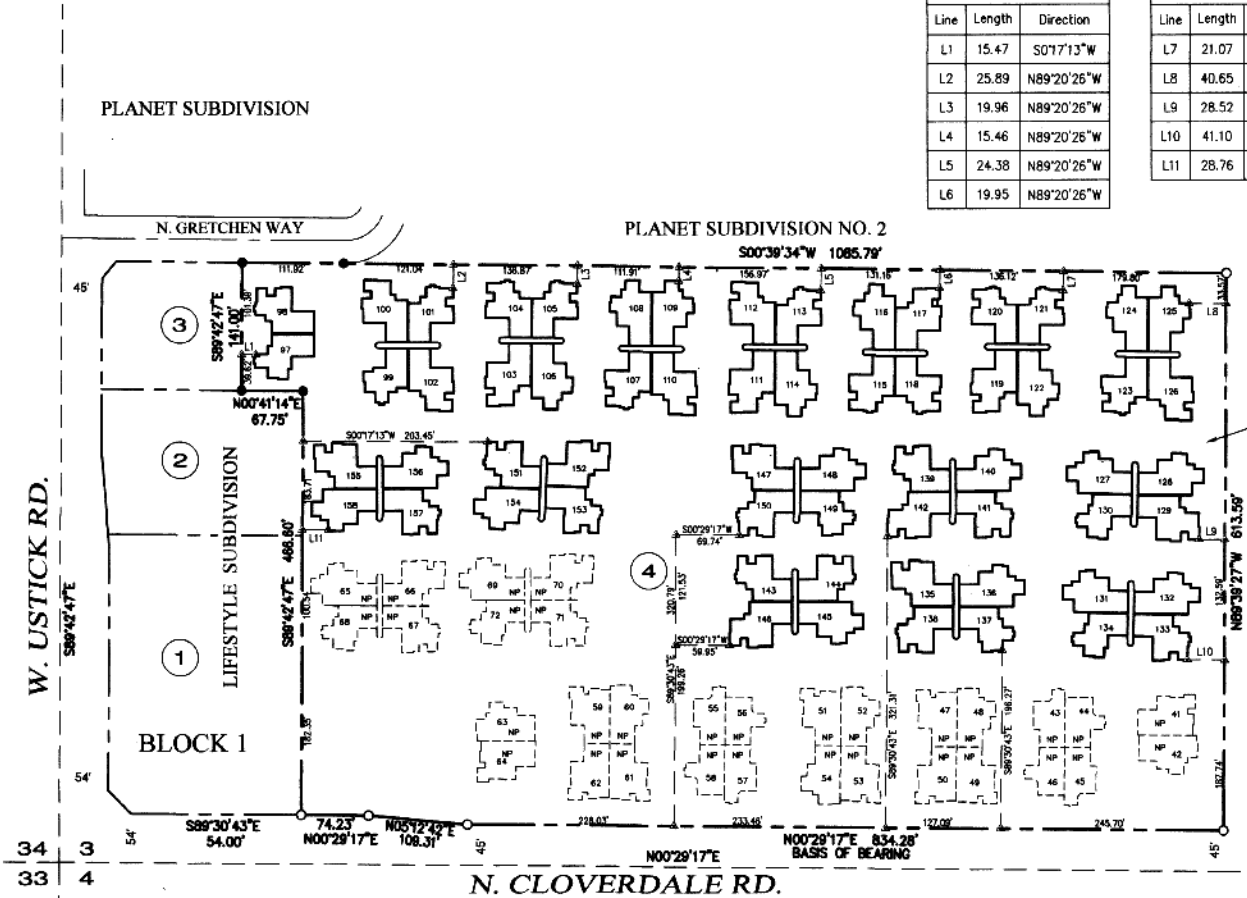
- FOR INFORMATION CONCERNING THE USES, RESPONSIBILITIES, MAINTENANCE AND RELATIONSHIPS OF THE UNIT AND COMMON AREA, LIMITED COMMON AREA AND COMMON/CROSS ACCESS, INGRESS-EGRESS AND PARKING EASEMENTS, SEE THE CONDOMINIUM DECLARATION AS FILED FOR RECORD AT THE ADA COUNTY RECORDER'S OFFICE PER INSTRUMENT NO. 107128890, ADDENDUM NO. 1 TO THE CONDOMINIUM DECLARATIONS PER INSTRUMENT NO. 108129387, ADDENDUM NO. 2 TO THE CONDOMINIUM DECLARATIONS PER INSTRUMENT NO. 109052174, ADDENDUM NO. 3 TO THE CONDOMINIUM DECLARATIONS PER INSTRUMENT NO. 110043289, ADDENDUM NO. 4 TO THE CONDOMINIUM DECLARATIONS PER INSTRUMENT NO. 111030568, ADDENDUM NO. 5 TO THE CONDOMINIUM DECLARATIONS PER INSTRUMENT NO. 113024594, AND ADDENDUM NO. 6 TO THE CONDOMINIUM DECLARATIONS PER INSTRUMENT NO. 113085438.
- BUILDING SURVEY TIES AS SHOWN ARE TO INTERIOR CORNERS OF THE UNITS.
- ALL UNIT ANGLES ARE 90° UNLESS SPECIFIED OTHERWISE.

Amendment Note

THIS AMENDMENT TO LIFESTYLE CONDOMINIUMS AMENDMENT NO. 2 IS BEING MADE TO ADD AN OWNERS NAME AND SIGNATURE TO THE CERTIFICATE OF OWNERS STATEMENT ON SHEET 34 OF 34. SAID OWNER WAS INADVERTENTLY OMITTED AT THE TIME OF RECORDING. ORIGINAL RECORDING WAS INSTRUMENT NUMBER 13079127, BOOK 105 OF PLATS, PAGES 14342 - 14395.

Legend

- ▲ CALCULATED POINT, NOTHING FOUND OR SET
- FOUND 5/8" REBAR, PLS 5617 OR AS SHOWN
- FOUND 5/8" REBAR, PLS 12459
- BOUNDARY LINE
- - - EXISTING LOT LINE
- EXISTING LINE
- EXISTING STREET CENTERLINE
- ① LIFESTYLE SUBDIVISION LOT NUMBER
- NP UNIT NUMBER
- NOT A PART



N. CLOVERDALE RD.

W. USTICK RD.

LOT 4, BLOCK 1,
LIFESTYLE SUBDIVISION,
BOOK 99 OF PLATS,
PAGE 12615

UNPLATTED

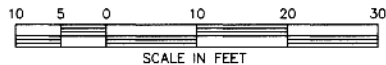
Owner
FF Cloverdale Residential, LLC



THE LAND GROUP, INC.
462 East Shore Drive, Suite 100
Boise, Idaho 83615
Phone (208) 939-4041
Fax (208) 939-4445
www.thelandgroupinc.com

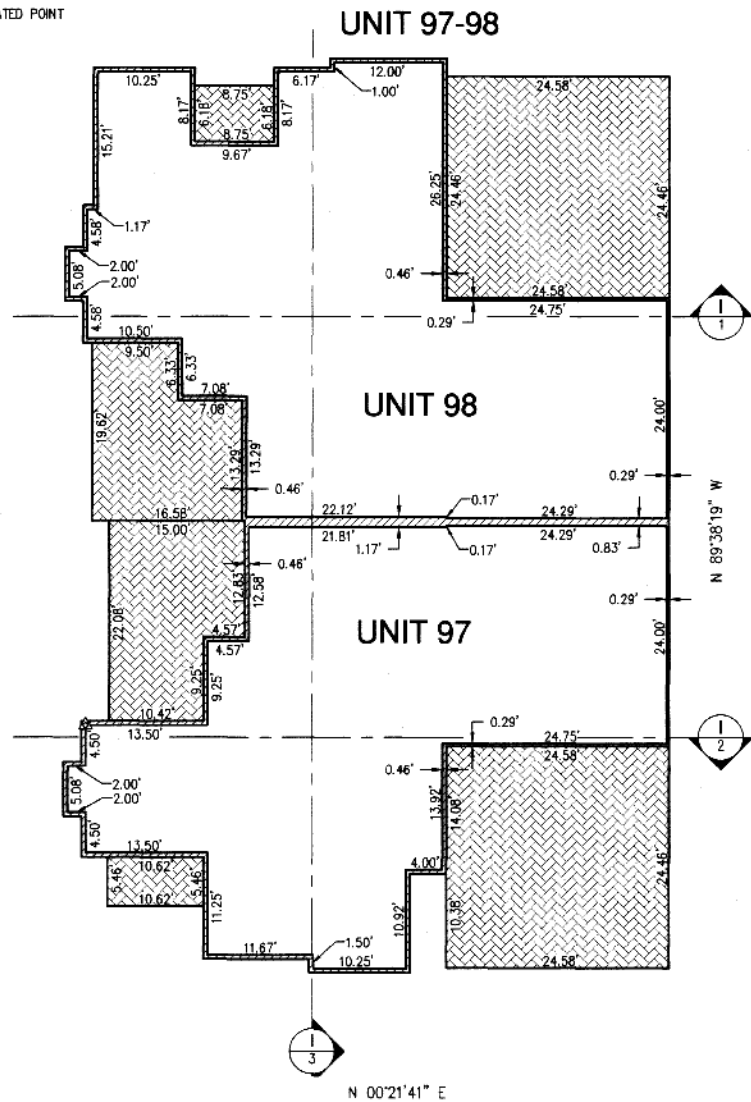
AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

2013



Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT



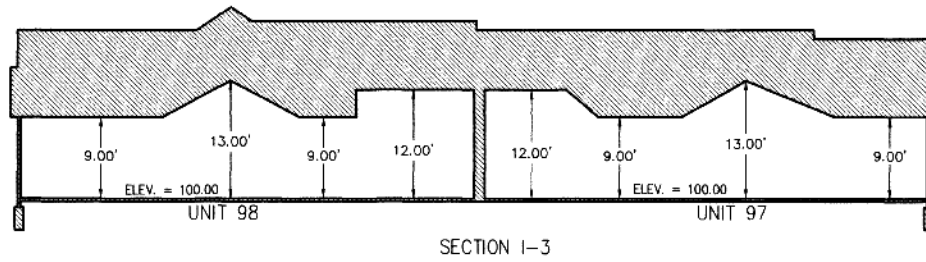
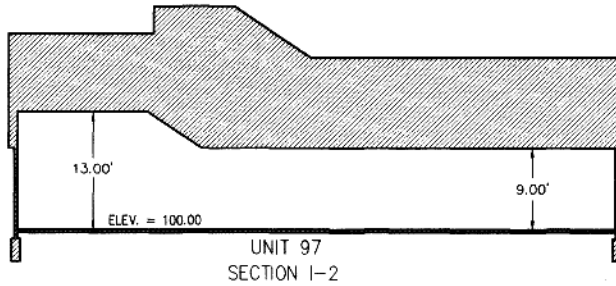
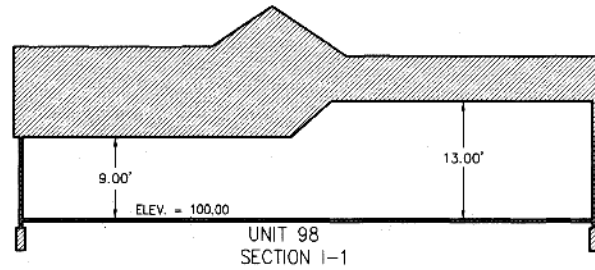
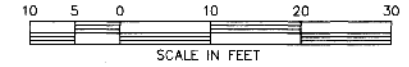
Owner
FF Cloverdale Residential, LLC

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 Fax (208) 939-4445
 www.thelandgroupinc.com

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

-  UNIT 1
-  UNIT NUMBER
-  COMMON AREA

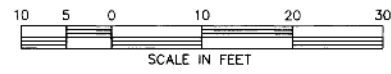
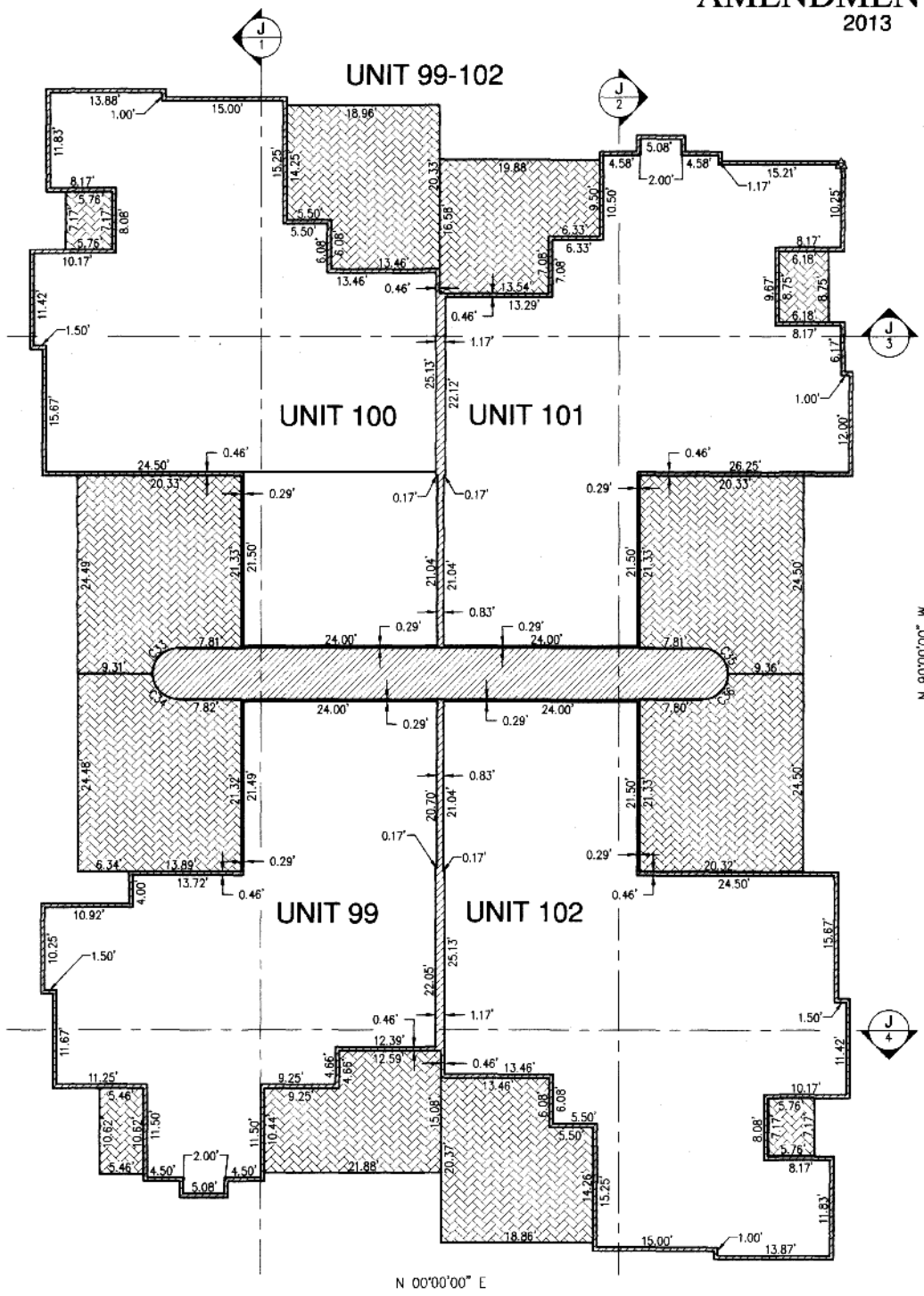


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Logan, Idaho 83616
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AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

2013



Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C33	3.17'	4.97'	4.48'	S44°59'42"E	90°00'00"
C34	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C35	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C36	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"

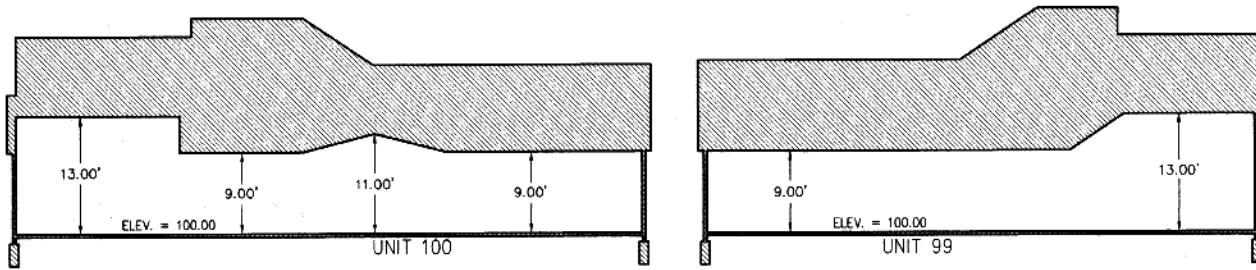
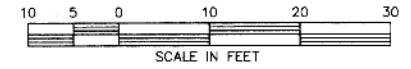


Owner
FF Cloverdale Residential, LLC

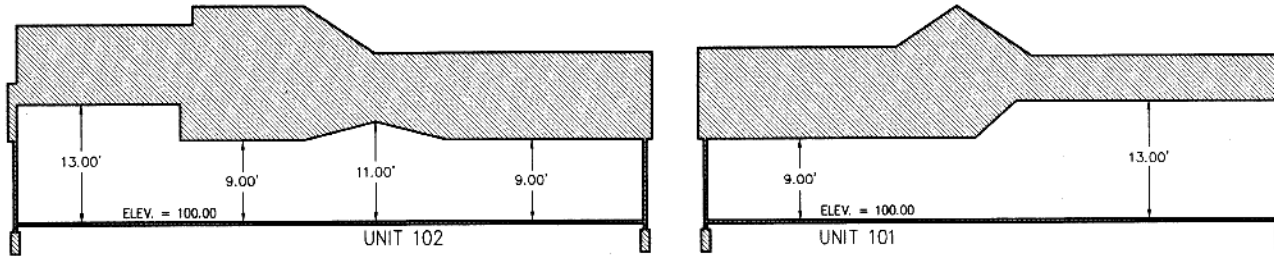
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462 East Shore Drive, Suite 100
Engle, Idaho 83616
Phone (208) 939-4041
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AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

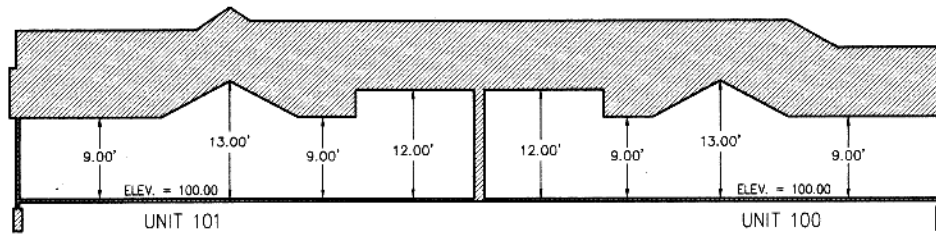
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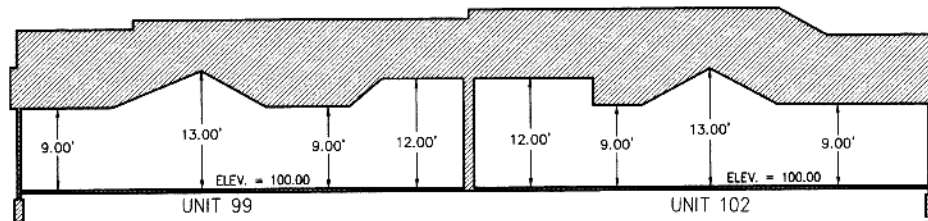
SECTION J-1



SECTION J-2



SECTION J-3



SECTION J-4



Owner
FF Cloverdale Residential, LLC

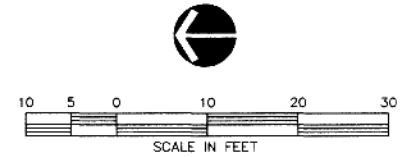
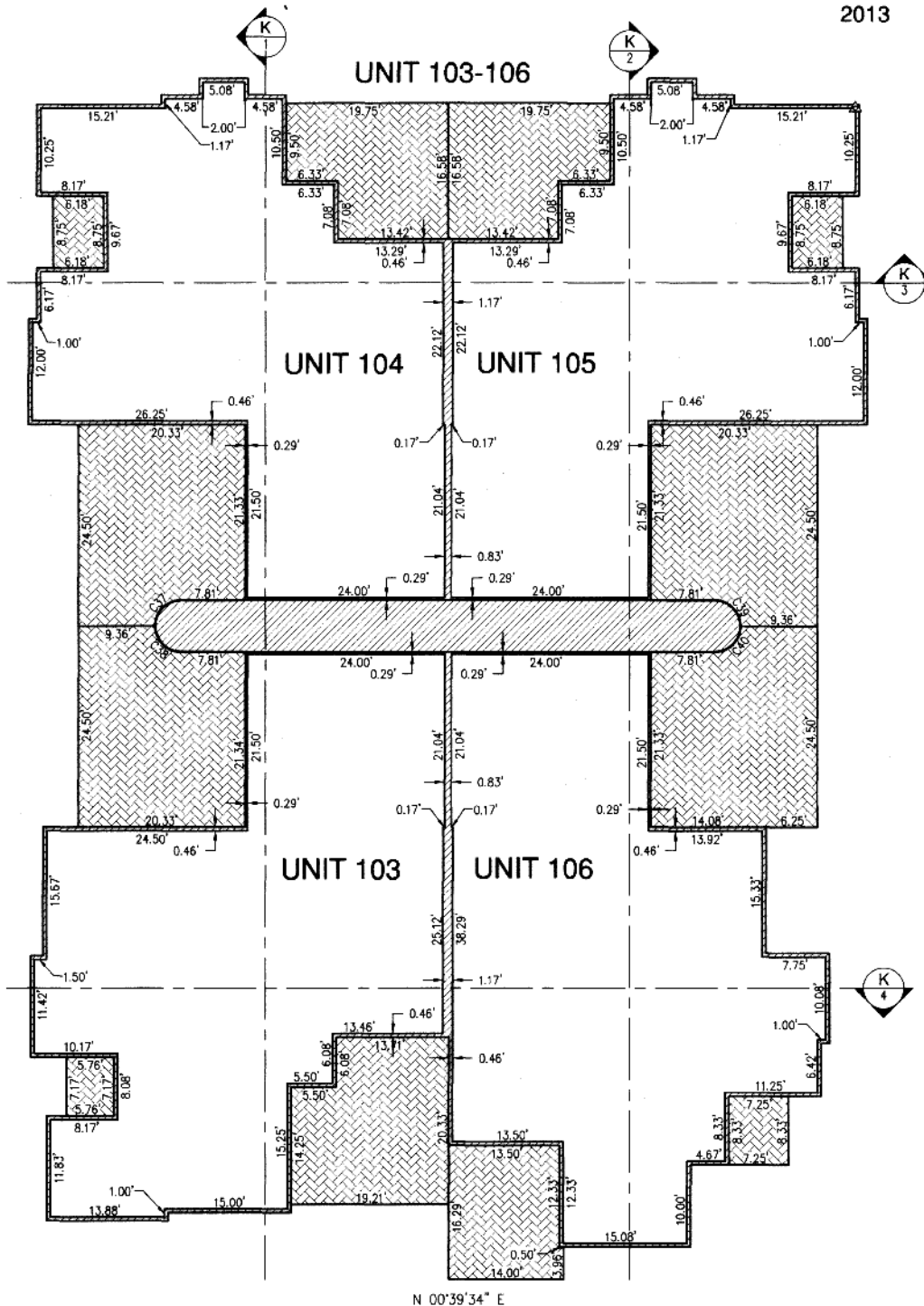


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Eagle, Idaho 83616
Phone (208) 939-4041
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AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

2013

BK 105 PG 144/149



Legend

- UNIT 1 UNIT NUMBER
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C37	3.17'	4.97'	4.48'	S44°59'42"E	90°00'00"
C38	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C39	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C40	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"

N 89°20'26" W






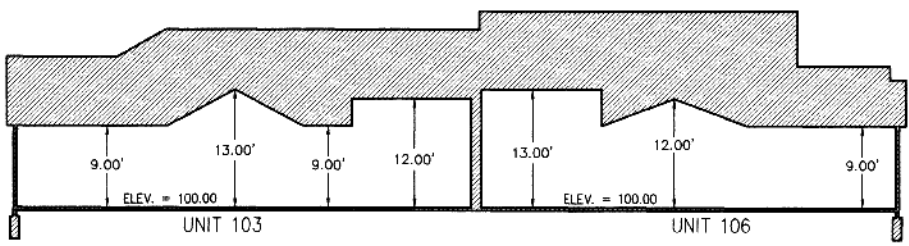
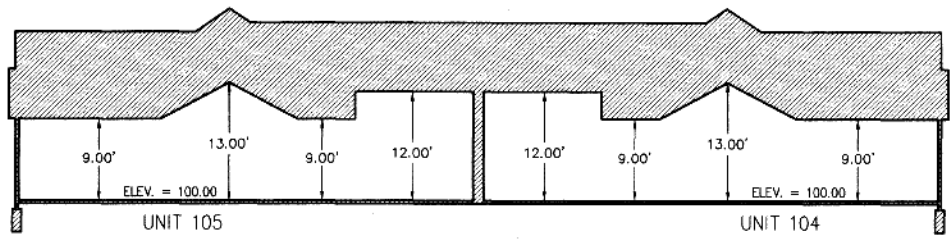
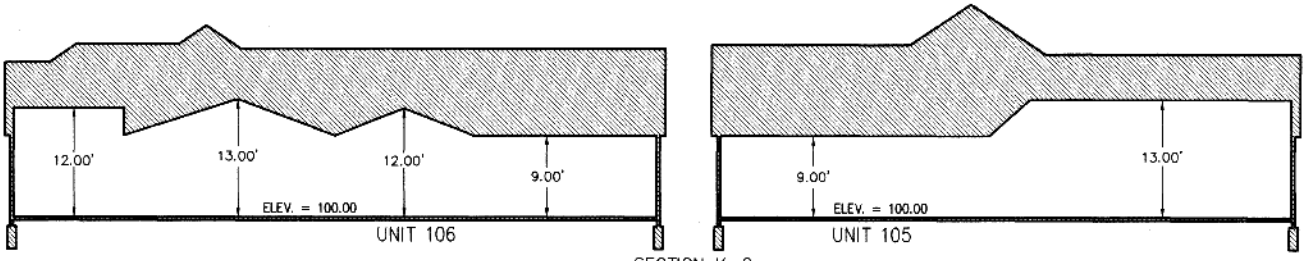
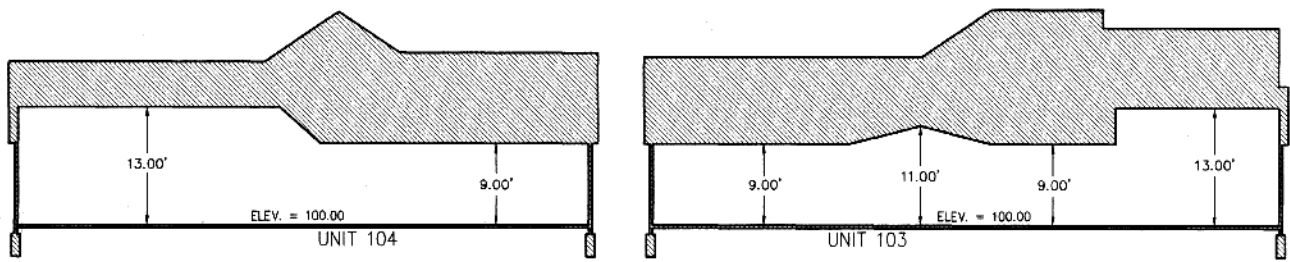
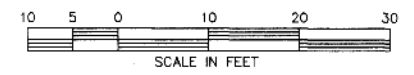
Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
462 East Shore Drive, Suite 100
Eagle, Idaho 83616
Phone (208) 939-4041
Fax (208) 939-4445
www.thelandgroupinc.com

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

-  UNIT 1
-  UNIT NUMBER
-  COMMON AREA



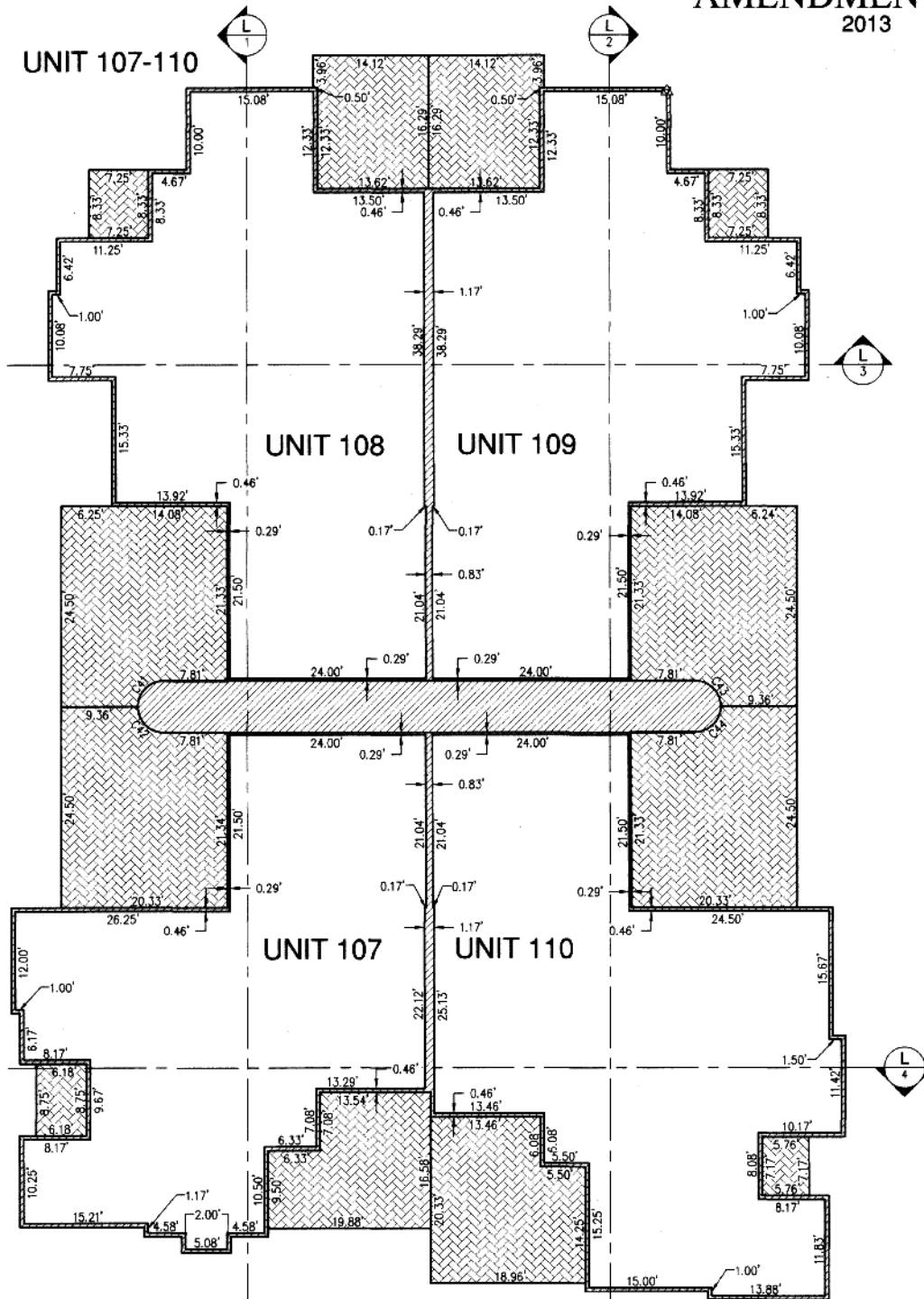
Owner
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AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

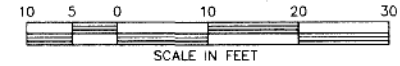
2013

UNIT 107-110



N 00°39'34" E

N 89°20'26" W



Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C41	3.17'	4.97'	4.48'	S44°59'42"E	90°00'00"
C42	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C43	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C44	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"



Owner
FF Cloverdale Residential, LLC

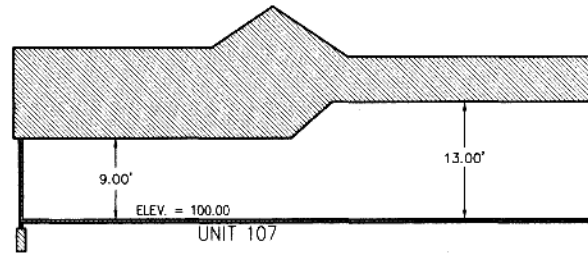
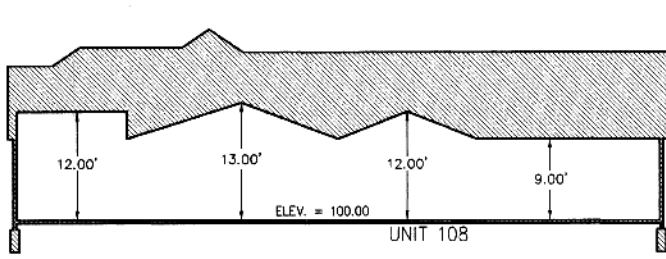
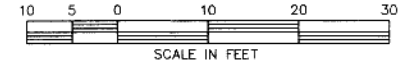
THE LAND GROUP, INC.
482 East Shore Drive, Suite 100
Eagle, Idaho 83616
Phone (208) 539-4041
Fax (208) 939-4445
www.thelandgroupinc.com

BK 105 PG 14472

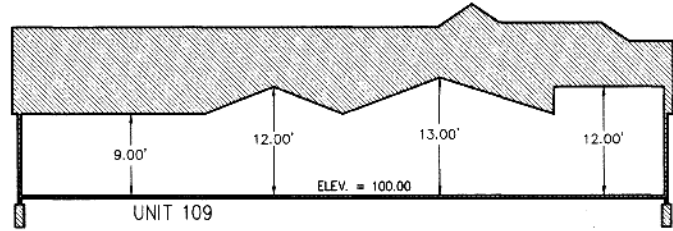
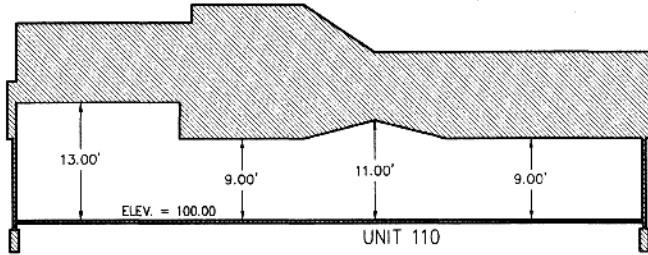
AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

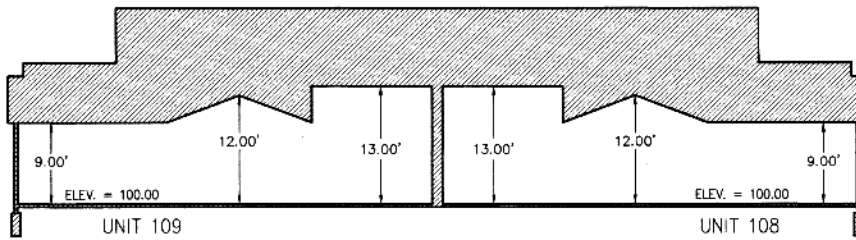
	UNIT 1	UNIT NUMBER
		COMMON AREA



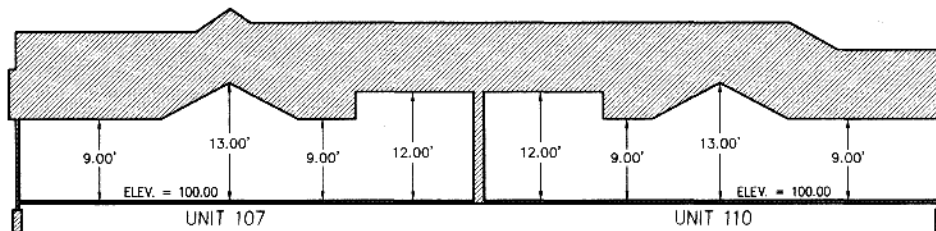
SECTION L-1



SECTION L-2



SECTION L-3



SECTION L-4



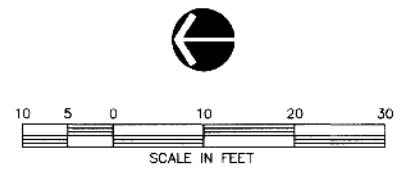
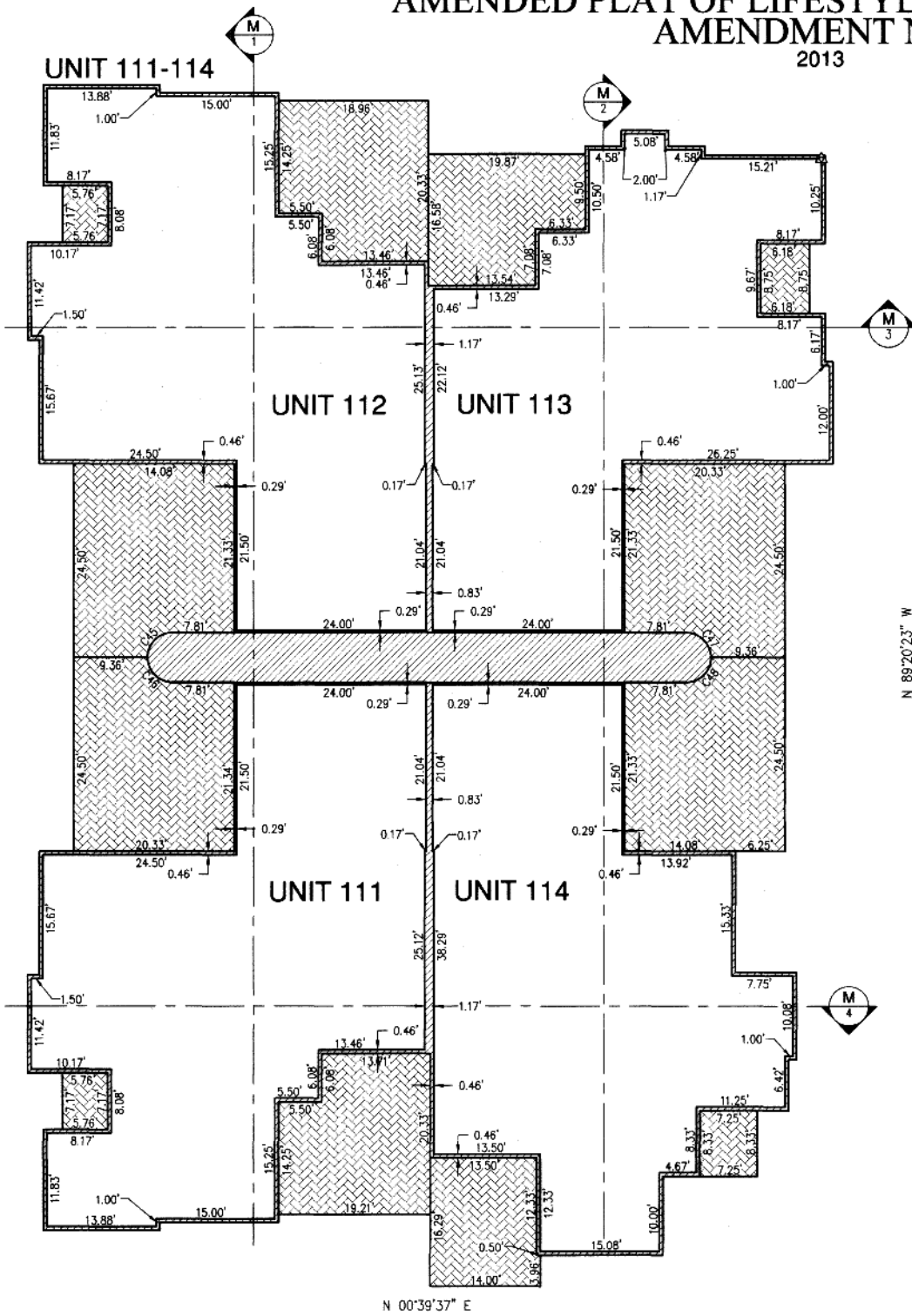
Owner
FF Cloverdale Residential, LLC



THE LAND GROUP, INC.
462 East Shore Drive, Suite 100
Engle, Idaho 83815
Phone (208) 939-4041
Fax (208) 939-4445
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AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

2013



Legend

UNIT 1
 UNIT NUMBER
 COMMON AREA
 LIMITED COMMON AREA
 CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C45	3.17'	4.97'	4.48'	S44°59'42"E	90°00'00"
C46	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C47	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C48	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"



Owner:
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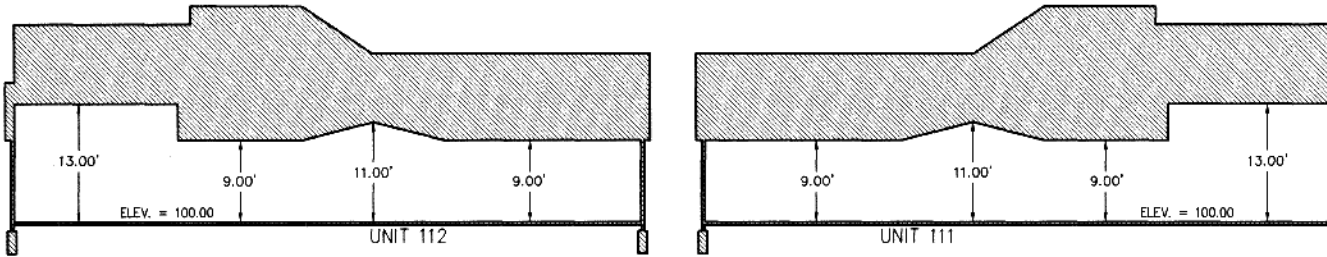
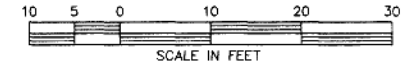
34-105 76-44-21

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

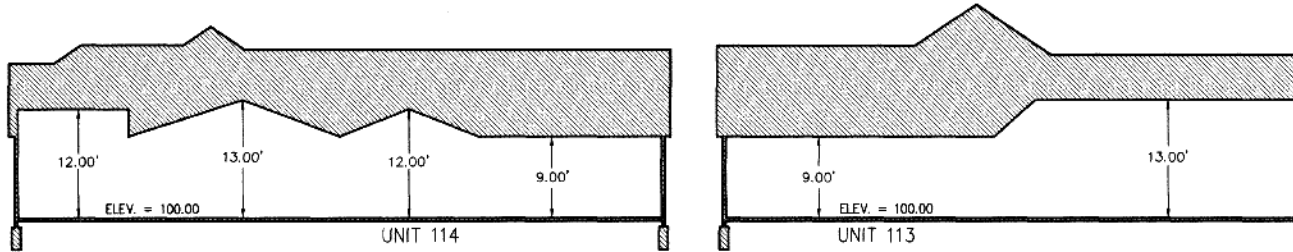
2013

Legend

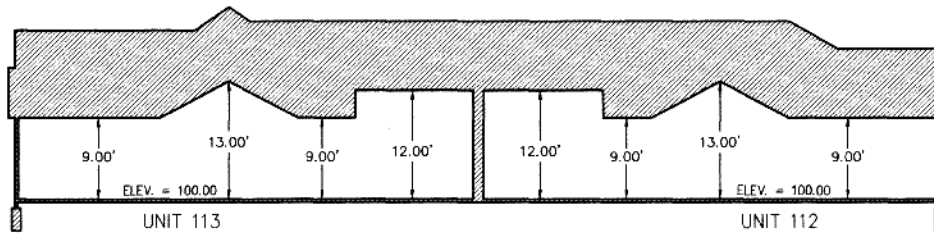
	UNIT NUMBER
	COMMON AREA



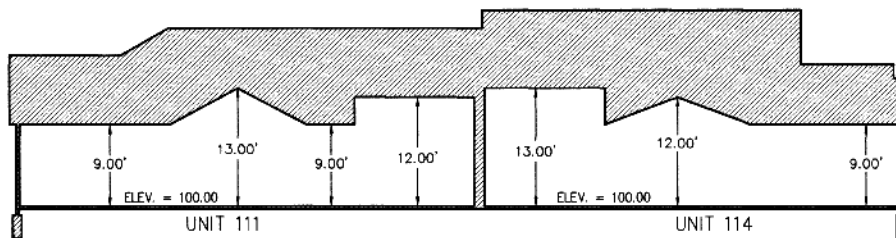
SECTION M-1



SECTION M-2



SECTION M-3



SECTION M-4



Owner
FF Cloverdale Residential, LLC

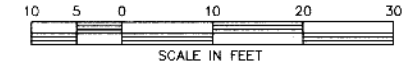
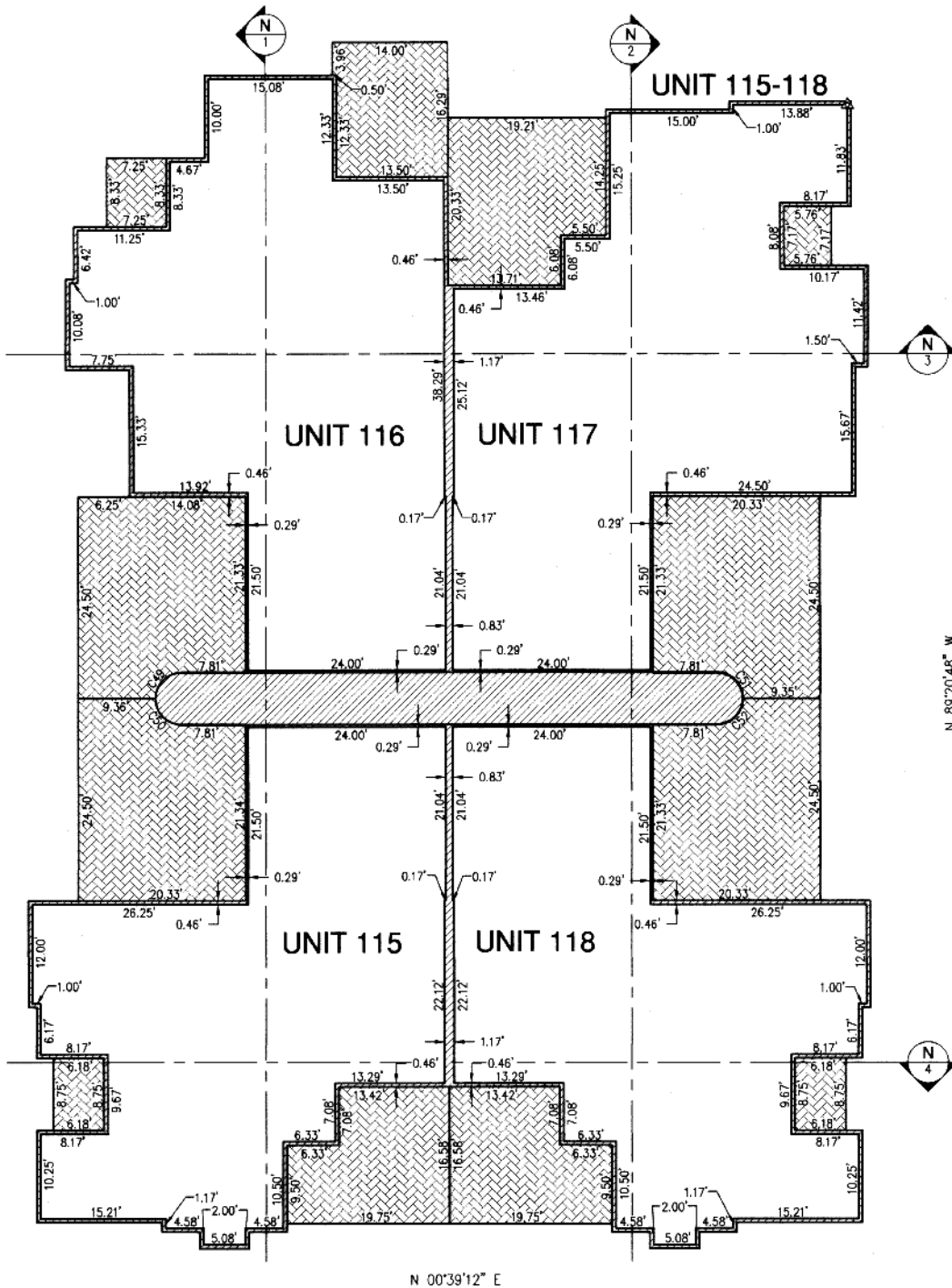


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PK 105 PG 144 75

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

2013



Legend

- UNIT 1
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C49	3.17'	4.97'	4.48'	S44°59'42"E	90°00'00"
C50	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C51	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C52	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"

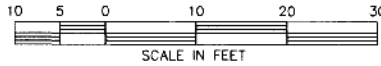
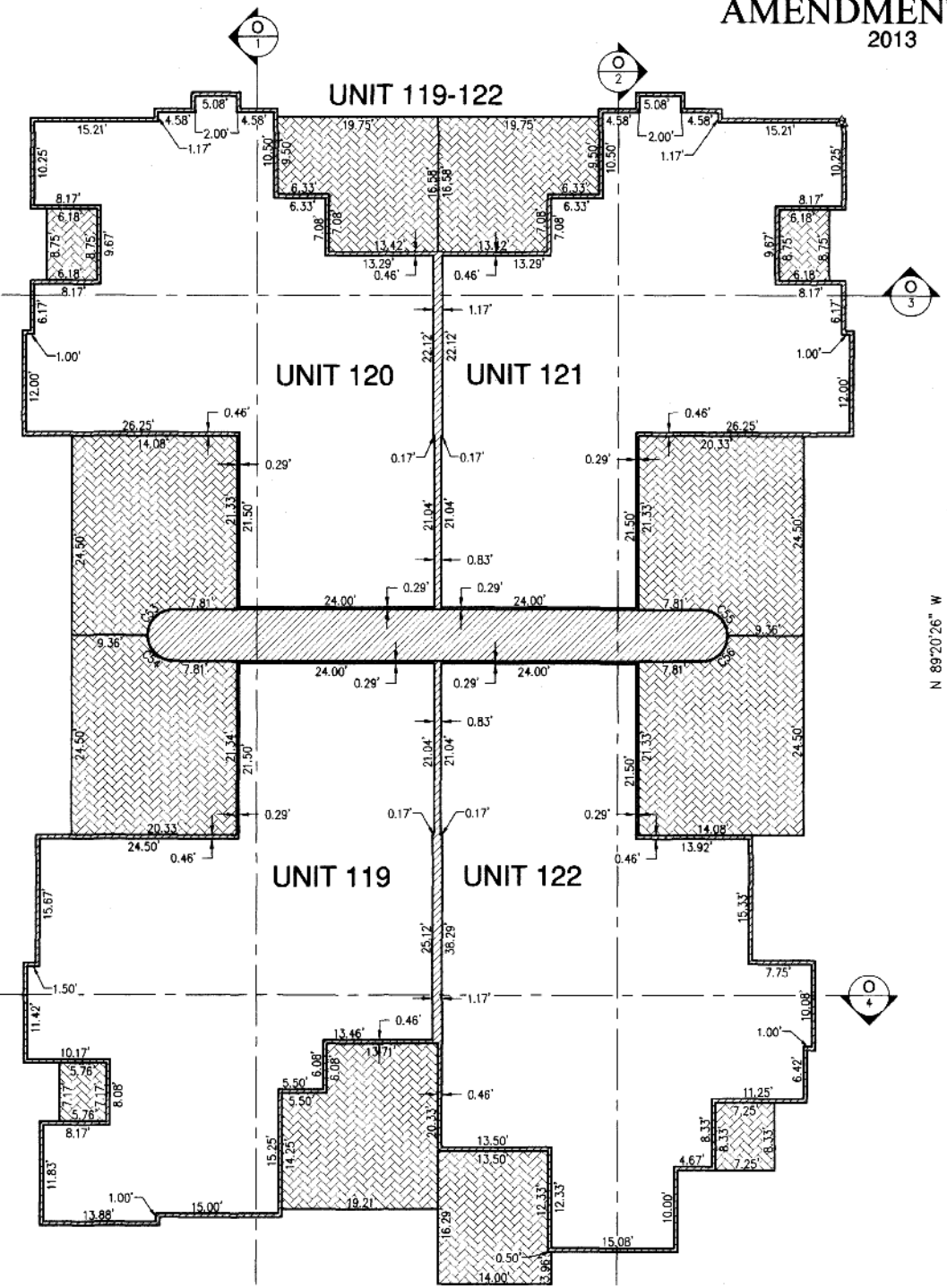


Owner
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AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

2013



Legend

- UNIT 1 UNIT NUMBER
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C53	3.17'	4.97'	4.48'	S44°59'42"E	90°00'00"
C54	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C55	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C56	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"



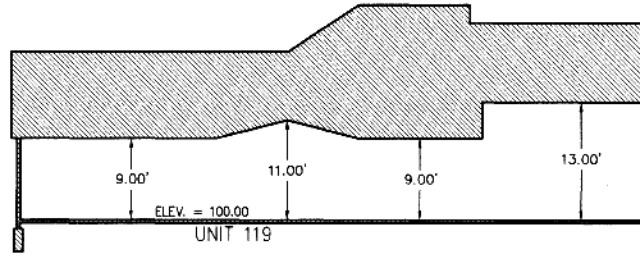
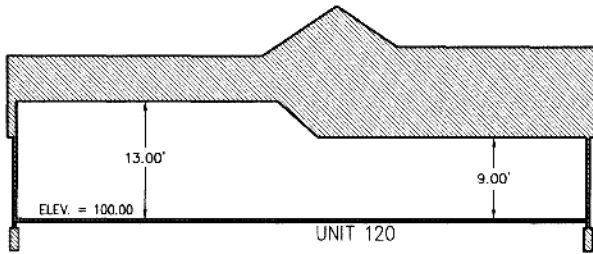
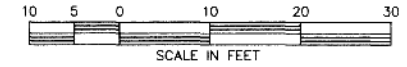
Owner
FF Cloverdale Residential, LLC

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Eagle, Idaho 83616
Phone (208) 939-4041
Fax (208) 939-4448
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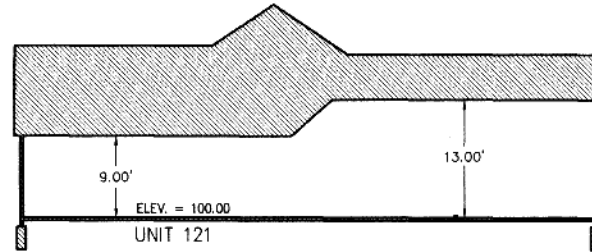
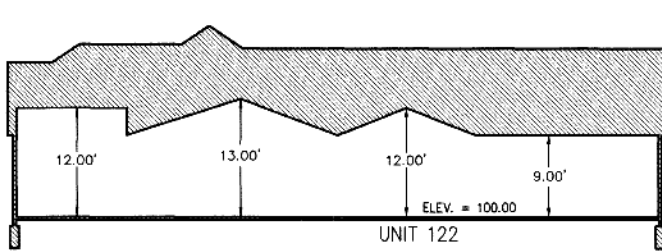
AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

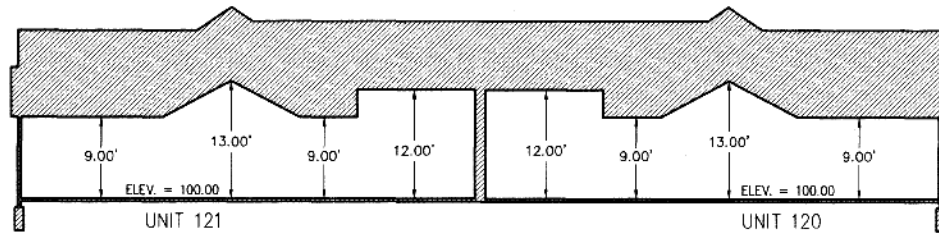
-  UNIT 1
-  UNIT NUMBER
-  COMMON AREA



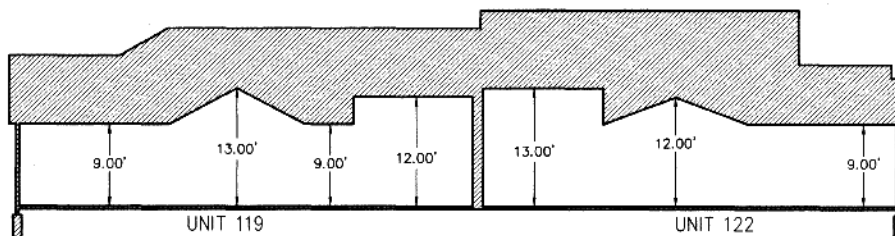
SECTION 0-1



SECTION 0-2



SECTION 0-3



SECTION 0-4

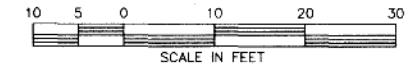
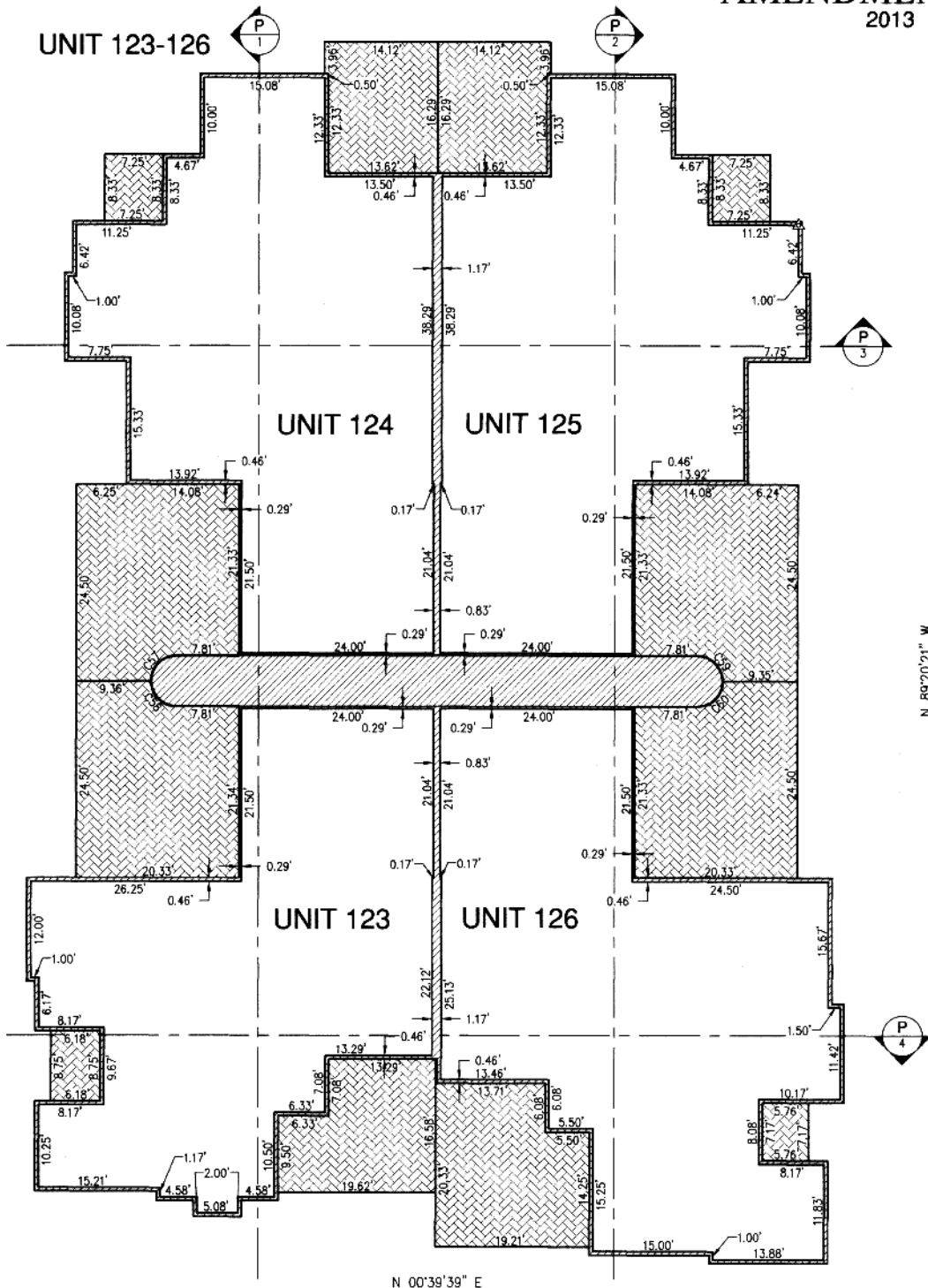


Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
462 East Shore Drive, Suite 100
Eagle, Idaho 83616
Phone (208) 939-4041
Fax (208) 939-4445
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AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

2013



Legend

- UNIT 1
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C57	3.17'	4.97'	4.48'	S44°59'42"E	90°00'00"
C58	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C59	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C60	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"

N 89°20'21" W

N 00°39'39" E

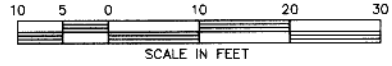


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 462 East Shore Drive, Suite 100
 Eagle, Idaho 83616
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AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

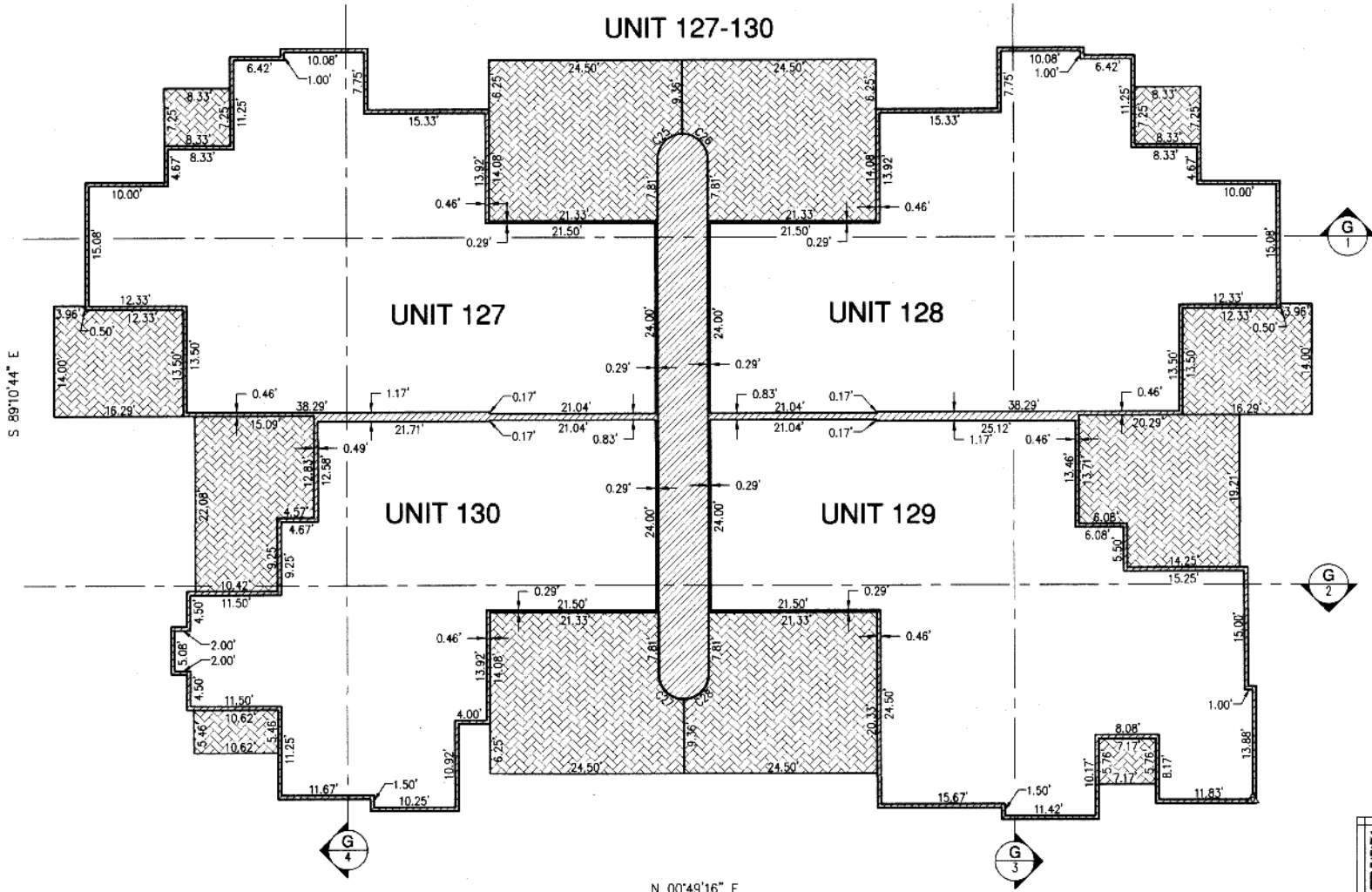
2013



Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C25	3.17'	4.97'	4.48'	S44°59'42"E	90°00'00"
C26	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C27	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C28	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"



S 89°10'44" E

N 00°49'16" E




Owner
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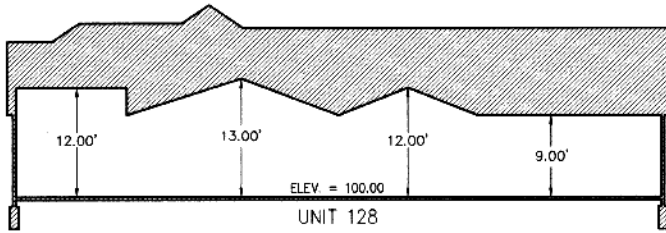
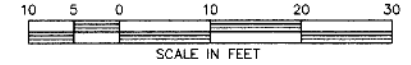
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Eagle, Idaho 83616
Phone (208) 939-4041
Fax (208) 939-4445
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PK 103 PG K44B2

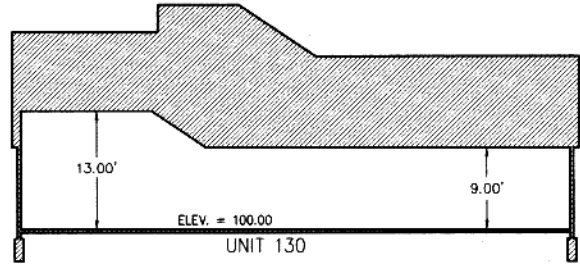
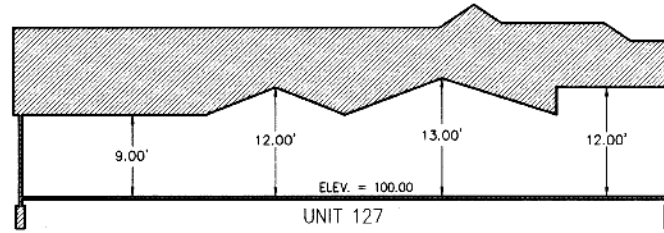
AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

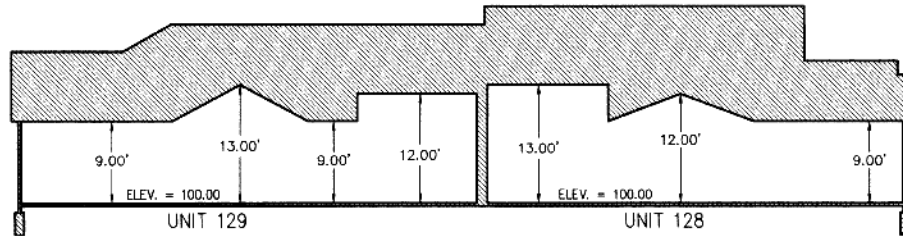
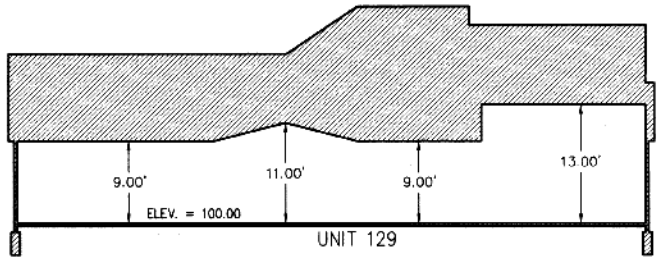
UNIT 1	UNIT NUMBER
	COMMON AREA



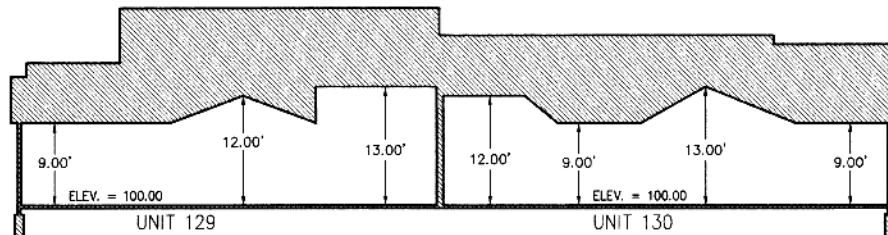
SECTION G-1



SECTION G-2



SECTION G-3



SECTION G-4

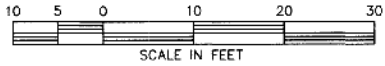


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462 East Shore Drive, Suite 100
Eagle, Idaho 83616
Phone (208) 939-4041
Fax (208) 939-4445
www.thelandgroupinc.com

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

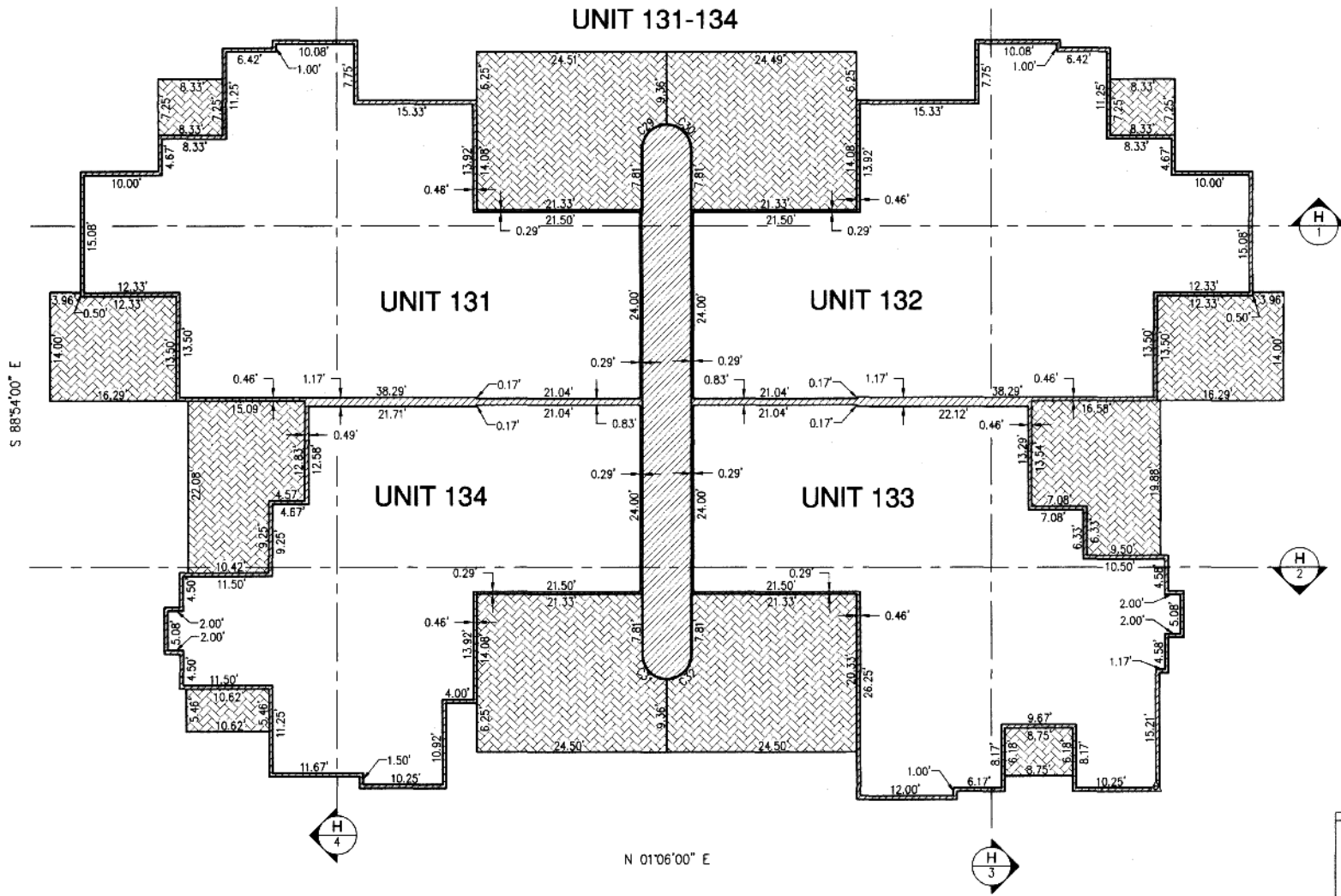
2013



Legend

- UNIT 1
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C29	3.17'	4.97'	4.48'	S44°59'42"E	90°00'00"
C30	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C31	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C32	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"



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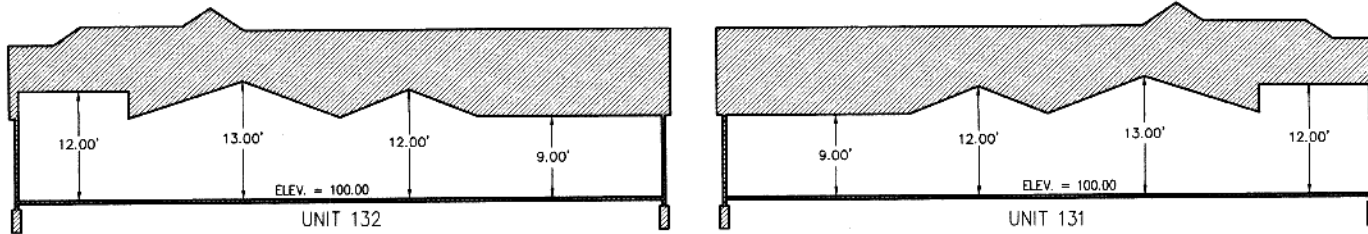
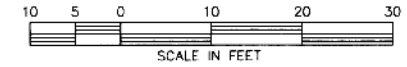
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N 01°06'00" E

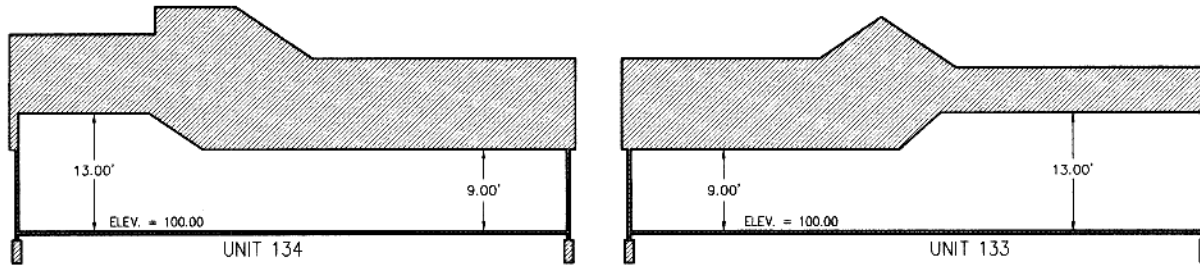
S 88°54'00" E

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

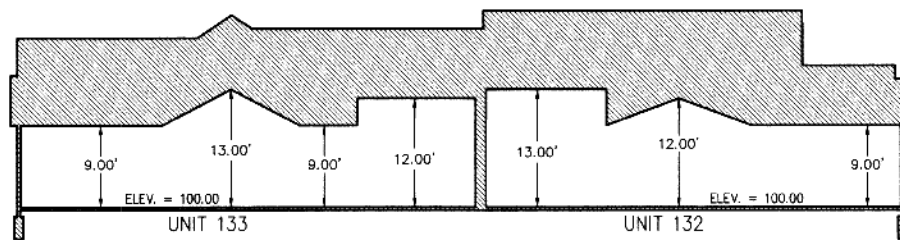
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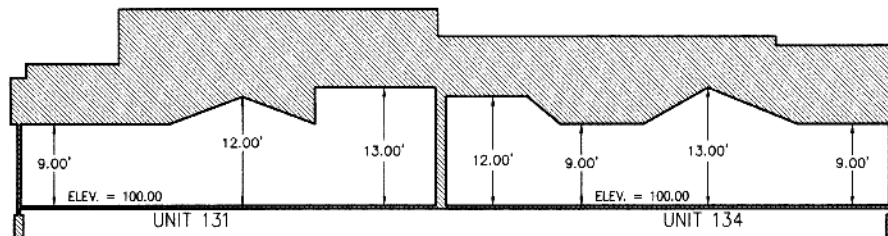
SECTION H-1



SECTION H-2



SECTION H-3



SECTION H-4

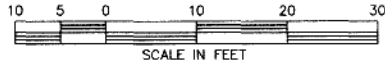


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THE LAND GROUP, INC.
 462 East Shore Drive, Suite 100
 Eagle, Idaho 83616
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AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

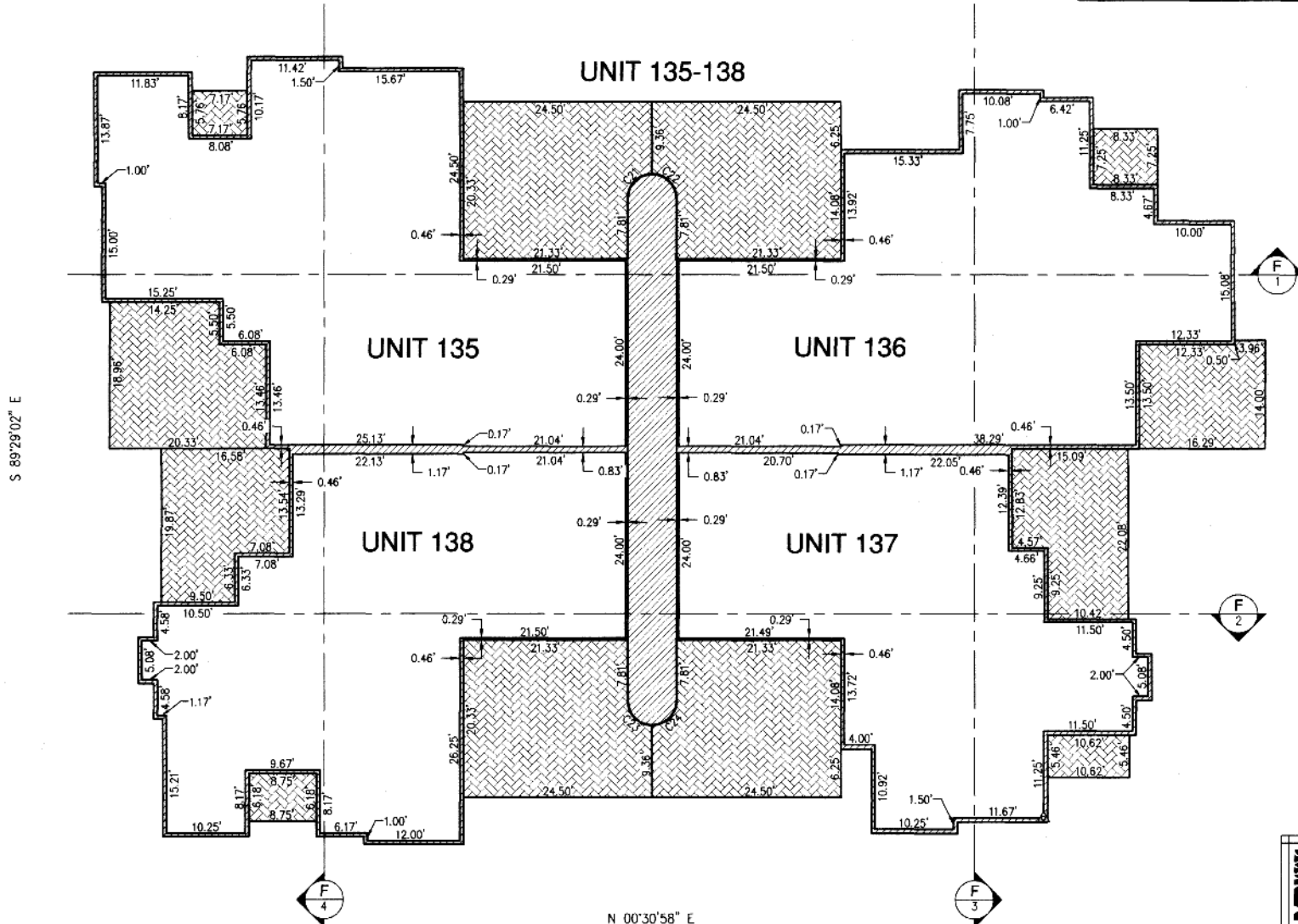
2013



Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C21	3.17'	4.97'	4.48'	S44°59'42"E	90°00'00"
C22	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C23	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C24	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"



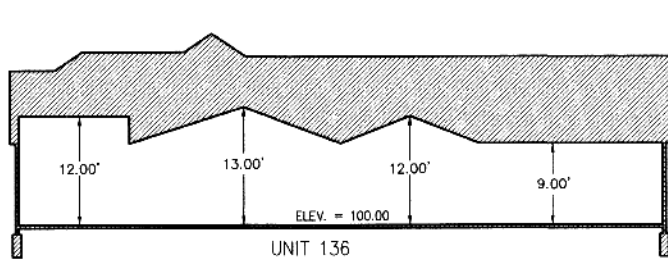
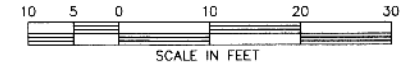
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 462 East Shore Drive, Suite 100
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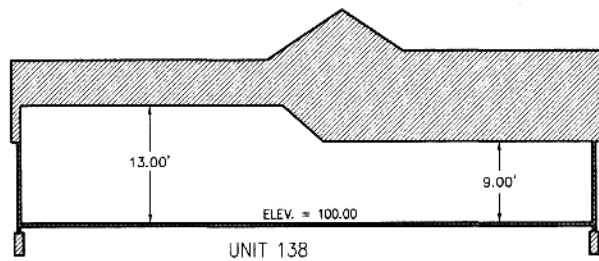
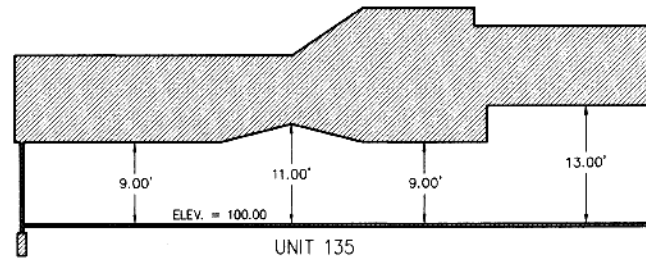
AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

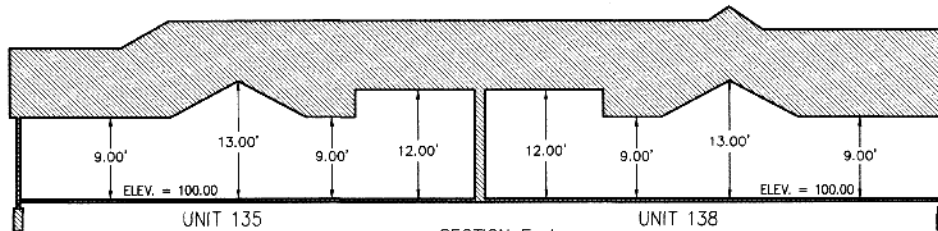
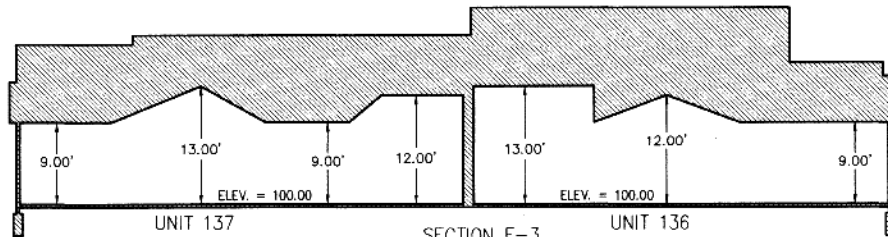
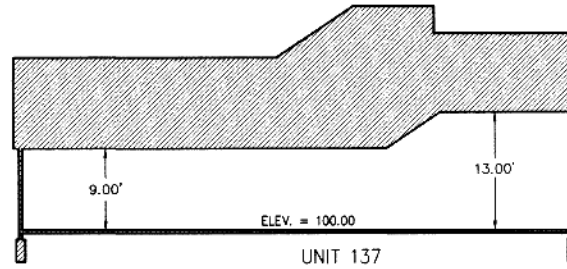
UNIT 1	UNIT NUMBER
	COMMON AREA



SECTION F-1



SECTION F-2



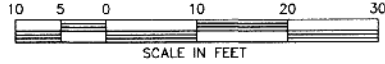
Owner
FF Cloverdale Residential, LLC

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462 East Shore Drive, Suite 100
Coeur d'Alene, Idaho 83815
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Fax (208) 939-4445
www.thelandgroupinc.com

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AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

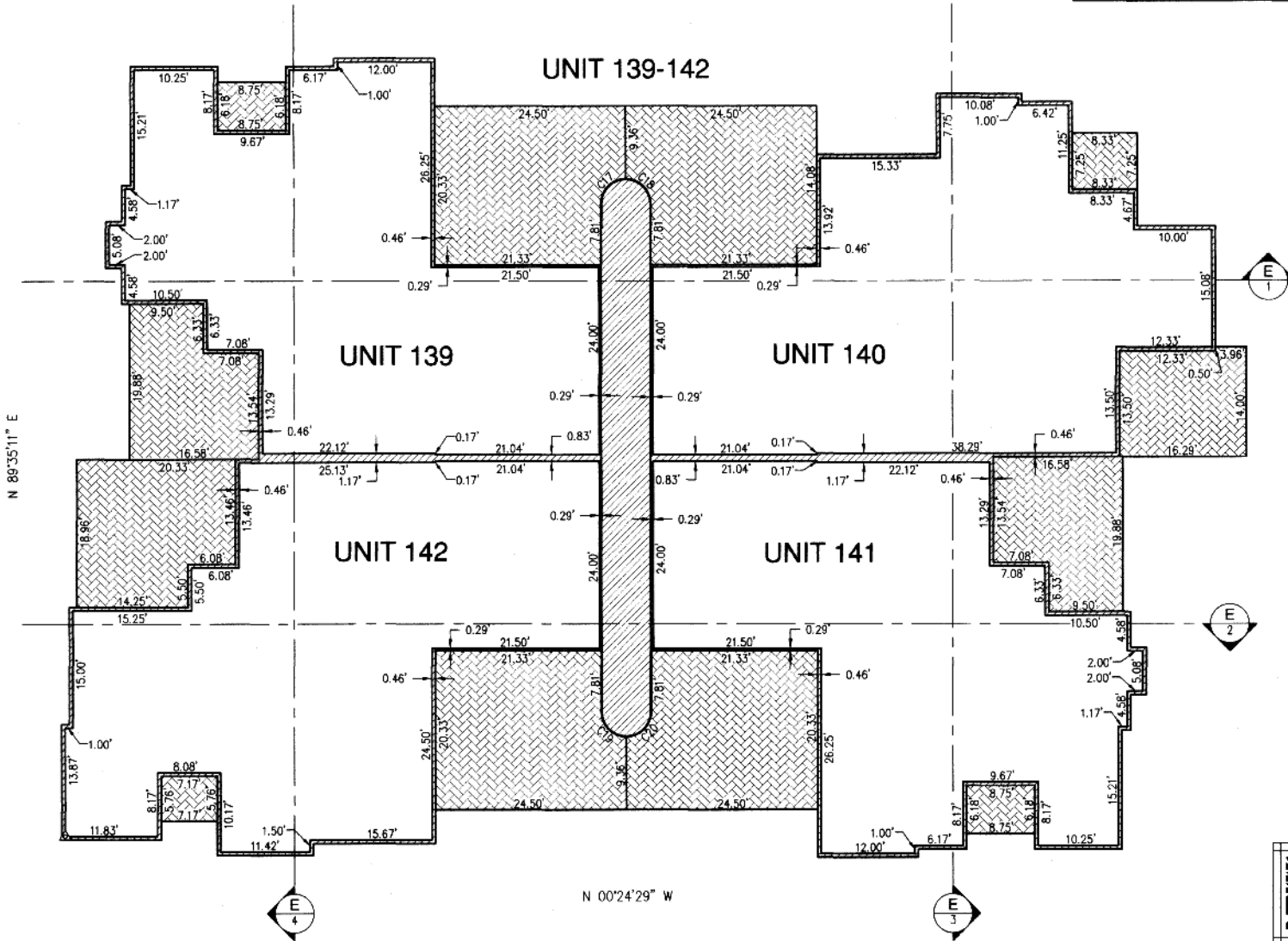
2013



Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C17	3.17'	4.97'	4.48'	S44°59'42"E	90°00'00"
C18	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C19	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C20	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"



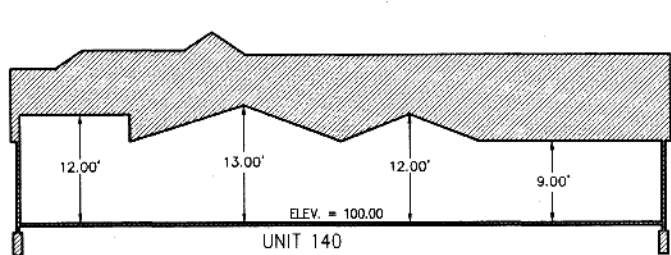
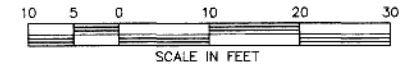
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 462 East Shore Drive, Suite 100
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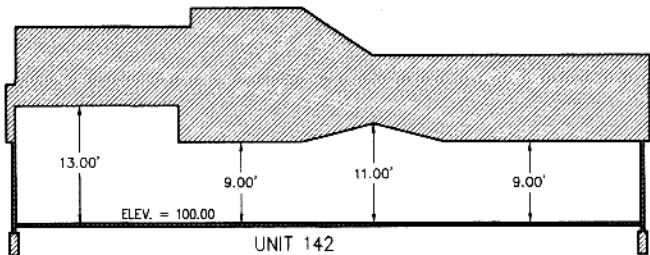
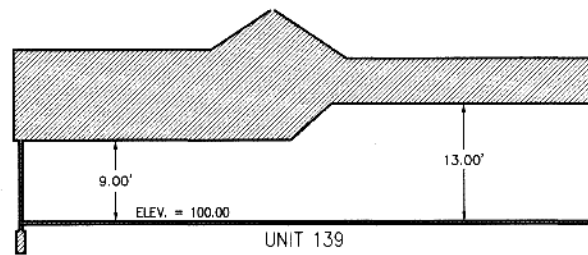
AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

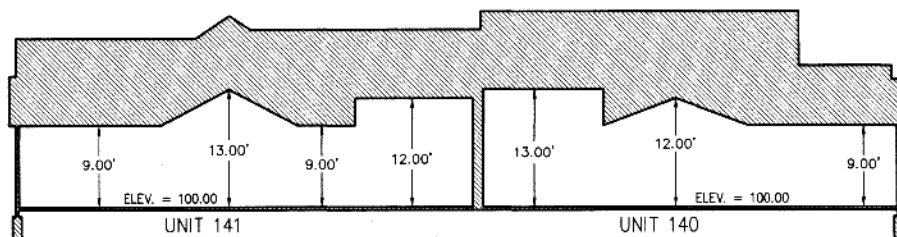
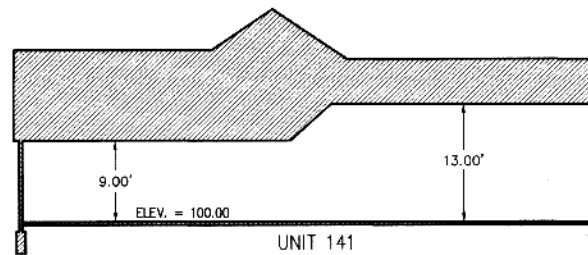
UNIT 1	UNIT NUMBER
	COMMON AREA



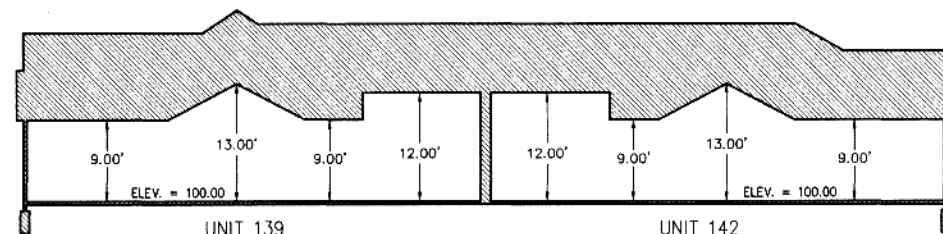
SECTION E-1



SECTION E-2



SECTION E-3



SECTION E-4



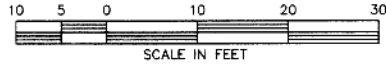
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 462 East Shore Drive, Suite 100
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BY INS PG 14489

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

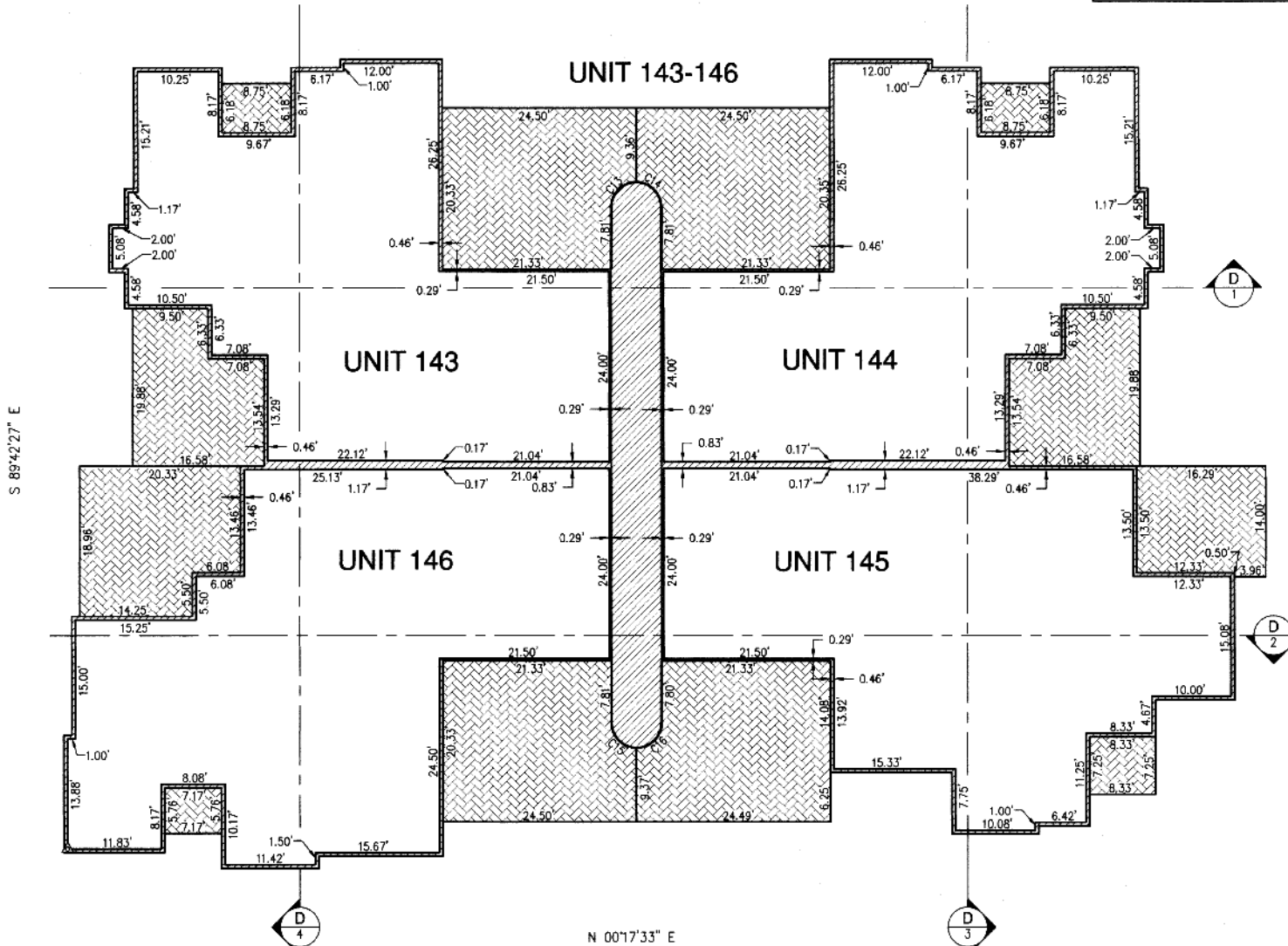
2013



Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C13	3.17'	4.97'	4.48'	S44°59'42"E	90°00'00"
C14	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C15	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C16	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"

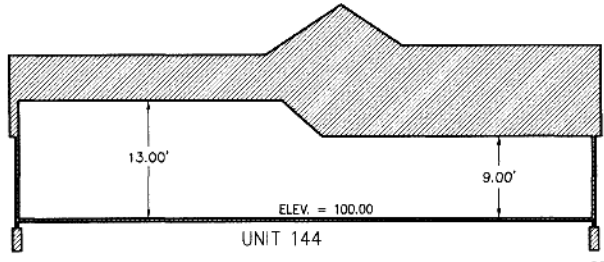
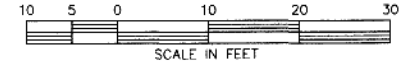
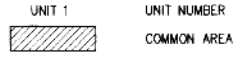


Owner
FF Cloverdale Residential, LLC

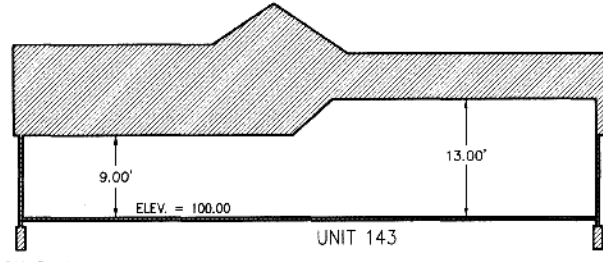
THE LAND GROUP, INC.
 402 East Shore Drive, Suite 100
 Eagle, Idaho 83615
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 www.thelandgroupinc.com

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

Legend

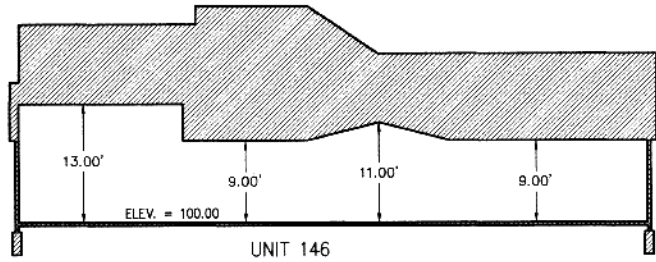


UNIT 144

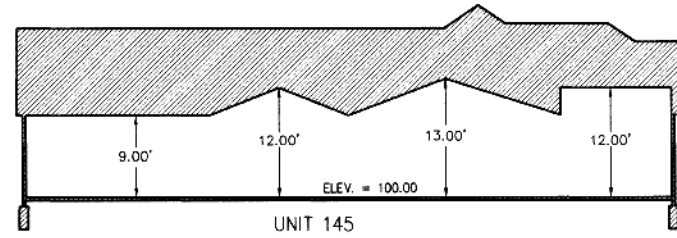


UNIT 143

SECTION D-1

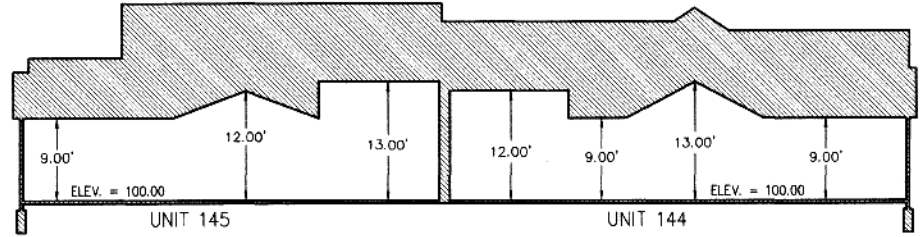


UNIT 146



UNIT 145

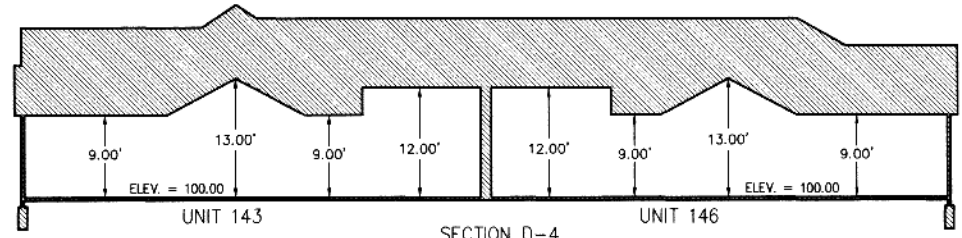
SECTION D-2



UNIT 145

UNIT 144

SECTION D-3



UNIT 143

UNIT 146

SECTION D-4



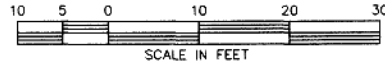
Owner
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 462 East Shore Drive, Suite 100
 Eagle, Idaho 83616
 Phone: (208) 939-4041
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EX 105 PG 14491

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

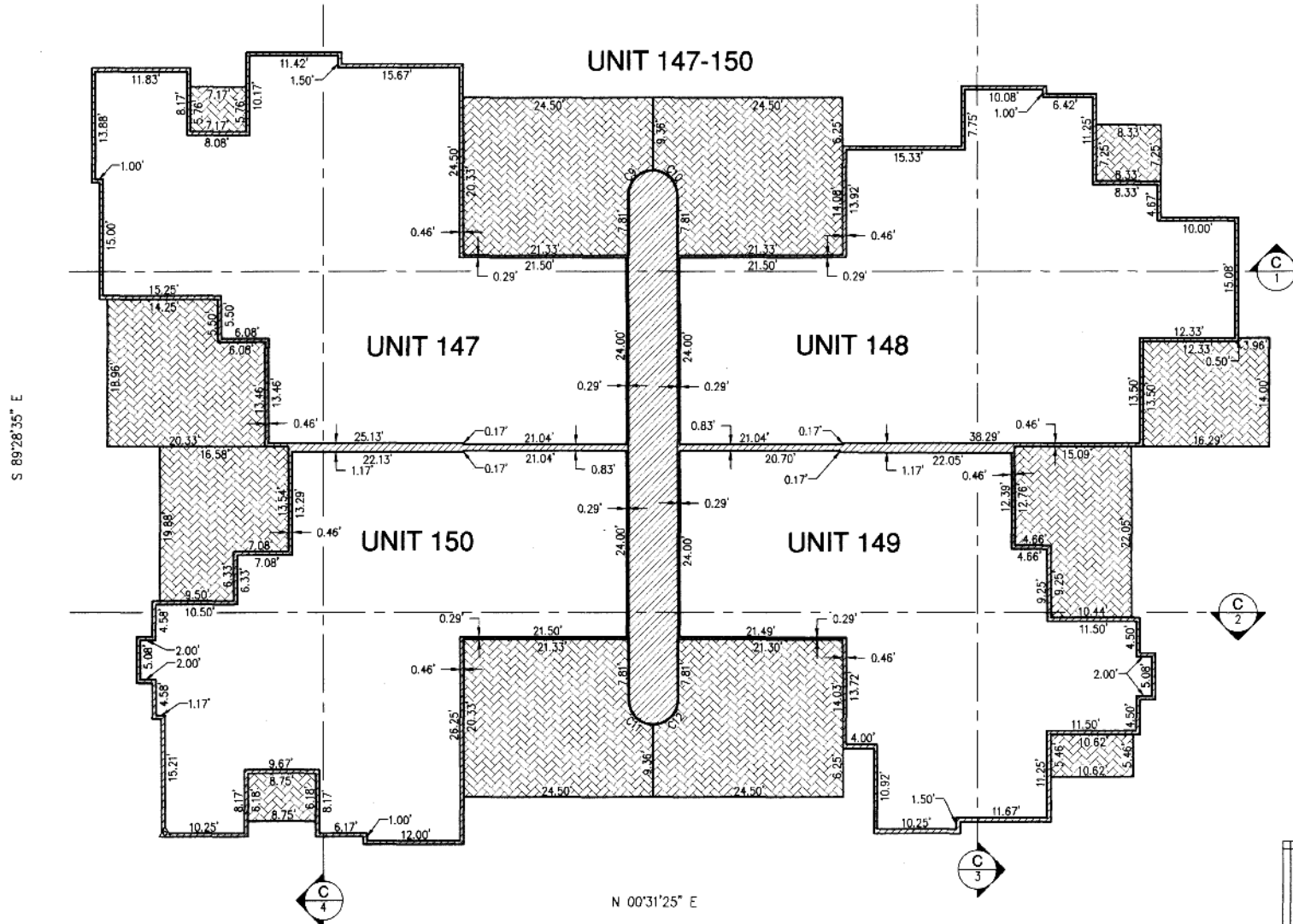
2013



Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C9	3.17'	4.97'	4.48'	S44°59'42"E	90°00'00"
C10	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C11	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C12	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"

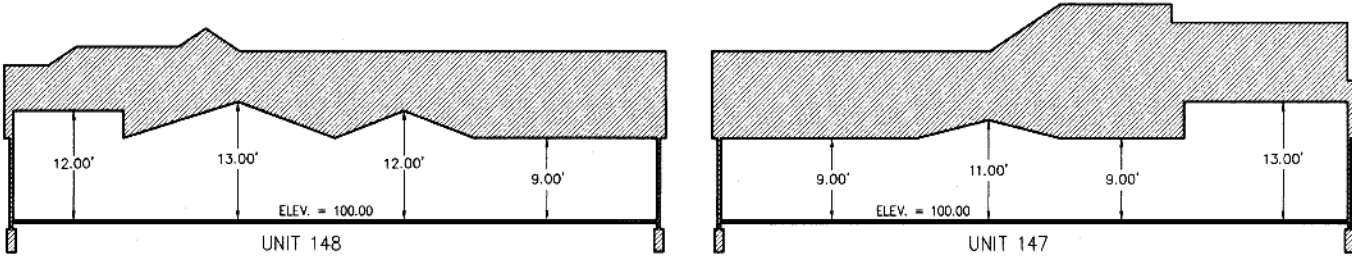
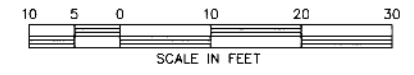
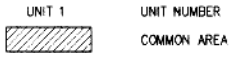


Owner
FF Cloverdale Residential, LLC

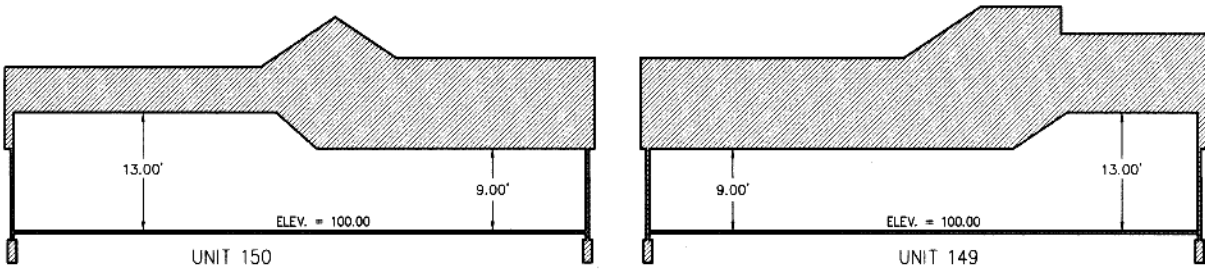
THE LAND GROUP, INC.
462 East Shore Drive, Suite 100
Engle, Idaho 83616
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Fax (208) 939-4445
www.thelandgroupinc.com

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

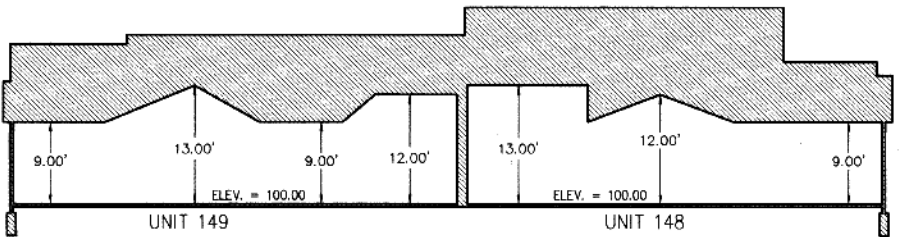
Legend



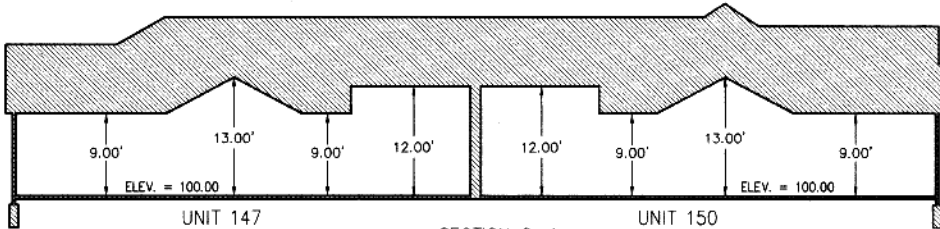
SECTION C-1



SECTION C-2



SECTION C-3



SECTION C-4

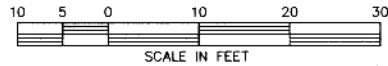


Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 462 East Shore Drive, Suite 100
 Eagle, Idaho 83616
 Phone (208) 939-4041
 Fax (208) 939-4445
 www.thelandgroupinc.com

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

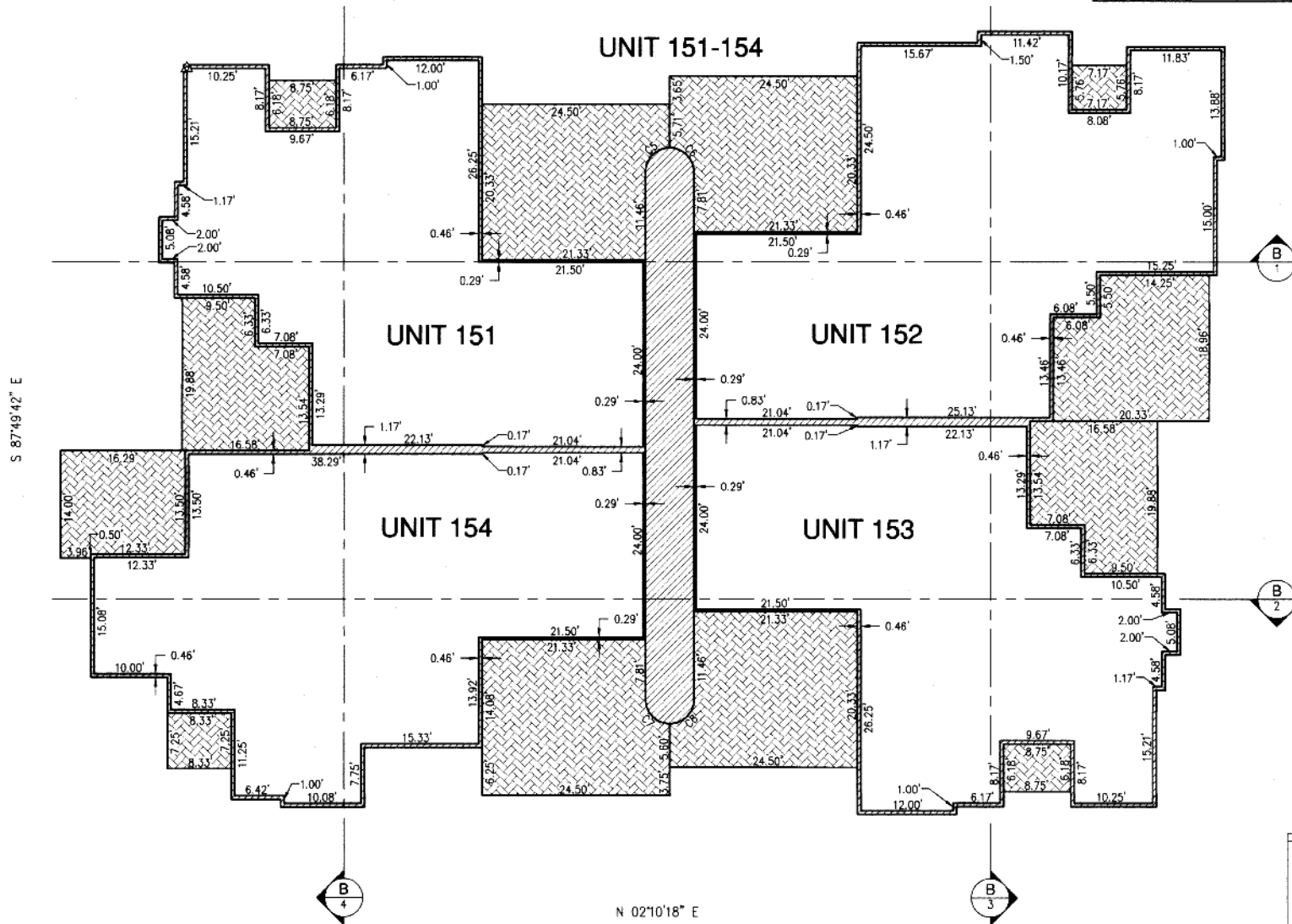
2013



Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C5	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"
C6	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C7	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C8	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"

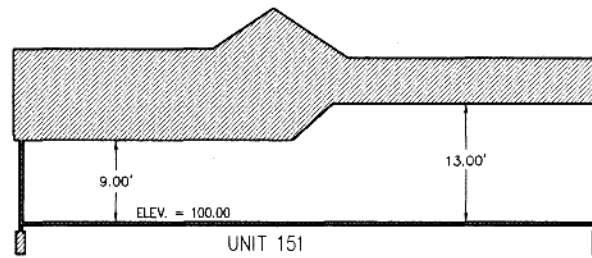
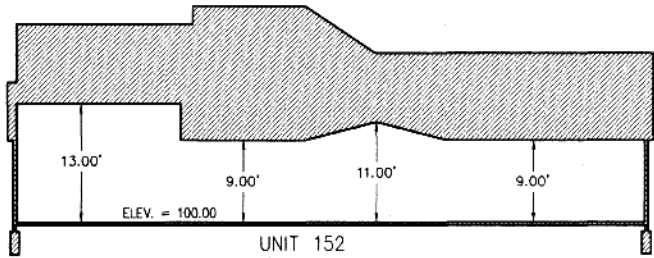
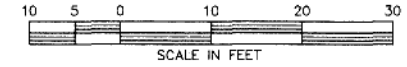
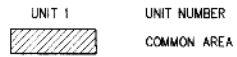


Owner
FF Cloverdale Residential, LLC

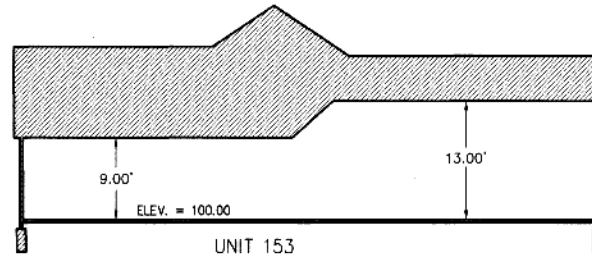
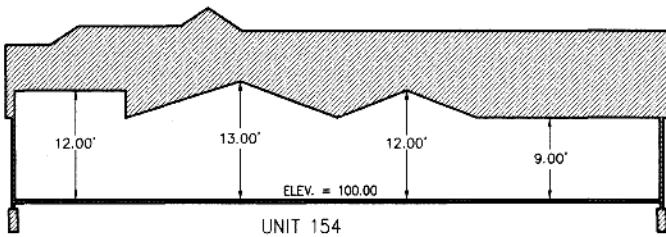
THE LAND GROUP, INC.
462 East Shore Drive, Suite 100
Eagle, Idaho 83616
Phone (208) 339-4041
Fax (208) 939-4445
www.thelandgroupinc.com

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

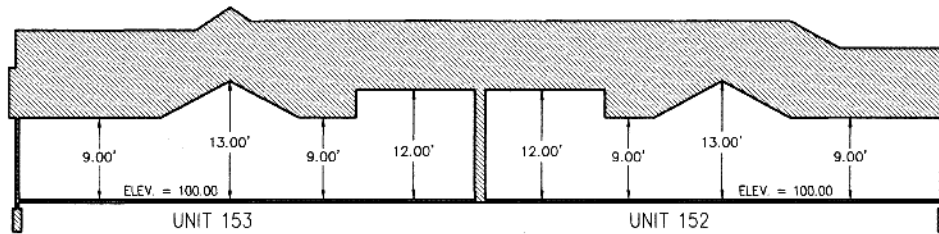
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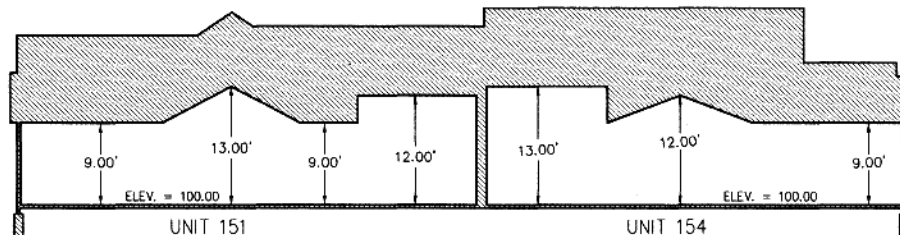
SECTION B-1



SECTION B-2



SECTION B-3



SECTION B-4



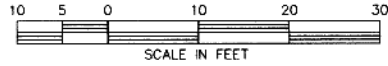
Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
 462 East Shore Drive, Suite 100
 Eagle, Idaho 83616
 Phone (208) 939-4041
 Fax (208) 939-4445
 www.thelandgroupinc.com

PL 105 PL 14495

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

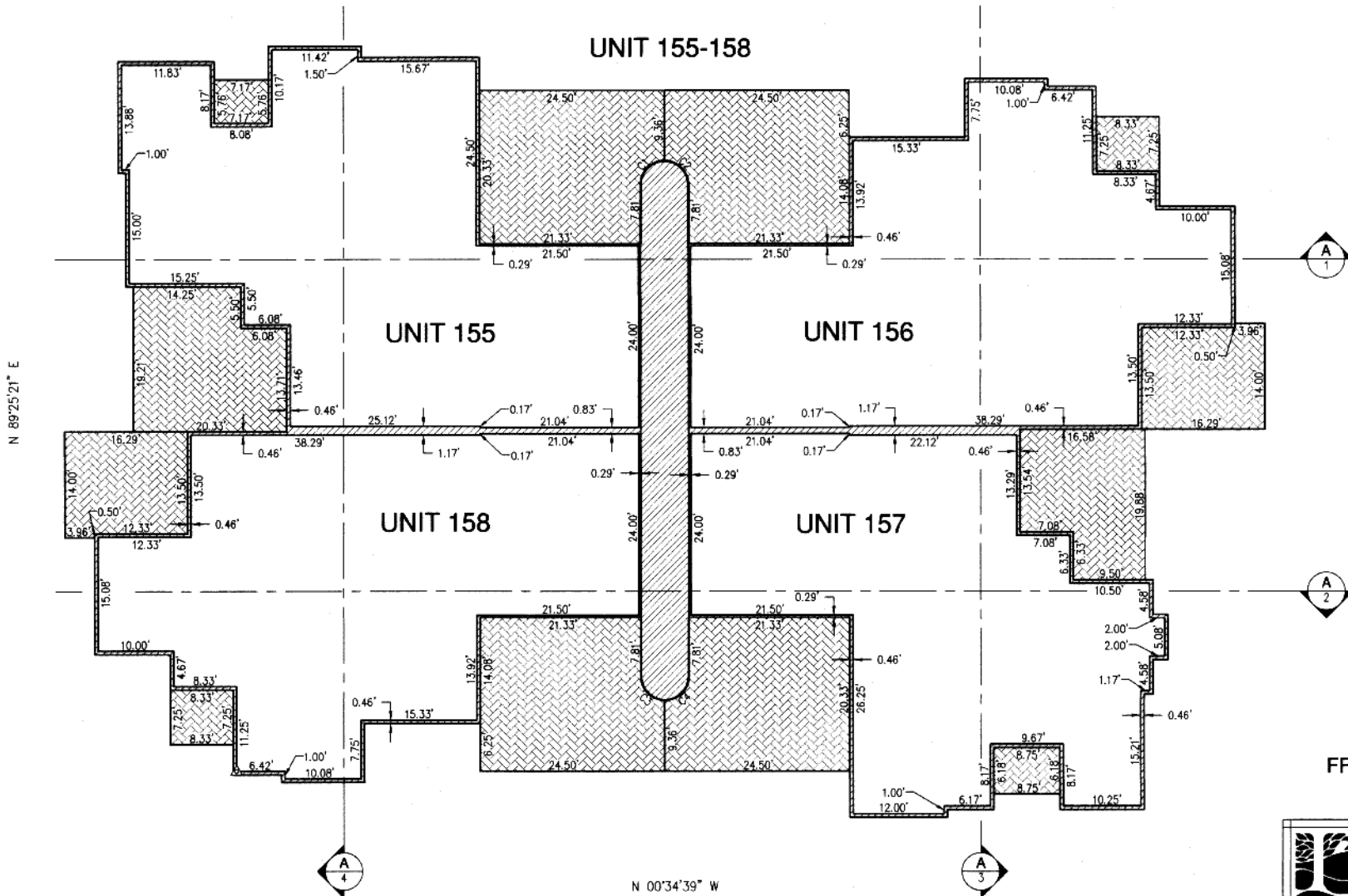
2013



Legend

- UNIT 1
- UNIT NUMBER
- COMMON AREA
- COMMON AREA
- LIMITED COMMON AREA
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	3.17'	4.97'	4.48'	S44°58'42"E	90°00'00"
C2	3.17'	4.97'	4.48'	S45°00'18"W	90°00'00"
C3	3.17'	4.97'	4.48'	N45°00'18"E	90°00'00"
C4	3.17'	4.97'	4.48'	N44°59'42"W	90°00'00"



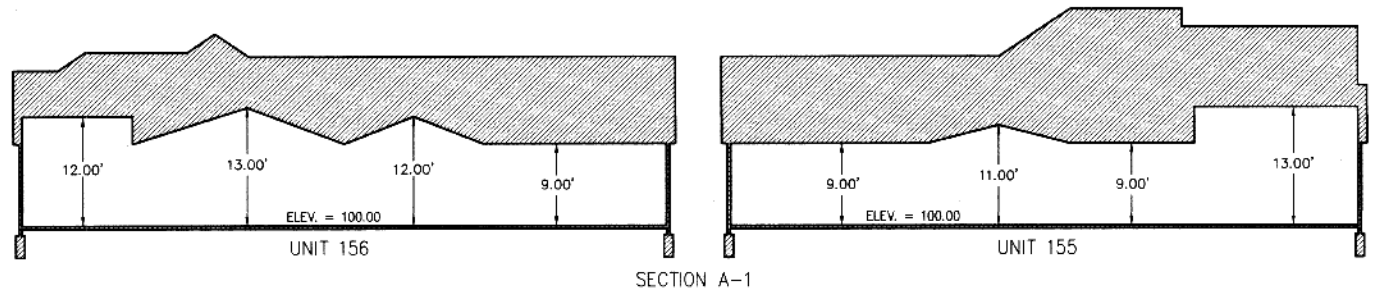
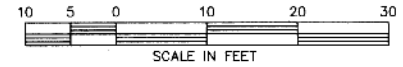
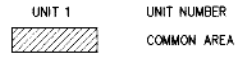
Owner
FF Cloverdale Residential, LLC

THE LAND GROUP, INC.
462 East Shore Drive, Suite 100
Eagle, Idaho 83616
Phone (208) 939-4041
Fax (208) 939-4443
www.thelandgroupinc.com

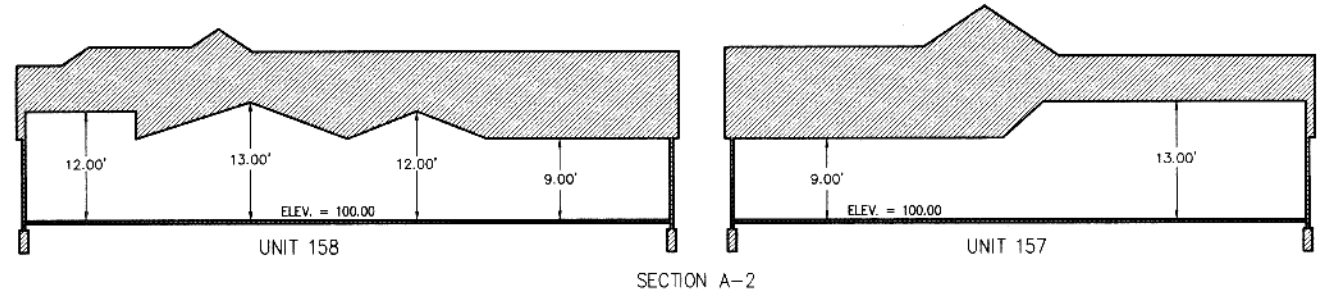
BE 105 PG 14410

AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2 2013

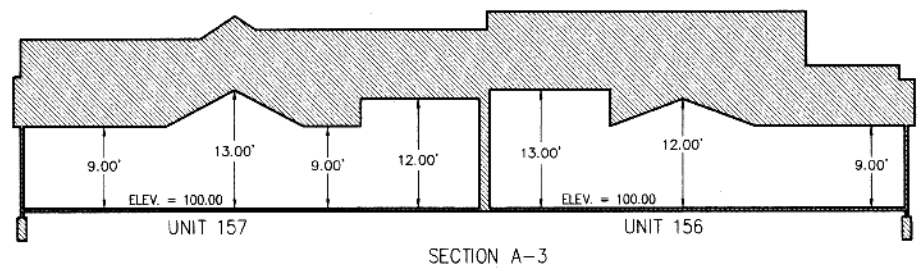
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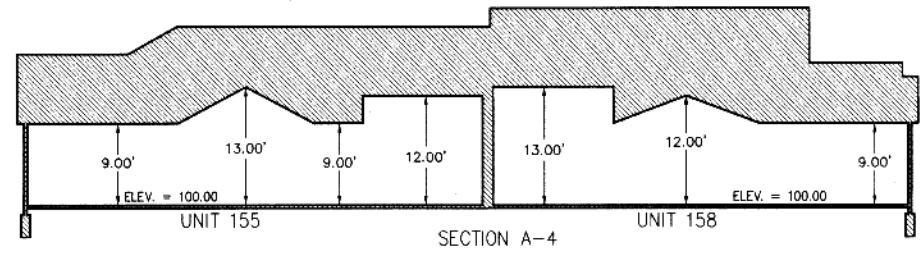
SECTION A-1



SECTION A-2



SECTION A-3



SECTION A-4



Owner
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AMENDED PLAT OF LIFESTYLE CONDOMINIUMS AMENDMENT No. 2

Certificate of Owner

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT THE OWNERS OF UNITS 3, 4, 6, & 79, AND THE ORCHARDS AT CLOVERDALE CONDOMINIUM ASSOCIATION, INC., AN IDAHO NONPROFIT CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO AND DULY QUALIFIED TO DO BUSINESS IN SAID STATE OF IDAHO, DOES HEREBY CERTIFY THAT THIS AMENDMENT IS FILED OF RECORD TO CORRECT AND SUPPLEMENT THE EXISTING PLAT FOR UNITS 1-40 AND 73-86 OF LIFESTYLES CONDOMINIUMS AND LIFESTYLES CONDOMINIUMS AMENDMENT NO. 1, AS SHOWN AND NOTED HEREON AND FURTHER CONSENT TO THE RECORDEMENT OF THIS PROJECT AMENDMENT NO. 2 AS PROVIDED FOR IN IDAHO CODE CHAPTER 15, TITLE 55 AS DESCRIBED IN THE CONDOMINIUM DECLARATION FOR LIFESTYLE CONDOMINIUMS, INSTRUMENT NO. 107128890, ADDENDUM NO. 1 TO THE CONDOMINIUM DECLARATIONS PER INSTRUMENT NO. 108129387, ADDENDUM NO. 2 PER INSTRUMENT NO. 109052174, ADDENDUM NO. 3 PER INSTRUMENT NO. 110043289, ADDENDUM NO. 4 PER INSTRUMENT NO. 111030568 AND ADDENDUM NO. 5 PER INSTRUMENT NO. 113024594, BASED ON THE AMENDMENT NO. 2 HAVING BEEN APPROVED BY THE VOTE OR WRITTEN CONSENT OF THE ASSOCIATION MEMBERS REPRESENTING SIXTY-SEVEN PERCENT (67%) OR MORE OF THE TOTAL VOTES WHICH MAY BE CAST BY ALL MEMBERS, OF THE MEMBERS ATTENDING THE MEETING ONE-HUNDRED PERCENT (100%) VOTED FOR APPROVAL IN ACCORDANCE WITH THE FOREGOING CONDOMINIUM DECLARATIONS, THE AMENDMENT IS BINDING ON AND EFFECTIVE AS TO ALL CONDOMINIUM OWNERS AS PROVIDED IN THE CONDOMINIUM DECLARATIONS.

ORCHARDS AT CLOVERDALE CONDOMINIUM ASSOCIATION, INC., AN IDAHO NONPROFIT CORPORATION

Alan James Skille 8/21/2013
ALAN JAMES SKILLE PRESIDENT DATE

Nancy R. Iseri 8/21/2013
NANCY R. ISERI SECRETARY DATE

Ronald L. Noble 8/21/2013
RONALD L. NOBLE OWNER UNIT 3 DATE

Pamela Noble 8/21/2013
PAMELA NOBLE OWNER UNIT 3 DATE

David R. Nordby 8/21/2013
DAVID R. NORDBY OWNER UNIT 4 DATE

Nola Karen Nordby 8/21/2013
NOLA KAREN NORDBY OWNER UNIT 4 DATE

Ronald S. McWhorter 8/21/2013
RONALD S. MCWHORTER OWNER UNIT 6 DATE

Dixie G. McWhorter 8/21/2013
DIXIE G. MCWHORTER OWNER UNIT 6 DATE

Margaret E. Manis 8/21/2013
MARGARET E. MANIS OWNER UNIT 79 DATE

Acknowledgment

STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS 21st DAY OF August, IN THE YEAR 2013, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED ALAN JAMES SKILLE, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF ORCHARDS AT CLOVERDALE CONDOMINIUM ASSOCIATION, INC., AN IDAHO NONPROFIT CORPORATION, WHICH HAS EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID NONPROFIT CORPORATION, AND ACKNOWLEDGED TO ME THAT SAID NONPROFIT CORPORATION EXECUTED THE SAME.

Shanna Rondeau
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT Boise IDAHO
MY COMMISSION EXPIRES 08/15/2019



Acknowledgment

2013

STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS 21st DAY OF August, IN THE YEAR 2013, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED NANCY R. ISERI, KNOWN OR IDENTIFIED TO ME TO BE THE SECRETARY OF ORCHARDS AT CLOVERDALE CONDOMINIUM ASSOCIATION, INC., AN IDAHO NONPROFIT CORPORATION, WHICH HAS EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID NONPROFIT CORPORATION, AND ACKNOWLEDGED TO ME THAT SAID NONPROFIT CORPORATION EXECUTED THE SAME.

Shanna Rondeau
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT Boise IDAHO
MY COMMISSION EXPIRES 08/15/2019

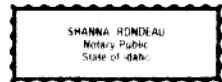


Acknowledgment

STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS 21st DAY OF August, IN THE YEAR 2013, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED RONALD L. AND PAMELA NOBLE, KNOWN OR IDENTIFIED TO ME TO BE THE OWNERS OF UNIT 3, WHO HAVE EXECUTED THE WITHIN INSTRUMENT.

Shanna Rondeau
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT Boise IDAHO
MY COMMISSION EXPIRES 08/15/2019

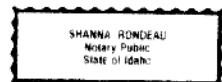


Acknowledgment

STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS 21st DAY OF August, IN THE YEAR 2013, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED DAVID R. AND NOLA KAREN NORDBY, KNOWN OR IDENTIFIED TO ME TO BE THE OWNERS OF UNIT 4, WHO HAVE EXECUTED THE WITHIN INSTRUMENT.

Shanna Rondeau
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT Boise IDAHO
MY COMMISSION EXPIRES 08/15/2019

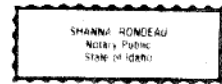


Acknowledgment

STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS 21st DAY OF August, IN THE YEAR 2013, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED RONALD S. AND DIXIE G. MCWHORTER, KNOWN OR IDENTIFIED TO ME TO BE THE OWNERS OF UNIT 6, WHO HAVE EXECUTED THE WITHIN INSTRUMENT.

Shanna Rondeau
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT Boise IDAHO
MY COMMISSION EXPIRES 08/15/2019

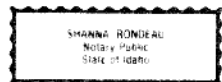


Acknowledgment

STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS 21st DAY OF August, IN THE YEAR 2013, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED MARGARET E. MANIS, KNOWN OR IDENTIFIED TO ME TO BE THE OWNER OF UNIT 79, WHO HAS EXECUTED THE WITHIN INSTRUMENT.

Shanna Rondeau
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT Boise IDAHO
MY COMMISSION EXPIRES 08/15/2019



Certificate of Ada County Surveyor

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS AMENDMENT TO LIFESTYLE CONDOMINIUMS AND THAT IT IS IN COMPLIANCE WITH THE APPLICABLE STATE OF IDAHO CODE AND LOCAL REQUIREMENTS RELATING TO CONDOMINIUM PLAT AMENDMENTS, PLATS AND SURVEYS.

James L. Hastings
ADA COUNTY SURVEYOR
PLS 5359



9-19-2013
DATE

Certificate of Ada County Treasurer

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1338, DOES HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

9/20/13
DATE

Dicky Hoffe
ADA COUNTY TREASURER

Signed by: Deputy Treasurer Keith Zy



Certificate of the Ada County Recorder

STATE OF IDAHO) SS
COUNTY OF ADA)

INSTRUMENT NUMBER 113107849

I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF Land Group AT 02 MINUTES PAST 4 O'CLOCK P.M. THIS 28th DAY OF September A.D. 2013, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 115 OF PLATS AT PAGES 144-147 THRU 144-147.

Christopher D. Reih
DEPUTY RECORDER
FEE: 171.00

Christopher D. Reih
EX-OFFICIO RECORDER

Certificate of Surveyor

I, JAMES R. WASHBURN, A REGISTERED LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS AMENDMENT TO LIFESTYLE CONDOMINIUMS AND LIFESTYLE CONDOMINIUMS NO. 1 WAS PREPARED UNDER MY DIRECT SUPERVISION FROM DESIGN DRAWINGS AND ACCURATELY REPRESENTS THE C-ANGES SHOWN HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE AND LOCAL REQUIREMENTS RELATING TO CONDOMINIUM PLAT AMENDMENTS.

JAMES R. WASHBURN



DATE

THE LAND GROUP, INC.
462 East Shore Drive, Suite 100
Eagle, Idaho 83616
Phone (208) 939-4541
Fax (208) 939-4445
www.thelandgroupinc.com