

AMENDED DECLARATION OF CONDOMINIUM OF THREE FOUNTAINS, AN IDAHO CONDOMINIUM PROJECT

AMENDED DECLARATION OF CONDOMINIUM OF THREE FOUNTAINS, AN IDAHO CONDOMINIUM PROJECT 1

1 Recitals, Description of Property and Confirmation of Condominium Ownership.... 3

 1.1 Declaration of Condominium 3

 1.2 The Real Property 4

 1.3 Identification of Units/Diagrammatic Plan 4

 1.4 Percentage of Ownership of Common Areas 4

 1.5 Property in the Project 4

 1.6 Creation/Confirmation of Condominium Ownership 5

2 Definitions..... 5

 2.1 Amended Declaration Controls Definitions..... 5

 2.2 Definitions outside this Section 5

 2.3 Defined Terms 5

3 Expansion of Project Not Contemplated..... 6

4 Legal Description of Condominiums 6

 4.1 Short Form Legal Description 6

 4.2 Conveyance and Form of Holding Condominiums 6

 4.3 Prohibition of Entity Ownership..... 6

 4.4 Prohibition of Rental of Condominiums..... 7

 4.5 Prohibition of Possession by Persons Convicted of Certain Crimes 7

 4.6 Information to be Provided by Owner's of Rental Units 7

5 Nature of Ownership..... 7

 5.1 Covenants Appurtenant to Condominiums..... 7

 5.2 Nonseparability of Common Area 7

 5.3 Covenants to Run with the Land..... 7

6 Use of Project..... 8

 6.1 Owners Obligation to Maintain and Repair 8

 6.2 Taxation 8

 6.3 Single Family 8

 6.4 No Nuisance..... 9

 6.5 Signs..... 9

7 Transfer or Lease of Condominiums 9

 7.1 Association's Right of First Refusal 9

 7.2 Certificate of Compliance or Waiver..... 9

 7.3 First Right of Refusal on Foreclosure..... 9

 7.4 Ownership by Association 10

 7.5 Right of First Refusal Not Applicable to Mortgagee..... 10

8 Destruction, Damage and Partition..... 10

 8.1 No Partition..... 10

 8.2 Association Board as Attorney in Fact 10

9 Insurance..... 11

 9.1 Coverage 11

 9.2 Authority to Authorize Claim Processing..... 11

9.3	Real Property	11
9.4	Liability.....	12
9.5	Personal Property.....	12
9.6	Additional Coverage	12
9.7	Common Insurance Expense.....	12
10	Compliance with Covenants, By-Laws, Rules and Regulations	12
10.1	Administrative Rules and Regulations.....	12
10.2	Owner's Obligations	13
11	Management of Association	13
11.1	Management Vested in Association.....	13
11.2	By-Laws.....	13
11.3	Meetings.....	13
11.3.1	Place of Meetings.....	13
11.3.2	Semi-Annual Meetings	13
11.3.3	Special Meetings	13
11.3.4	Quorum.....	13
11.3.5	Voting Rights	14
11.3.6	Voting.....	14
11.3.7	Proxies.....	14
11.3.8	Notices.....	14
11.3.9	Waivers of Notice.....	14
11.4	Board of Directors.....	14
11.4.1	The Board of Directors	14
11.4.2	Term of Service.....	15
11.4.3	Election	15
11.4.4	Removal	15
11.4.5	Vacancies	15
11.4.6	Meeting	15
11.4.7	Special Meetings.....	15
11.4.8	Notice of Meetings.....	15
11.4.9	Waiver of Notice.....	15
11.4.10	Adjournment	16
11.4.11	Conduct of Meetings.....	16
11.4.12	Quorum	16
11.4.13	Compensation	16
11.4.14	Contracts	16
11.4.15	Fidelity Bond	16
11.5	Officers	16
11.5.1	Designation and Election	16
11.5.2	Removal of Officers.....	16
11.5.3	President.....	17
11.5.4	Vice President	17
11.5.5	Secretary	17
11.5.6	Treasurer	17
11.5.7	Absence of Officer.....	17
11.5.8	Compensation	17

11.6	Management.....	17
11.6.1	Management of the Condominium Project.....	17
11.6.2	Management Guidelines	17
11.6.3	Powers.....	18
11.6.4	Indemnification.....	18
11.6.5	Actions by Association	18
11.6.6	Specific Duties of the Board	18
11.7	Accounting.....	19
11.7.1	Books and Accounts.....	19
11.7.2	Reports.....	19
11.7.3	Inspection of Books	19
11.8	Common Expenses.....	20
11.8.1	Annual Budget.....	20
11.8.2	Presentation to Owners.....	20
11.8.3	Assessments	20
11.8.4	Adjustment of Assessment.....	20
11.8.5	Allocation of Some Expenses to Unit Owner	21
11.8.6	Interest and Costs of Collection.....	21
11.8.7	Lien Against Condominium.....	21
11.8.8	No Abandonment.....	21
11.8.9	Transfer of Reserve Fund.....	21
11.8.10	Transferee Liability.....	21
11.8.11	Priorities.....	21
11.8.12	Assignment of Rents	22
11.8.13	Mortgagee Protection.....	22
12	Amendment.....	22
13	Article XIV Construction.....	23
13.1	Severability	23
13.2	Gender and Number.....	23
13.3	Waivers	23
13.4	Headings	23
13.5	Effective Date	23
14	Secretary's Certificate of Amendment.....	24

1 Recitals, Description of Property and Confirmation of Condominium Ownership

1.1 Declaration of Condominium

A declaration of Condominium (the "Declaration") was made by G. G. G. Investment, Co. Inc., the "Declarant" on June 19, 1993. The Declaration was recorded June 21, 1993 as Bonneville County Instrument 449083. The Declaration was amended on several occasions as follows:

Date of Recording	Instrument Number
June 12, 1975	479866

June 3, 1976	497654
February 4, 1977	511387
August 23, 1977	523584
August 21, 1978	547898
December 5, 1989	777928
April 10, 1992	825703
March 28, 1994	873911
November 12, 1997	955267
November 13, 1997	955268
December 9, 2005	1208735
December 9, 2005	1208736

INSTRUMENT NO.	1253504
DATE	2-15-04
INST. CODE	727
IMAGED PGS	148
FEE	144-
STATE OF IDAHO) ss	
COUNTY OF BONNEVILLE)	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<i>[Signature]</i>
Deputy	Request of <i>Beard, St Clair</i>

This Amended Declaration was adopted by the a two-thirds vote of those members of the Association (the "Members" or "Owners") in attendance at a duly called and constituted special meeting of the association and when signed and recorded this document, (the "Amended Declaration") shall be the Owner's Declaration of Condominium of Three Fountains, an Idaho Condominium Project.

1.2 The Real Property

Members are the record owners of the individual units of the real property in Bonneville County, Idaho. The legal description of the surface of the ground within the Condominium Project is described on Exhibit A to this Amended Declaration. Exhibit A is attached to and incorporated in the Amended Declaration by this reference to it.

1.3 Identification of Units/Diagrammatic Plan

The identification of the units by type and number are shown on the plats of each phase of the Condominium Project. The plats are attached as Exhibit B to this Amended Declaration. Exhibit B is attached to and incorporated in the Amended Declaration by this reference to it.

1.4 Percentage of Ownership of Common Areas

The percentage of ownership of common areas allocated to each unit is identified on Exhibit C. Exhibit C is attached to and incorporated in the Amended Declaration by this reference to it. The percentage of ownership in Common Areas is appurtenant to each Condominium. The percentage of ownership shall remain unchanged. Each Owner's liability under Section 55-1515 of the Act, the liability for prorated common expenses and the right to prorated share of profits arising from the use of Common Areas shall be based upon the ownership percentage.

1.5 Property in the Project

The property subject of this Amended Declaration consists of the real property described above together with certain improvements now existing or later built on or used in conjunction with the real property and all personal property located on the common areas of the Project.

1.6 Creation/Confirmation of Condominium Ownership

It is the Owners' intent that the Property described in this Amended Declaration is and continues to be held in the condominium form of ownership with all rights and obligations of condominium ownership being governed by and being subject to the provisions of this Amended Declaration as, from time to time, subsequently amended and the Idaho Condominium Property Act (Idaho Code 55-1501 et. seq.), (the "Act") as in effect on the date of the recording of this Amended Declaration. Except where prohibited by the Act, the terms of this Amended Declaration shall take precedence over the Act.

2 Definitions

2.1 Amended Declaration Controls Definitions

Terms defined in this Amended Declaration will have those definitions. Terms not defined in this Amended Declaration shall have the meaning given such terms in the Act,

2.2 Definitions outside this Section

This section is not the exclusive section in which definitions may be found in this Amended Declaration. Some terms are defined in other places within this Amended Declaration.

2.3 Defined Terms

These terms are defined as follows:

Association	Three Fountains Home Owner's Association, Inc., an Idaho Corporation.
Common Area	The entire condominium Project except Units.
Common Expense	Any amount assessed by the Management Body under the authority of the rules adopted by the Management Body, this Amended Declaration or the Act.
Condominium	Estate of an owner consisting of a unit and the owner's undivided interest in Common areas.
Management Body	The Board of Directors of the Association. The Board of Directors may be referred to in this Amended Declaration as "Board" or "Managers."
Mortgage	Any mortgage, deed or trust or other security instrument by which a Condominium is encumbered for security.
Owner Condominium Owner	A person who holds an ownership interest in a Condominium to the extent the ownership interest is shown in the real property records of the Bonneville County, Idaho Recorder.

Project	Three Fountains, an Idaho Condominium Project according to this Amended Declaration.
Unit Condominium Unit	The elements of a Condominium that an Owner separately owns and are not part of the Common Area identified on the exhibits to this Amended Declaration. A Unit consists of all space between the side of the wall board or other wall covering, including doors, railings and fences, nearest the exterior of the unit, the side of the floor covering nearest the ground on the lowest level of the unit and the side of the wall board or other ceiling covering nearest the exterior of the unit.

3 Expansion of Project Not Contemplated

At the time of the Adoption of this Amended Declaration no further expansion or modification of the Condominium is contemplated. No further expansion may be accomplished except by a vote to amend this declaration as provided in subsequent sections of this Amended Declaration and by the adoption of a plan of expansion as part of the amendment to this declaration.

4 Legal Description of Condominiums

4.1 Short Form Legal Description

For purposes of conveying, mortgaging, or otherwise transferring an interest in the title, any Condominium may be legally described by its identifying number as shown on Exhibit "B." Such legal description shall be construed to describe the Unit and the appurtenant undivided interest in the Common Areas and to incorporate all the rights and limitations incident to the ownership of a Condominium. The short form legal description shall be substantially as follows:

Condominium No. _____, Three Fountains, Phase No. ____, an Idaho Condominium Project, Idaho Falls, Bonneville County, Idaho according to the recorded Amended Declaration thereof.

4.2 Conveyance and Form of Holding Condominiums

The Condominiums in the Project may be conveyed as individual properties capable of independent usage, each having its own exit to the Common Areas of the Project. Each Condominium may be held in any traditional form of holding real property interests including, but not limited to, community property, joint tenancy, or tenancy in common. The Owners may hold their interest in revocable or irrevocable trusts so long as the Owner or the Owner's direct lineal ancestors or descendants reside in the Condominium.

4.3 Prohibition of Entity Ownership

Except as provided in the preceding paragraph, no condominium may be transferred to an entity. This prohibition shall apply to any conveyance subsequent to the adoption of this

Amended Declaration. Any Condominium currently owned by an entity may be transferred to a successor in interest of that entity through sale or merger of the entity to another entity, distribution of entity assets or similar transaction but the condominium may not be sold to a third party entity.

4.4 Prohibition of Rental of Condominiums

Three Fountains is intended as a development for the residential use of the owners. No Condominium may be used as a rental unit nor may it be occupied as the residence of any person other than the owner, the Owner's direct lineal ancestors or descendents and guests of the Owner who reside with the Owner. Any lease transactions existing at the time on the date of the adoption of this Amended Declaration may continue to be honored during the term of the current Owner's ownership of the Condominium. Upon the termination of the ownership of the current Owner(s), the property may then be transferred only for use as the residence of the subsequent Owner or the Owner's direct lineal ancestors or descendents.

4.5 Prohibition of Possession by Persons Convicted of Certain Crimes

A Unit may not be occupied by a person who

- (a) has been convicted of a felony or
- (b) who has been convicted of a crime involving use or sale of drugs or
- (c) who has been convicted of a crime commonly referred to as a sex crime.

4.6 Information to be Provided by Owner's of Rental Units

An Owner shall provide the Board with information as may be reasonably necessary for the Board to verify the Owner's qualifications for ownership and residency in the Project.

5 Nature of Ownership.

5.1 Covenants Appurtenant to Condominiums.

All rights or interests and all obligations or restrictions of an Owner shall be appurtenant to the Condominium and shall not be separable from the Condominium. Any conveyance or encumbrance of a Condominium shall also be deemed a conveyance or encumbrance of those appurtenant rights or interests even though such rights or interests are not expressly referred to in the document of conveyance or mortgage.

5.2 Nonseparability of Common Area.

The Common Areas shall remain undivided and shall not be separated from the Units to which they appertain. No Owner shall bring any action for partition or division of interests in Common Areas or of Units from their appurtenant interests in Common Areas.

5.3 Covenants to Run with the Land

This Declaration and all covenants, restrictions, limitations, easements, conditions, and uses as herein provided for shall constitute covenants to run with the land hereby submitted to the Project and shall be a burden and/or a benefit to the Owners acquiring

any interest in the Condominium Project and to and upon their heirs, personal representatives, successors and assigns,

6 Use of Project

6.1 Owners Obligation to Maintain and Repair

At the Owner's expense, each Owner shall keep the interior of the Owner's Unit in good order, condition, and repair and in a clean and sanitary condition, and shall do all repairs, redecorating and painting which may at any time be necessary to maintain the good appearance of the Unit. In addition to repairing, decorating and keeping the interior of the Unit in good repair, the Owner shall be responsible for the maintenance, repair or replacement of any and all fixtures or appliances, including but not limited to refrigerators, air conditioning and heating equipment, dishwashers, disposals and ranges, which are part of the Unit or which service the Unit exclusively. Each owner shall further be responsible for the maintenance, repair or replacement of any pipes, ducts, flues, chutes, conduits, and wires which service the Owner's unit exclusively. Each owner shall also be responsible to turn on and off, when necessary, and protect water pipes from freezing using the shut-off valves located within the interior of the Unit. All replacements, repairs, maintenance, redecorating and painting shall be completed using materials and labor resulting in work that is at least of the kind and quality equal to the original construction. Any part of the unit that is exposed to the Common Area shall be maintained with the same materials and color scheme as is used in the common area. At the Owner's cost and expense, after Board approval, an Owner may update the Owner's Unit or the adjacent Common Area following the then current Common Area design, color scheme and material requirements.

For purposes of this declaration and to clarify the intent of the plats attached to the declaration and its amendments, the Unit is all of the space between

- (a) the side of the wall board or other wall covering, including doors, railings and fences, nearest the exterior of the unit.
- (b) the side of the floor covering nearest the ground on the lowest level of the unit and
- (c) the side of the wall board or other ceiling covering nearest the exterior of the unit.

Each Owner shall be liable for all repairs, injury or damages to the Project or Persons caused by the action or inaction of the Owner, Occupants of the Owner's Unit, members of the Owner's or Occupant's families, Owner's or Occupant's agents, employees or guests.

6.2 Taxation

Under the Act, each Condominium is subject to a separate assessment and taxation by each taxing authority. The Project will not be taxed as a whole but each Owner will pay all taxes assessed against the Owner's Condominium.

6.3 Single Family

Each Unit shall be occupied only by a family, its servants and guests as a private

residence and for no other purpose. No unit may be divided or subdivided into a smaller unit. No portion of a Unit may be sold or otherwise transferred apart from the remaining portion of the Condominium or from the Project as a whole.

6.4 No Nuisance

No use or practice shall be permitted on the Project which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Project by its residents. All parts of the Project shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate nor any fire hazard be allowed to exist. No Owner shall permit any use of a Unit or of the Common Areas that will increase the rate of insurance upon the Project. No immoral, improper, offensive or unlawful use shall be made of any part of the Project,

6.5 Signs.

No signs, advertisements or political campaign posters may be displayed on or from any Unit or Common Area.

7 Transfer or Lease of Condominiums

7.1 Association's Right of First Refusal.

If an Owner desires to sell a Condominium, or upon the termination of a lease existing at the time this Amended Declaration is adopted, the Owner shall give notice in writing to the Board of the Owner's intent to sell, the terms of the proposed sale and the name of the person to whom the sale of the Condominium is proposed. The Association shall have the first option to buy the Condominium under those terms, said right to be exercised within ten (10) days after receiving the notice. If the Association does not exercise the option within ten (10) days, the Owner desiring to sell may thereafter do so to the person designated in the notice and upon the terms designated in the notice, but if the Owner changes any of the terms of the sale, a new notice shall be given and the Association and it shall have the right to purchase as provided.

7.2 Certificate of Compliance or Waiver

Upon written request of any prospective seller, purchaser or mortgagee, the Association shall furnish a duly acknowledged certificate of compliance with, or waiver of the provision of this Article.

7.3 First Right of Refusal on Foreclosure

If any Condominium is sold; pursuant to any attachment or execution or if the Condominium becomes an asset of a bankruptcy estate, the Board shall have the first right to purchase the Condominium from the executing creditor or bankruptcy estate for fair market value. In the event the seller and Association cannot reach agreement as to fair market value each party shall appoint one MAI appraiser to make an appraisal of the Condominium. The fee of the appraiser shall be paid by the party who appointed the appraiser. If the two MAI appraisers cannot agree upon the fair market value of the Condominium, the average of the two appraisals shall be deemed to be the fair market value. An attaching creditor or bankruptcy trustee shall take the interest subject to this provision and shall be obligated to sell the condominium to the Association for the fair

market value as so determined.

7.4 Ownership by Association

After a purchase by the Board, the Owners shall thereafter own the Condominium as tenants-in-common in proportion to their title in the Common Areas.

7.5 Right of First Refusal Not Applicable to Mortgagee

Any holder of a mortgage which comes into possession of a Condominium pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed in lieu of foreclosure shall be exempt from all rights of first refusal as set forth in this Article or as elsewhere set forth in this Amended Declaration.

8 Destruction, Damage and Partition

In the event the Condominium Project is destroyed or damaged to the extent of 75 percent or less of the value thereof, the Association shall be responsible for repairing, rebuilding, and/or restoring the same to the condition it was in immediately prior to the destruction or damage, and the Association shall be entitled to use the proceeds of all insurance policies it may have had in force on said premises as of the date of such destruction or damage. In the event the Project is destroyed or damaged to the extent of more than 75 percent of the value thereof, the Association shall, at a meeting duly called for that purpose, determine whether or not the Project should be rebuilt, repaired or disposed of. Unless Owners entitled to not less than 80 per cent of the voting power of the Association agree to the withdrawal of the Condominium Project from the provisions of the Act and to its subsequent disposal, the Project will be repaired, rebuilt or restored to the same condition it was in immediately prior to the destruction or damage. In the event the cost of such repairing, rebuilding, or restoring shall exceed the amount realized from the proceeds of the Association's insurance policies as herein provided, the Owners shall contribute to such cost in relation to their percentage of ownership. In those parts of the Project to be repaired or rebuilt, in the event the Owners elect to withdraw the Project from the provisions of the Act, the right of partition may be exercised by the Owners pursuant to the Act.

8.1 No Partition

Subsection (c) of section 55-1511 of the Act shall have no application to the Project. A Condominium shall not be partitioned as between persons having an interest therein, but if grounds for such partition exist at law or in equity, the Condominium shall be sold as a unit and the proceeds divided in accordance with law.

8.2 Association Board as Attorney in Fact

Each Owner irrevocably constitutes and appoints the Board as the Owner's attorney in fact and agent for the purposes of dealing with the Project if it is damaged or destroyed. Acceptance by any transferee of a deed from any Owner shall constitute such appointment; however, the Association shall not exercise this power of attorney until

- (a) 80 per cent or more of the voting power of the Association votes in favor of having it do so and the Secretary shall certify the vote by certificate for record in Bonneville County, or

- (b) Owners representing 80 per cent or more of the voting power of the Association have executed a certificate certifying that use of such power of attorney has been authorized and is properly exercisable under this Amended Declaration and such certificate has been placed of record in Bonneville County.

9 Insurance

9.1 Coverage

The Management Body shall secure and maintain the following insurance coverage.

(a) Replacement cost coverage for each Condominium, as defined in paragraph 2.7 of this declaration, exclusive of any interest in land associated therewith. Such policy for a separate loss payable endorsement in favor of any Mortgagee of a Condominium. The Management Body shall neither secure nor maintain insurance coverage for Condominium Units as defined in Article 2.12 of this declaration. Insurance for Condominium Units is the obligation of the owner of the Condominium Unit.

(b) A policy to insure the Management Body of the Association and Owners against any liability arising from the ownership use of Common Areas as defined in paragraph 2.5. This coverage shall be no less than \$2,000,000.00. Such limits and coverage shall be reviewed at least once per year and changed if found to be inadequate or excessive. Said policy or policies will deny subrogation rights against Owners. Owners are responsible to provide liability insurance for Owner's activities or Condominium Units. The liability insurance the Owner is responsible to provide does not alter the Owner's obligations under Paragraph 6.1 all of which are independent, but may possibly be insured under liability insurance coverage the Owner may maintain.

(c) Workman's' Compensation to the extent to comply with any applicable laws.

9.2 Authority to Authorize Claim Processing

The Management Body has the sole right to authorize a claim to be processed to protect any and all Association property including Common Areas arising out of ownership or rental for the Association or on behalf of the Association. The Management Body has the final rights to process any and all claims that are presented due to the association being the named insured on the policy. No owner, outside the Management Body is authorized to initiate a claim with the Association's insurance carrier. All claims must be first brought to the Management Body which shall process claims and present claims to insurance carriers as it deems reasonable or necessary.

9.3 Real Property

Dwelling coverage will be covered as Special Form "replacement cost" on any and all Real Property of the Association Three Fountains Homeowners. The deductible is subject to all real property losses and will be assessed to individual unit owners unless multiple losses originated for the same peril. Only at this time would the deductible be prorated among the Units suffering the loss: however, if one Unit causes the loss or peril to occur, that specific Unit would be subject to pay the entire deductible.

9.4 Liability

On premise liability inclusive will be provided for all Association properties. This coverage does NOT cover off premise liability to Association members. Medical payments exclude all members of the Association and their respective families (resident relatives), and any person(s) renting an estate from an Owner.

9.5 Personal Property

Personal property, including upgrades of each unit after primary completion, is the sole responsibility of each Unit Owner. The Association shall have no obligation to provide personal property insurance to the Unit Owner.

Each Owner will provide the Association the name of the Owner's insurance carrier and a certificate of coverage reflecting coverage in accord with such reasonable limits as the Board may, from time to time, set.

9.6 Additional Coverage

In its discretion, the Board may obtain insurance for such other risks as are or hereafter may customarily be covered with respect to other condominium projects similar in construction, design and use.

9.7 Common Insurance Expense

All insurance authorized or required by this declaration may be written according to the value of each Unit and shall be a Common Expense. Each Owner may insure the Owner's Unit for the Owners' benefit and protection, but no Owner shall obtain insurance which in any way will decrease the amount which the Management Body may collect or realize under any insurance policy which the Management Body procures. Any claims as to any liability of any Owner arising out of the ownership, use, operation or management of the Common Areas may be compromised or settled as to the Owner's portion of any such claim but the compromise or settlement shall be without prejudice to the remaining portion of a claim and without the same constituting evidence or admission for or against the Management Body or a claimant. Insurance obtained by the Board or the Owner does not relate to the Owner's obligations under Paragraph 6.1 all of which are independent of insurance coverage.

10 Compliance with Covenants, By-Laws, Rules and Regulations

10.1 Administrative Rules and Regulations.

The Association has the power to adopt and establish such building, management and operational rules it deems necessary for the maintenance, operation, management and control of the Project. The Association may give due notice of its intent to adopt regulations to the Owners and provide Owner's an opportunity to present arguments for or against such regulations. Regulations shall not be inconsistent with the provisions of this Declaration, but may otherwise deal with any matters affecting the Common Areas and Units if such matters are of general concern to all Owners and do not unnecessarily affect any particular Owner's rights with respect to a Unit. An amendment, alteration, or repeal of a regulation is effective when it is provided to the owners in accord with the notice provisions of this Amended Declaration.

10.2 Owner's Obligations

All Owners shall comply with all provisions of this Declaration and the administrative rules and regulations pertaining to the Project and shall require compliance from their children, tenants, guests, employees and any other person whom they invite upon the Project. All agreements, decisions and determinations lawfully made by the Association shall be binding on all Owners and shall inure to their benefit.

11 Management of Association

11.1 Management Vested in Association

The management of the Condominium Project is vested in Three Fountains Owners' Association, Inc, an Idaho Corporation. A Certified Copy of the Articles of Incorporation of Three Fountains Owners' Association, Inc. is attached to this Amended Declaration, marked as Exhibit "D" and is incorporated in this Amended Declaration by this reference to it.

11.2 By-Laws

This Article of the Amended Declaration shall constitute the By-Laws of Three Fountains Owners' Association, Inc.

11.3 Meetings

11.3.1 Place of Meetings

Unless otherwise specified in the notice of meetings all meetings of the Association shall be held at the Three Fountains Clubhouse, 1401 Three Fountains Drive, Idaho Falls, Idaho. All meetings must take place within the city limits of the City of Idaho Falls, Idaho.

11.3.2 Semi-Annual Meetings

The annual meetings of the Association shall be held on the first Thursday of May of each year, provided that by resolution, the Board may fix the date and place of the annual meeting on such other date or at such other place as the Board may deem appropriate. The Association shall also meet annually on the First Thursday of each November but the May meeting shall include an agenda of all of the matters required for the annual meeting.

11.3.3 Special Meetings

Special meetings of the Association may be held at any time by written notice signed by a majority of the Board or by Owners having 30 percent of the total votes, delivered not less than ten (10) days prior to the date fixed for said meeting,

11.3.4 Quorum.

At any meeting of the Association, the Owners of more than ten percent of the units shall constitute a quorum for any and all purposes. In the event that this Amended Declaration or the Act require the affirmative vote of a higher percentage of the Owners, a quorum will then consist of the number of votes required to adopt the measure being considered. In the absence of a quorum, the meeting may be adjourned from time to time, without

further notice other than by announcement at the meeting, until a quorum is met. At the time of the resumption of business at any such adjourned meeting, when a quorum is then present any business may be transacted at the meeting as set out in the original notice of meeting.

11.3.5 Voting Rights

Each Unit shall have one vote. If more than one person owns an interest in a Unit, those owners may cast one vote collectively or may cast partially votes in equal shares, one fractional share for each owner.

11.3.6 Voting.

Upon the presence of a quorum, and unless this Amended Declaration or the Act require a larger percentage, the vote of Owners representing at least fifty per cent (50%) plus one vote or more of the voting rights of the Owners present in person or represented by proxy shall decide any question of business brought before a meeting, including the election of the Board of Directors. In circumstances where this Amended Declaration or the Act require a greater affirmative vote the provisions of this Amended Declaration or the Act shall govern and control the decision of such question.

11.3.7 Proxies

All votes may be cast either in person or by proxy. To be honored, all proxies must be in writing and must be delivered to the Secretary at least five (5) days prior to the meeting. A proxy will expire after the event for which the proxy was executed. No proxy shall be invalid unless the issuer of the proxy is present at the meeting or revokes the proxy in writing prior to the meeting.

11.3.8 Notices.

Any notice permitted or required to be delivered as provided in this Amended Declaration or the Act may be delivered either personally to the Unit, by U.S. Mail, or by electronic means... Notice shall be deemed to have been delivered 24 hours after the notice has been deposited in the United States Mail, postage prepaid addressed to an Owner at the address given by the Owner to the Secretary. Electronic delivery shall be deemed complete upon its being sent to the phone or e-mail address of the Owner at a number or address given by the Owner to the Secretary. Any address may be changed from time to time by notice in writing to the Secretary,

11.3.9 Waivers of Notice.

Any Owner may at any time waive any notice required to be given this Amended Declaration, the Act or otherwise. The presence of an Owner in person at any meeting shall be deemed a waiver of notice.

11.4 Board of Directors.

11.4.1 The Board of Directors

The Board of Directors shall consist of not less than three (3) nor more than seven (7) members, as the Association in a lawfully convened meeting may from time to time determine. All members of the Board of Directors must be Owners of a Condominium.

11.4.2 Term of Service

Each Director may serve a term of three years and each shall hold office until a successor has been elected and attended a meeting of the Board. The Board will serve staggered terms so that approximately one-third of the terms of Directors expire each year.

11.4.3 Election

The persons who have been elected as members of the Board under the Declaration shall serve as the initial Board of Directors of the Association. The term of each Director shall continue for the term to which the Director was elected. Thereafter the members of the Board shall be elected by the Owners, each Unit having one vote for as many Directors as are being elected. Cumulative voting shall be allowed and the candidates receiving the highest numbers of votes for a position will be the candidates elected to serve to fill the seats as members of the Board. The candidate receiving the highest number of votes shall serve the longest term being filled.

11.4.4 Removal

Directors may be removed by the vote of a majority of the owners present at a meeting called for that purpose. If the Owners remove a Director, the Owners shall also elect a successor to fill the remaining term of the removed Director at the same meeting.

11.4.5 Vacancies

Vacancies on the Board shall be filled by the vote of the majority of the remaining members of the Board and each person so elected shall serve as a member of the Board until the next annual meeting of the Association.

11.4.6 Meeting

A regular annual meeting of the Board shall be held immediately after the adjournment of each annual Association meeting. Regular meetings, other than the annual meeting, shall ~~or may be held at regular intervals at such places and at such times as either the President or the Board may from time to time designate.~~ Board members are expected to attend all meetings of the Board and Association unless excused by the President.

11.4.7 Special Meetings.

Special meetings of the Board shall be held whenever called by the President, the Vice President, or by three (3) or more members. By unanimous consent of the Board, special meetings may be held without call or notice at any time or place.

11.4.8 Notice of Meetings

Notice of the Annual Meeting of the Board shall be given in conjunction with notice of the Annual Meeting of the Association. Twenty Four Hours notice of Special meetings must be given by phone, personal delivery, fax or e-mail to the members of the Board.

11.4.9 Waiver of Notice

Notice of a meeting may be waived by a Director. Attendance at a meeting shall constitute such a waiver.

11.4.10 Adjournment

The Board of Managers may adjourn any meeting for such time as it may determine necessary, provided no adjournment of a meeting may extend the time for the original meeting more than thirty days.

11.4.11 Conduct of Meetings

All meetings of the Board shall be open to Owners but the Board may enter executive session to meet with Association legal counsel or accountants or to discuss personnel matters or pending litigation. All votes of the Board shall be taken in open meetings.

11.4.12 Quorum

A quorum for the transaction of business of the Board shall consist of a majority of the Board then in office.

11.4.13 Compensation

Members of the Board, as such, shall not receive compensation for such service. That sentence shall not be construed to preclude payment to a member of the Board for services unrelated to service on the Board or for reimbursement of out of pocket expenses incurred with Board prior approval or subsequent ratification.

11.4.14 Contracts

The Board shall not enter any contracts having a duration in excess of one year for construction, goods or services without the approval of a majority of the Units. Any agreement for professional management relating to services provided to or by the Association must provide that the contract may be terminated by either party without cause on 90 days notice or for cause upon notice and without payment of any form or termination or cancellation fee or charges. The Board may contract for casualty or liability insurance for periods up to three years.

11.4.15 Fidelity Bond

The Board may require that all officers and employees of the Board handling or responsible for Association funds provide adequate fidelity bond. The premium for such fidelity bonds shall be common expense.

11.5 Officers

11.5.1 Designation and Election

The Board shall elect the officers of the Association which are to be a President, a Vice President, a Secretary, and a Treasurer. All officers must be Owners with the Condominium Project. The President must be a member of the Board of Directors. The Board may appoint assistant officers as it may deem reasonably necessary to accomplish the duties of the Board. All officers shall have seat and voice at meetings of the Board but only those officers that are elected members of the Board shall have vote at meetings of the Board.

11.5.2 Removal of Officers

A majority of the members of the Board may remove and replace any officer at any time.

11.5.3 President

The President shall be the chief executive of the Board and shall exercise general supervision over the Association's property and affairs. The President shall sign all conveyances, mortgages, and contracts relating to the Project on behalf of the Condominium Project, and shall do and perform all acts and things which the Board may require. The President shall preside at all meetings of the Association and the Board. The President shall have all of the general powers and duties which are normally vested in the office of the president of a corporation, including but not limited to, the power to appoint committees from among the Owners from time to time as may be appropriate to assist in the conduct of the affairs of the Association and the Condominium Project,

11.5.4 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 and shall also perform such other duties as shall from time to time be prescribed by the Board.

11.5.5 Secretary

The Secretary shall keep the minutes of all meetings of the Board and of the Association and shall have charge of all books and records of the Corporation except financial records, perform such duties as the Board may direct and, in general, shall perform all the duties of office normally incident to the office of Secretary of a Corporation.

11.5.6 Treasurer

The Treasurer shall have the responsibility for the funds, investments and financial records of the Association and shall be responsible for keeping full and accurate accounts of all receipts and all disbursements belonging to the Association and perform such duties as the Board may direct and, in general, shall perform all the duties of office normally incident to the office of Treasurer of a Corporation.

11.5.7 Absence of Officer

In the event an officer is unable to perform the duties of the office, the Board may appoint a temporary or permanent successor.

11.5.8 Compensation

No compensation shall be paid to an officer for services as officers. No remuneration shall be paid to an officer for services performed by him for the Board in any other capacity, unless a resolution authorizing the employment of the officer for services in an area of the officer's usual expertise is passed by the unanimous vote of the board (except the officer to be compensated) adopted prior to the initiation of the services.

11.6 Management

11.6.1 Management of the Condominium Project

Three Fountains Owners' Association, Inc. shall manage Three Fountains.

11.6.2 Management Guidelines

The Association, through its Board, shall manage the Condominium Project in

accordance with the provision of the Act, this Amended Declaration and such administrative, management, operations rules or regulations and such agreements and determinations lawfully entered into by the Board.

11.6.3 Powers

The Association shall have the powers necessary for the administration of the Project's affairs. In addition, the Association shall have the responsibilities and duties imposed upon it by the Owners. The Association may employ any person or entity to perform services as necessary to the discharge of its duties.

11.6.4 Indemnification.

The Association shall indemnify and hold each member of the Board harmless against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees reasonably incurred in connection with any proceeding in which a Board member becomes involved by reason of being Board member. Expenses incurred by reason of this indemnification shall be a common expense.

11.6.5 Actions by Association

Without limiting the rights of any Owner, the Board may bring actions on behalf of two or more of the Owners with respect to any cause of action relating to the Common Areas appurtenant to Units. All expenses incurred by the Association in so doing shall be assessed to the Owners who benefit from the action being taken.

11.6.6 Specific Duties of the Board

The Board shall

- (a) Employ personnel necessary for the operation, repair and maintenance of the Project
- (b) Employ necessary legal and accounting services;
- (c) Purchase materials and supplies for the operation, maintenance and repair of the project;
- (d) Designate and remove, when it deems removal appropriate, personnel necessary for the maintenance, repair, and replacement of the common elements;
- (e) Have the right to enter any Unit in case of emergency originating in or threatening a Unit or any part of the Project, whether the Owner or occupant is present; upon reasonable notice to make repairs necessary to Common Areas or perform installation, alteration or repairs to the mechanical or electrical devices or installation;
- (f) Pay taxes and special assessments which would be a lien upon the entire Project or Common Areas and shall obtain a discharge of any lien or encumbrance levied against the entire Project or Common Area;
- (g) Make arrangements for the regular maintenance of all portions of the Common Area and facilities of the Condominium needing such regular maintenance;
- (h) Make all expenditures authorized by the Board once such expenditures have been authorized in the annual budget;
Before reimbursement, each expenditure must be documented by invoice, letters of authorization with receipt attached or letter of explanation acceptable to the Board detailing the reason for the issuance of a check. Before a check is issued,

- all expenditures must be authorized for payment by two officers.
- (i) Enforce all provisions of this Declaration and shall retain the services of an attorney when necessary to do so;
 - (j) Cause all amendments to this Amended Declaration or to any documents or waivers affecting an Owner's rights or obligations under this Amended Declaration to be recorded in the office of the Bonneville County Recorder;
 - (k) File an annual statement with the Idaho Secretary of State identifying the officers and directors of the Association and its agent for service of process;
 - (l) It shall be the duty of the Board to bill, collect, and receive the collection of all monthly dues and all assessments and to enforce their collection.
 - (m) If assessments are not paid within 60 days of the due date, to file duly prepared and executed notices of lien for unpaid assessments in the Bonneville County Recorder's Office and, upon payment of such assessments and collection costs as set forth in the notice of assessment, or other upon other satisfaction or release of the claim of lien for assessments, the Board shall cause a release of lien to be recorded in the same office.
 - (n) If a lien has not been satisfied within 60 days of its recording, to initiate action for the enforcement of unpaid assessments and foreclosure of liens acquired under provisions of this Amended Declaration;
 - (o) See that all Owners are informed with respect to all regulations as may be adopted and promulgated by the Association from time to time;
 - (p) Give to the holder of any recorded mortgage which has furnished to the Board Its name and current address, written notification of any default by the mortgagor of performance of such mortgagor's obligations under this Declaration, including bylaws, and any duly adopted rules or regulations pertaining to the Project which default has been demanded to be corrected by the Board and which default has not been cured within 30 days. Said notice shall be given within 20 days after the lapse of a 30 day period of default and more than 20 days before suit is filed for collection.

11.7 Accounting

11.7.1 Books and Accounts.

The books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with the generally accepted accounting principles.

11.7.2 Reports.

At the close of each accounting year, the books and records should be reviewed by a person or firm approved by the Association. A report of such review shall be prepared and submitted to the Owners at the annual, meeting of the Association. Upon affirmative vote of the Owners, the Association shall cause an audit of the Association financial records to be undertaken by a Certified Public Accountant

11.7.3 Inspection of Books

Financial reports such as are prepared in the normal course of business shall be available for Owner's inspection at reasonable times at the principal office of the Association

11.8 Common Expenses

Each Owner shall pay to the Association the allocated portion of the Common Expenses of the Project which shall include an annual budget for the expenses of the management, operation, repair, and maintenance of the Association and all the Common Areas of the Project.

11.8.1 Annual Budget.

The Board shall prepare an annual budget setting forth the anticipated income from dues and assessments and the expenses to be incurred to pay all estimated expenses for management, operating, maintenance, repair and of all other common expenses for the Association's next fiscal year. Expenses growing out of or in connection with the maintenance and operation of the Project may include, among other things the cost of management, special assessments, fire, casualty and public liability insurance, common lighting, landscaping, and care of grounds, repairs, renovations, and painting of Common Areas, social center, recreational facilities, snow removal, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Board under or by reason of this Amended Declaration, the payment of any deficit remaining from a previous period, and the creation of any reasonable contingency or other reserve or surplus fund, as well as all costs and expenses relating to the Project.

11.8.2 Presentation to Owners.

The annual budget shall be presented at a meeting of the Association no less than one month before the commencement of the budget year and unless disapproved at such meeting by a two-thirds vote of the Owners shall become the annual budget for the following fiscal year.

11.8.3 Assessments

Each Owner shall be responsible for paying the prorated share of the annual expenses in monthly installments and all assessments as provided in the notice of assessment. Upon 10 days' notice to the Board and upon payment of a reasonable fee, the Board shall furnish an Owner a statement of account setting forth the amount of the assessments and other charges due or owing from such Owner. All portions of the annual budget shall be assessed to the Owners in proportion to their interest in the Common Areas. The annual assessments shall be payable by the Owners in twelve (12) equal installments with the first installment due on the first day of the budget year and each succeeding installment due at one month intervals thereafter. The Owners shall pay assessments when due without any deduction or claim of any setoff by the Owner against the Association.

Assessments to the Owners for building improvements shall not be made without the approval of 75% of the Owners present at a duly called meeting of the Association. Improvements as used in this paragraph shall be limited to those expenditures exceeding an estimate cost of \$7,500. Expenditures of less than \$7,500 are normal repairs and are not subject to a vote of the Owners prior to assessments.

11.8.4 Adjustment of Assessment

The Board may at any time, up to the close of the budget year, increase or decrease the amount previously fixed as the Annual Budget and adjust the monthly installments

assessed against each Owner accordingly.

11.8.5 Allocation of Some Expenses to Unit Owner

In the event the Owner's use or maintenance or lack of maintenance, causes the Board to incur expenses that benefit only that Owner's unit or the common area directly adjacent to that Owner's unit, the Board may assess those expenses to the Owner whose conduct caused the Board to incur the additional expense.

11.8.6 Interest and Costs of Collection

Each monthly installment of the assessments or any special assessment shall bear interest from its due date at the interest rate established for money due and owing under Idaho Law. All costs of collection of such assessments, including reasonable attorney fees, costs of suit, costs of establish and foreclosing a lien shall also become an obligation of the owner and shall be due and payable at the date the cost is incurred.

11.8.7 Lien Against Condominium

The amount of any assessment together with interest and the costs of collection are secured by a lien upon the Condominium assessed from the time the Board causes a notice of assessment and claim of lien to be recorded with the Bonneville County Recorder's Office. The notice of assessment and claim of lien shall state the amount of the assessment as incurred and anticipate together with the costs incurred in preparing, filing, recording and releasing the lien. The notice of assessment and claim of lien shall also identify the name of the Owner and the description of the Condominium being encumbered with the lien. The Notice of Assessment shall be signed by an Officer or Board member.

11.8.8 No Abandonment

No Owner is exempt from liability for dues or assessment contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of the Owner's Unit. The Owners shall not by act or omission seek to abandon the Condominium status of the Project except as provided in this Amended Declaration or the Act.

11.8.9 Transfer of Reserve Fund

If an Owner transfers an interest in or title to a Condominium to another, the Owner's interest in any Association funds shall be deemed to also have been transferred to the new Owner as an appurtenance to the Condominium.

11.8.10 Transferee Liability

The transferee of an interest in or title to a Condominium shall be jointly and severally liable with the Transferor for all unpaid assessments then owed by the Transferor or thereafter accruing for the Unit.

11.8.11 Priorities.

If a Mortgagee or other purchaser obtains title by reason of a foreclosure of a Mortgage encumbering a Condominium, such purchaser, his successor or assigns, shall not be liable for any assessment by the Board, the notice of lien for which was filed of record in-the

Bonneville County Recorder's Office subsequent to the date when the Mortgage was filed for record in that office. It is understood, however, the previous sentence shall not be construed to prevent the Association from collecting assessments, filing and claiming lien to secure the payment of such assessments, but the Association's claim of lien will be subordinate to the Mortgage. The Association may collect assessments and claim and foreclose liens arising from the assessments against the purchaser from and after the date of the Mortgage foreclosure sale.

11.8.12 Assignment of Rents

For those units that were rented to a third party at the time of this Amended Declaration, or were prior to the adoption of this Amended Declaration and the payment of assessments is delinquent for 30 days, The Association may, at its option, and for so long as a default continues, demand and receive any portion of the rent due or to become due from the tenant and apply the same on the assessments and, to the extent the rent is paid to the Association, the tenant shall be discharged of liability to the owner.

11.8.13 Mortgagee Protection

Notwithstanding other provision of this Article, the liens upon any Condominium created under this Amended Declaration shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage and any purchase money mortgage created by the purchaser, provided that after foreclosure and sale by any such first mortgagee, there may be a lien created to secure all assessments coming due after the date of such foreclosure sale. No amendment of the Declaration or this Amended Declaration shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment. By subordination agreement executed by the Board, the benefits of this paragraph may be extended to mortgagees not otherwise entitled thereto. Any holder of a mortgage which comes into possession of the Condominium pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed-in-lieu-of-foreclosure, shall take the property free of any claims for unpaid assessments or charges the notice of lien for which was filed of record in the Bonneville County Recorder's Office subsequent to the date when such mortgage was filed of record in that office and shall, take free of any claims for unpaid assessments or charges for which no notice of lien has been filed and which have accrued prior to the time when such holder comes into the right of possession of such Condominium, Assessments shall be deemed to accrue and become due monthly and not annually and assessments becoming due subsequent to when the holder of such mortgage comes into the right of possession of the Condominium may be secured by the creation of a lien against such a condominium.

12 Amendment

This Amended Declaration may be amended upon a two-thirds vote of those in attendance at a duly called and constituted special meeting of the Association. Any amendment shall be recorded in the Bonneville County, Idaho, Recorder's Office and shall be accompanied by a certificate of the Secretary of the Association certifying the adoption of said amendment. A copy of any amendment shall be served upon each Owner as provided in the section relating to notice of meetings. Thereafter the amendment shall be binding upon every Owner whether the burdens thereon are

increased or decreased or whether the Owner of a particular Condominium consented thereto, provided, however, unless all holders of mortgage liens and all Owners of Condominiums have given their prior written approval, no amendment shall be made that changes the prorated interest of the Owner in the Common Area.

13 Article XIV Construction.

13.1 Severability

In the event a phrase, sentence, clause, paragraph, section or article of this Amended Declaration should be declared to be invalid, or would operate to render this agreement invalid, this Declaration shall be construed as if such invalid phrase, sentence, clause, paragraph, section or article had not been inserted and the remaining portions of this Amended Declaration shall be given full force and effect in keeping with the intent expressed or intended that can be inferred from a reading of the document.

13.2 Gender and Number

The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall, in all cases, be assumed as though in each case fully expressed.

13.3 Waivers

No provision contained in this Amended Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

13.4 Headings

The topical headings of the articles and paragraphs contained in this Declaration are for convenience only and do not define, limit or construe the contents of the articles or paragraphs or this Declaration.

13.5 Effective Date

This Amended Declaration shall be in effect upon its recording.

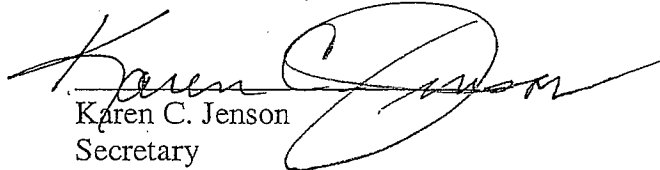
THIS DECLARATION IS RERECORDED TO CORRECT TYPOGRAPHICAL AND SYNTAX ERRORS THAT APPEARED IN THE PREVIOUSLY RECORDED AMENDED DECLARATION.

14 Secretary's Certificate of Amendment

The undersigned, secretary of Three Fountains Owner's Association, does hereby certify as follows:

On November 27, 2006, a special meeting of the Owners of Three Fountains was held. The meeting was the subject of proper notice. A quorum attended the meeting. The foregoing amendment was adopted by the required two-thirds of those present at the special meeting called for the purpose of considering this Amended Declaration.

Dated December 4, 2006,

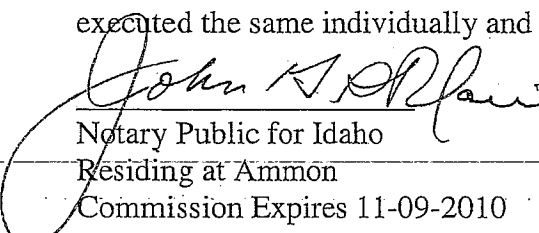

Karen C. Jenson
Secretary

STATE OF IDAHO

ss.

County of Bonneville

On this 4th day of December, in the year 2006, before me John G. St. Clair, personally appeared Karen C. Jenson known or identified to me to be the secretary of Three Fountains Owner's Association, the entity that executed the instrument or the person who executed the instrument on behalf of said association, and acknowledged to me she executed the same individually and on behalf of the said association.


Notary Public for Idaho
Residing at Ammon
Commission Expires 11-09-2010

(SEAL)
JOHN G. ST. CLAIR
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT A

Beginning at a point that is S 21°51'50" W 522.27 feet along the Easterly right-of-way line of Woodruff Avenue from the NW corner of Lot 12, Block 1 of the First Amended Plat of Fairmont Park Addition Divisions No. 1 and 2, of Highland Garden Center Addition, and of Strobel Addition to the City of Idaho Falls, Idaho (Recorder's Certificate No. 426730, recorded January 1972 in book of plats No. 6 at page 12), said point being on the Easterly line of said Woodruff Avenue; and running thence S 21°51'50" W 398.81 feet along said Easterly line to a point of curve with a radius of 20.00 feet and a chord that bears S 23°08'10" E 28.28 feet; thence along said curve 31.42 feet; thence S 69°08'10" E 336.09 feet along the Northerly line of 16th Street to a point of curve with a radius of 90.57 feet and a chord that bears S 78°08'10" E 34.02 feet; thence along said curve 34.23 feet; thence S 89°47'20" E 63.91 feet; thence N 21°46'30" E 259.19 feet; thence N 68°13'30" W 145.67 feet; thence N 21°46'30" E 129.81 feet; thence N 68°08'10" W 302.59 feet to the point of beginning containing 3.85 acres.

ALSO: Beginning at the SW corner of Lot 41, Block 4 of the Second Amended Plat of the Fairmont Park Addition to the City of Idaho Falls, Idaho, and running thence N 21°51'50" E 358.49 feet; thence S 69°08'10" E 125.00 feet; thence S 21°51'50" W 358.49 feet to a point of curve with a radius of 396.25 feet; thence to the left along said curve 20.02 feet; thence N 68°08'10" W 125.51 feet; thence N 21°51'50" E 20.00 feet to the point of beginning containing 1.07 acres.

ALSO: Beginning at a point that is N 21°51'50" E 358.49 feet from the Southwest corner of Lot 41, Block 4 Second Amended plat of the Fairmont Park Add. to the City of Idaho Falls, Idaho and running thence N 21°51'50" E 185.72 feet; thence S 60°38'10" E 126.08 feet; thence S 21°51'50" W 169.26 feet; thence N 68°08'10" W 125.00 feet to the point of beginning containing 0.509 acres.

ALSO: Beginning at a point that is S 21°51'50" W 348.59 feet along the Easterly R-O-W line of Woodruff Ave. from the North west corner of Lot 12, Block 1 of the First Amended Plat of Fairmont Park Addition Divisions No. 1 & 2, Highland Garden Center Add. and of Strobel Add. to the City of Idaho Falls, Idaho and running thence S 21°51'50" W 173.67 feet; thence S 68°08'10" E 278.42 feet; thence N 21°51'50" E 173.67 feet; thence N 68°08'10" W 278.42 feet to the point of beginning containing 0.982 acres.

ALSO: Beginning at the Northwest corner of Lot 12 Block 1 of the First Amended Plat of Fairmont Park Divisions No. 1 & 2, Highland Garden Center Add. and of Strobel Add. to the City of Idaho Falls, Idaho and running thence S 21°51'50" W 522.27 feet and S 68°08'10" E 302.59 feet and S 21°46'30" W 14.81 feet to the true point of beginning; thence S 68°13'30" E 195.04 feet to the East line of said Lot 12, thence S 0°15'30" W 88.81 feet along said East line; thence N 89°47'20" W 88.10 feet; thence N 68°13'30" W 145.67 feet; thence N 21°46'30" E 115.00 feet to the point of beginning containing 0.574 acres.

ALSO: Beginning at a point that is N 21°51'50" E 527.75 feet from the S.E. corner of Lot 41 Block 4 of the Second Amended plat of the Fairmont Park Add. to the City of Idaho Falls, Idaho, and running thence N 60°38'10" W 126.10 feet; thence N 21°51'15" E 177.70 feet to the South line of an 8 foot walkway easement; thence S 68°08'10" E 125.05 feet along said South line; thence S 21°51'50" W 194.16 feet to the point of beginning, containing 0.534 acres.

ALSO: Beginning at a point that is S 21°51'50" W 522.27 feet and S 68°08'10" E 278.42 feet from the N.W. corner of Lot 12 Block 1 of the First Amended Plat of Fairmont Park Add., Divs. No. 1 & 2, Highland

Garden Center Add. and Strobel Add. to the City of Idaho Falls, Idaho and running thence S 68°08'10" E 24.17 feet; thence S 21°46'30" W 14.81 feet; thence S 68°13'30" E 195.04 feet to the East line of said Lot 12; thence N 0°15'30" E 163.06 feet along said East line; thence N 16°50'30" E 121.15 feet along said East line; thence N 68°13'30" W 148.99 feet; thence S 21°46'30" W 257.55 feet to the point of beginning containing 1.078 acres.

ALSO: Beginning at the S.E. corner of Lot 1, Block 1 of Strobel Add. Div. No. 1 to the City of Idaho Falls, Idaho, and running thence N 0°15'30" E 241.10 feet; thence N 89°47'20" W 88.10 feet; thence S 21°46'30" W 259.19 feet; thence S 89°47'20" E 183.16 feet to the point of beginning, containing 0.751 acres.

ALSO: Beginning at a point that is S 67°22'30" E 434.19 feet and S 14°20'11" W 45.48 feet from the N.W. corner of Lot 12 Block 1 of the First Amended Plat of the Fairmont Park Addition Divisions No. 1 and 2 of Highland Garden Center Addition and of Strobel Addition to the City of Idaho Falls, Idaho (Recorder's Certificate No. 426730, recorded January 1972 in Book No. 6, Page 12) running thence S 14°20'11" W 147.57 feet; thence S 47°34'14" W 74.73 feet; thence N 68°13'30" W 148.58 feet; thence S 21°51'50" W 83.88 feet; thence N 68°08'10" W 165.94 feet; thence N 37°29'28" E 146.95 feet; thence S 52°20'32" E 86.62 feet; thence N 21°55'45" E 89.97 feet; thence S 68°04'15" E 42.50 feet; thence N 21°51'50" E 92.14 feet; thence S 67°22'30" E 161.68 feet to the point of beginning containing 1.35 acres.

ALSO: Beginning at the N.W. Corner of Lot 12, Block 1 of the First Amended Plat of Fairmont Park Addition, Divisions No. 1 and 2, Highland Garden Center Addition and of Strobel Addition to the City of Idaho Falls, Idaho, (Recorder's Certificate No. 426730, recorded January, 1972 in Book 6, Page 12) and running thence S 67°22'30" E 434.19 feet; thence S 14°20'11" W 45.48 feet; thence N 67°22'30" W 161.68 feet; thence S 21°51'50" W 92.14 feet; thence N 68°04'15" W 42.50 feet; thence S 21°55'45" W 89.97 feet; thence N 52°20'32" W 86.62 feet; thence S 37°39'28" W 146.95 feet; thence N 68°08'10" W 112.48 feet; thence N 21°51'50" E 343.59 feet to the point of beginning, containing 1.864 acres.

ALSO: Beginning at the N.W. Corner of Lot 41, Block 4 of the Second Amended Plat of the Fairmont Park Addition to the City of Idaho Falls, Idaho, and running thence S 89°54'50" E 114.70 feet; thence S 0°05'10" W 1.69 feet to a point of curve with a radius of 60.56 feet; thence to the right along said curve 23.02 feet; thence S 21°51'50" W 353.50 feet; thence N 68°08'10" W 125.05 feet; thence N 27°40'05" E 229.06 feet; thence N 18°48'35" E 96.13 feet; thence N 0°05'10" E 11.98 feet to the point of beginning.

THREE FOUNTAINS

AN IDAHO CONDOMINIUM PROJECT

LOCATED IN THE S.W. COR. OF SEC. 21, T.2N., R.38E.B.M.

PHASE NO. 1

PREPARED BY:
DAVID E. BENTON & ASSOCIATES
CONSULTING ENGINEERS

IDAHO FALLS
IDAHO

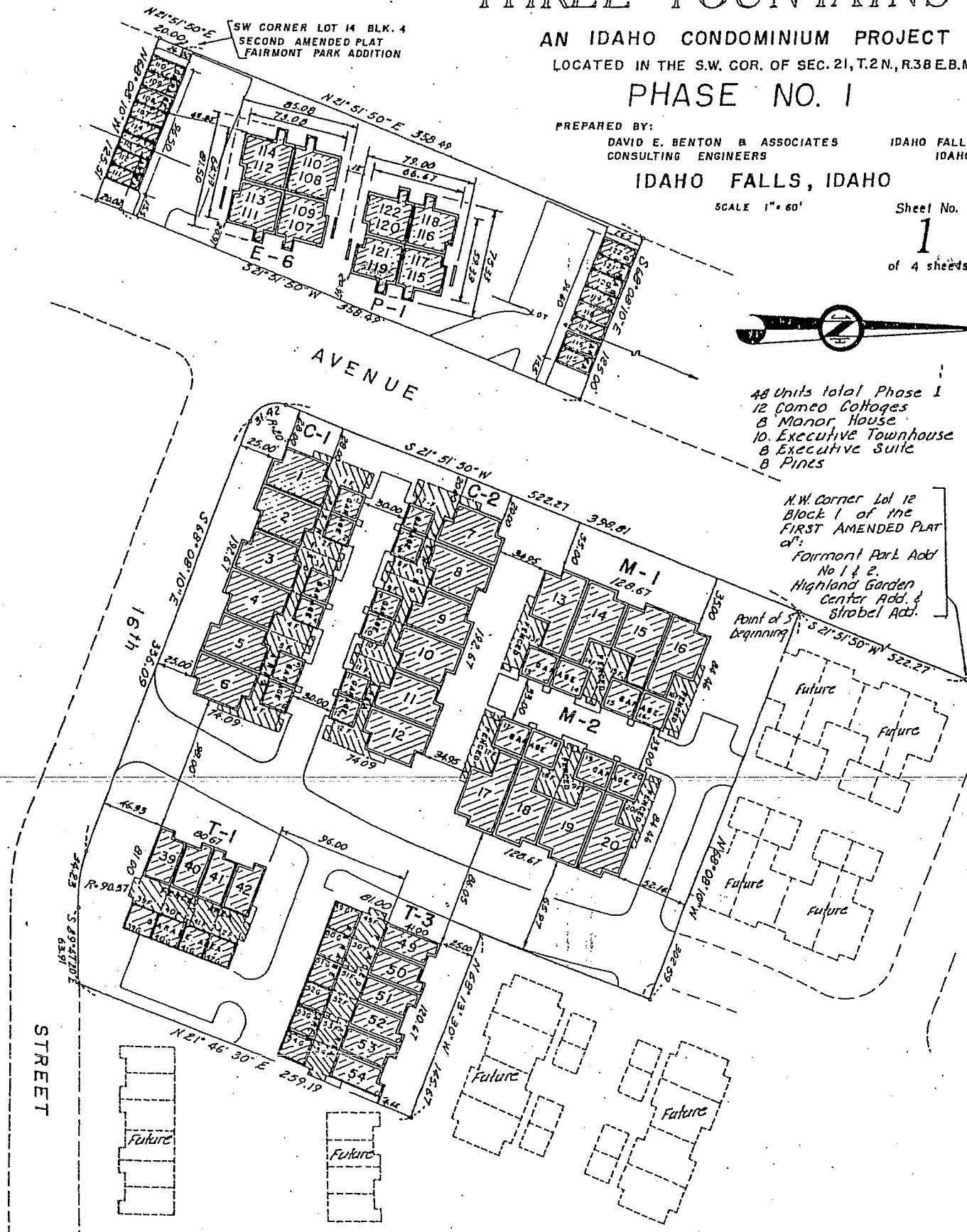
IDAHO FALLS, IDAHO

SCALE 1" = 60'

Sheet No.

1

of 4 sheets



48 Units total Phase 1
 12 Cameo Cottages
 8 Manor House
 10 Executive Townhouse
 8 Executive Suite
 8 Pines

N.W. Corner Lot 12
 Block 1 of the
 FIRST AMENDED PLAT
 of:
 Fairmont Park Add.
 No 1 & 2.
 Highland Garden
 Center Add. &
 Strobel Add.

While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey.

LAND TITLE CO.
 Idaho Falls, Idaho

THREE FOUNTAINS

AN IDAHO CONDOMINIUM PROJECT
 LOCATED IN THE S.W. COR. OF SEC. 21, T.2N., R.38E., M.
 PHASE NO. 1 & 2

While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a resurvey.

LAND TITLE CO.
 Idaho Falls, Idaho

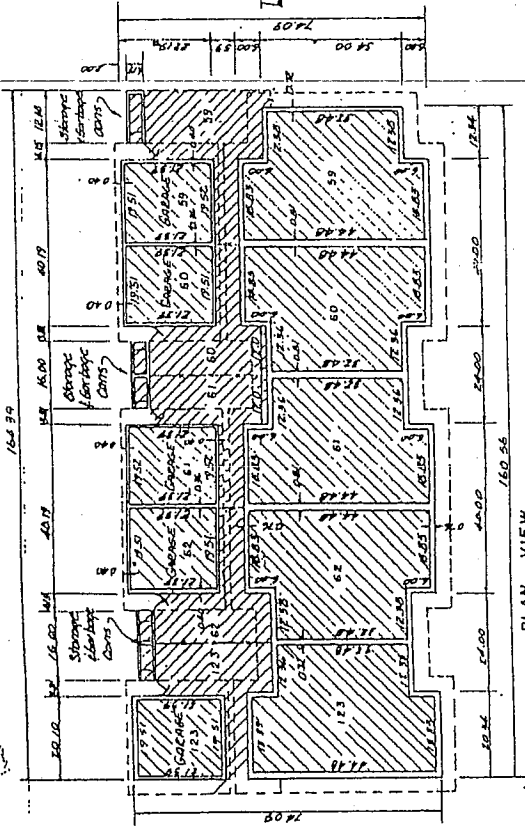
THE CAMEO

Building No.	Apartments in sequence
C-3	53 60 61 62 115

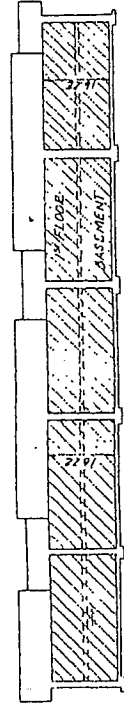
WALL THICKNESS	0.72 feet (Sides)
Outside walls	0.81 feet
Walls between units	0.36 feet
Walls to Garage	0.40 feet
Outside Garage walls	0.36 feet (Front and Rear)
Outside walls	0.36 feet

IDAHO FALLS, IDAHO

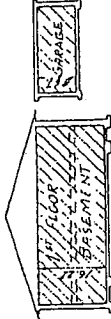
Sheet No. **2**
 of 4 sheets



PLAN VIEW



FRONT ELEV.

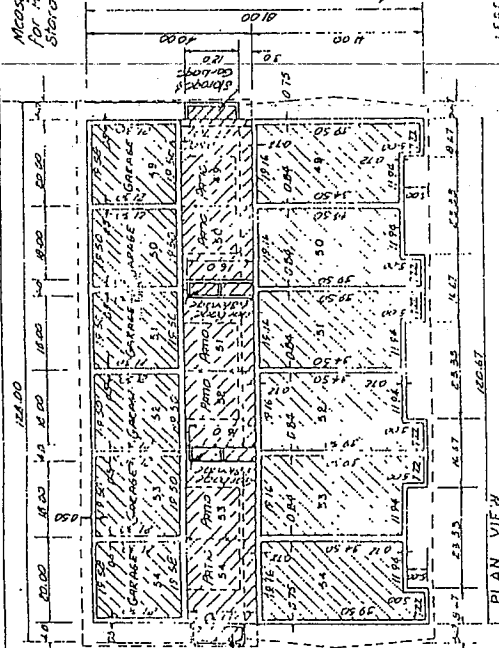


THE TOWNHOUSE

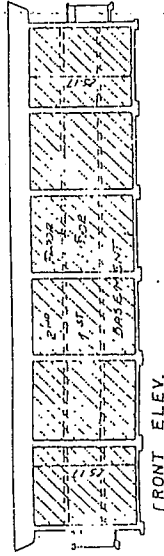
Measurements for Apts. & Storage Units

WALL THICKNESS	0.75 feet
Outside walls	0.84 feet
Walls between units	0.36 feet
Garage walls	0.50

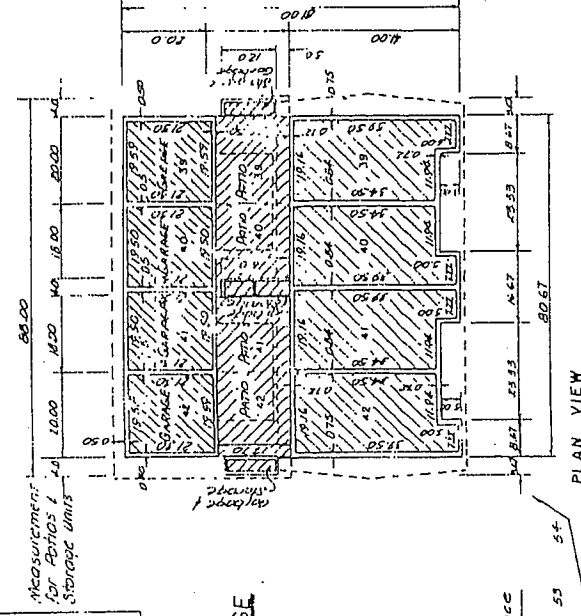
Building No.	Apartments in sequence
T-3	49 50 51 52 53 54
T-1	39 40 41 42



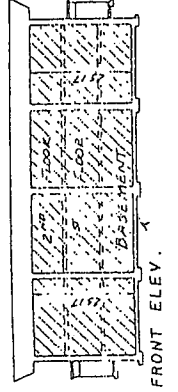
PLAN VIEW



FRONT ELEV.



PLAN VIEW



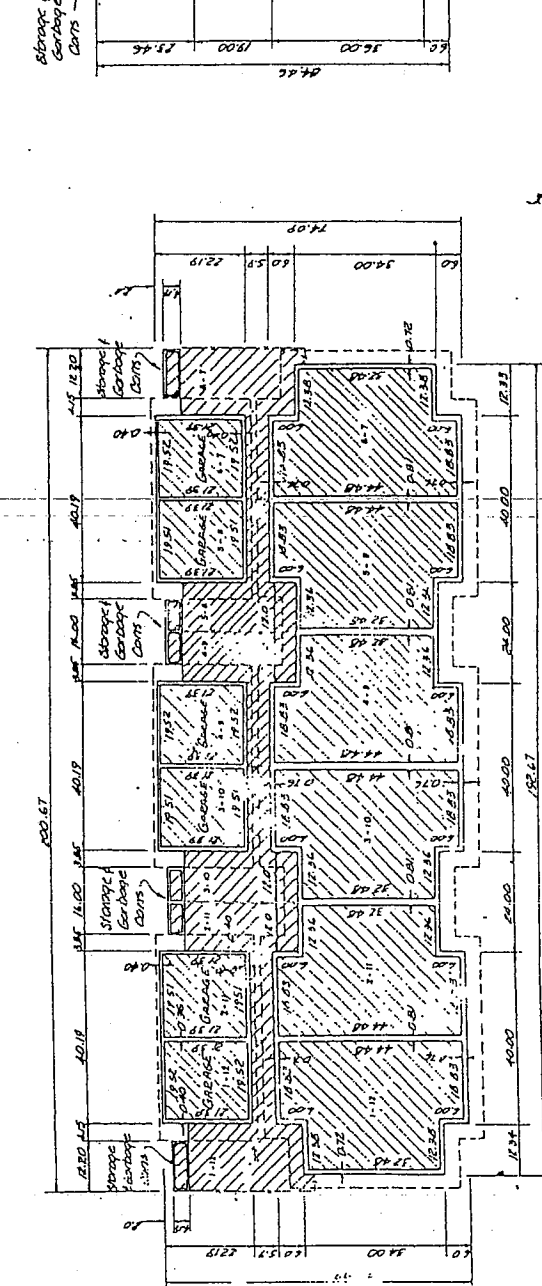
FRONT ELEV.

- LEGEND
- All interior dimensions are to finished surfaces.
 - All cross-hatched areas on this page indicate separate ownership.
 - All elevations shown are Idaho Falls City Base.
- Roof Lines
 --- Separate ownership
 --- Common area
 --- FENCES
 --- Concrete area

RECORD OF SURVEY MAP
THREE FOUNTAINS
 AN IDAHO CONDOMINIUM PROJECT
 LOCATED IN THE SW COR. OF SEC. 21, T.2 N., R.36 E. B.M.
 PHASE NO. 1 & 2

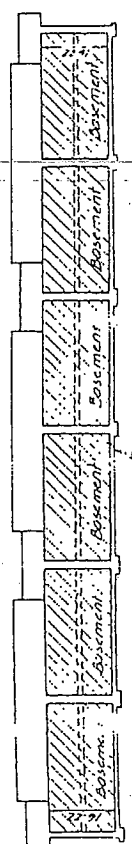
IDAHO FALLS, IDAHO
 Sheet No. **3**
 of 4 sheets

THE CAMERO



PLAN VIEW

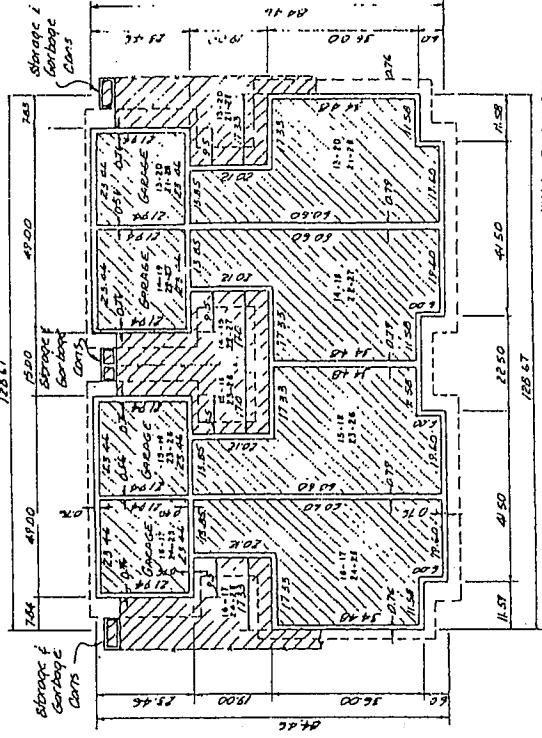
WALL THICKNESS
 Outside and inside walls — 0.72 feet
 Walls between units — 0.81 feet
 Walls between wings — 0.96 feet
 Outside garage walls — 0.40 feet
 Outside walls, front and back — 0.76 feet



FRONT ELEV.

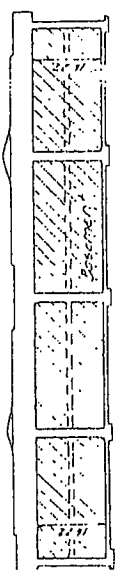
Building		Apartments in sequence					
C-1	1	12	3	4	5	6	
C-2	7	8	9	10	11	12	

THE MANOR HOUSE



PLAN VIEW

WALL THICKNESS
 Outside walls — 0.76 feet
 Walls between units — 0.81 feet
 Garage & Garage — 0.40 feet
 Garage — 0.57 feet



FRONT ELEV.

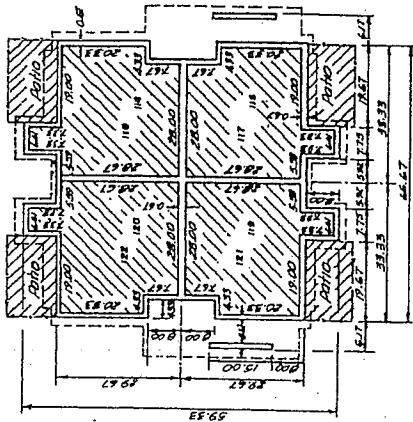
Building		Apartments in sequence					
C-1	13	14	15	16	17	18	
C-2	19	20	21	22	23	24	
M-1	25	26	27	28			

While this is a photographic reproduction of the recorded plot, the Company assumes no liability for variations, if any, with a re-survey.
 LAND TITLE CO.
 Idaho Falls, Idaho

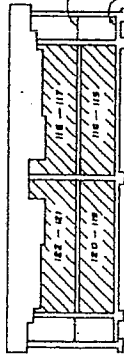
EXHIBIT "A"
THREE FOUNTAINS
 AN IDAHO CONDOMINIUM PROJECT
 LOCATED IN THE S.W. COR. OF SEC. 21, T.2N, R.38E.
 PHASE NO. 1

IDAHO FALLS IDAHO

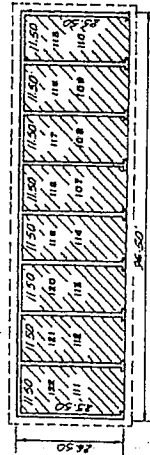
Sheet No. **4**
 of 4 sheets



PLAN VIEW



FRONT ELEV.

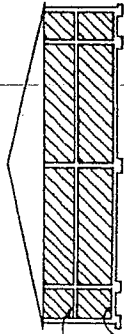


PLAN VIEW



FRONT ELEV.

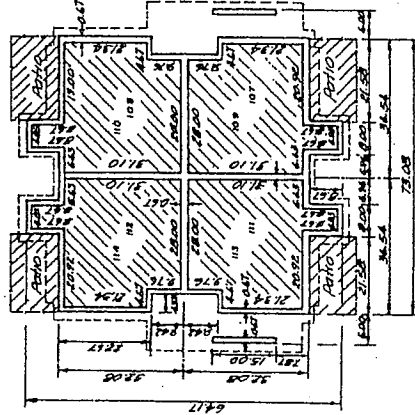
GARAGES - THE PINES & EXECUTIVE "1200"



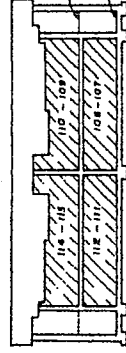
SIDE ELEV.

PINES NO. 8.
 E-G NO. 8.

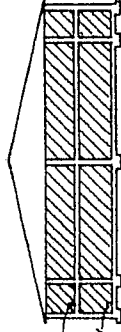
Note: Garage walls = 0.50 ft incl. all angles.



PLAN VIEW



FRONT ELEV.



SIDE ELEV.

LEGEND

1. All interior dimensions are to finished surfaces
2. All cross-hatched areas on this page indicate separate ownership.
3. All elevations shown are to Idaho Falls, city base.
4. --- Roof lines
5. [Cross-hatched pattern] Separate ownership.
6. [Hatched pattern] Common area
7. --- Fences

While this is a photographic reproduction of the recorded plan, the Company assumes no liability for vendors, if any, with a re-survey.
 LAND TITLE CO.
 Idaho Falls, Idaho

This sketch is made solely for the purpose of assisting in locating the premises. The Company assumes no liability for alleged loss or damage which result from reliance on this map.

EXHIBIT "A" RECORD OF SURVEY MAP

THREE FOUNTAINS

AN IDAHO CONDOMINIUM PROJECT
 LOCATED IN THE S.W. COR. OF SEC. 21, T. 2 N., R. 38 E. B.M.

PHASE NO. 2

IDAHO FALLS, IDAHO

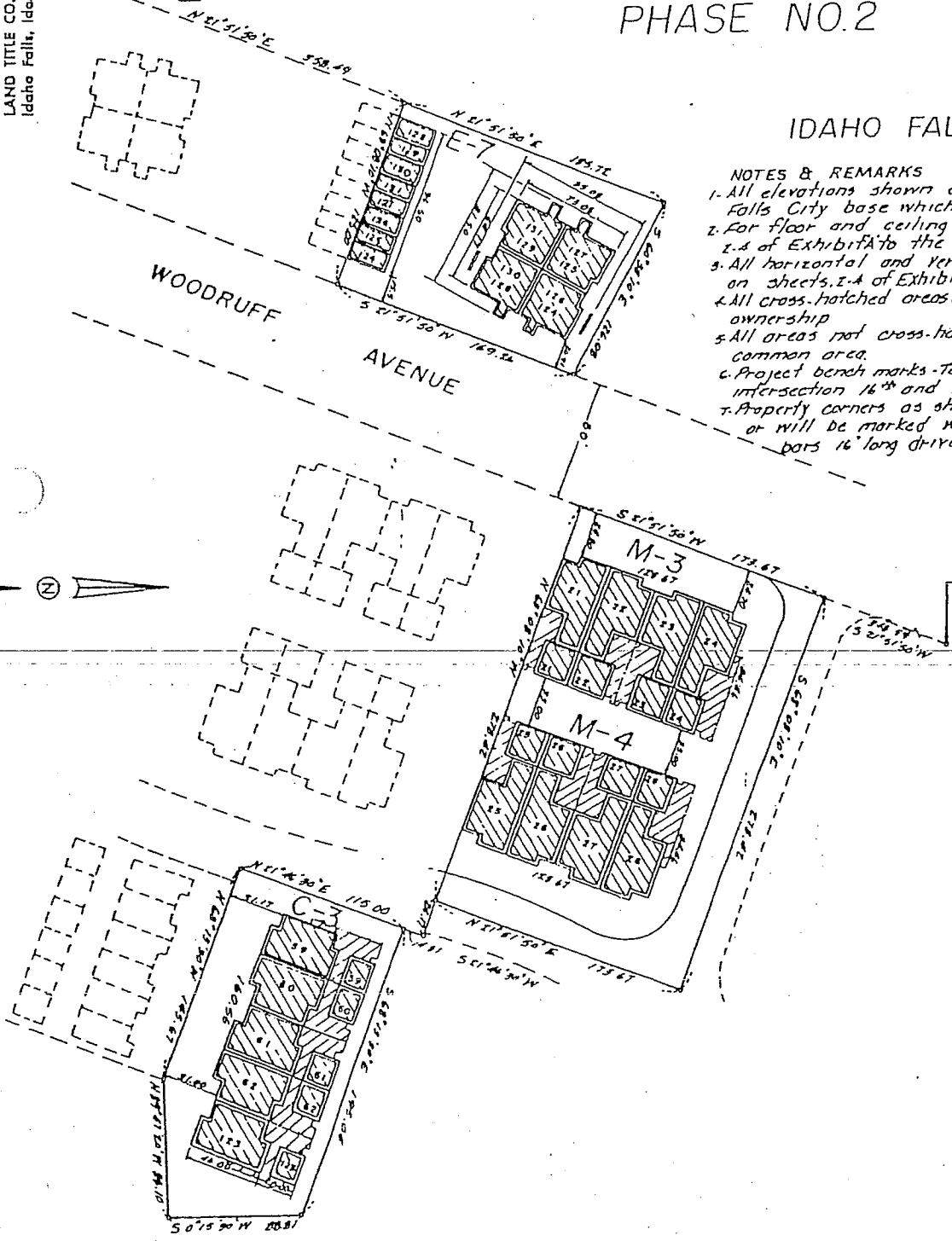
NOTES & REMARKS

1. All elevations shown on this page are Idaho Falls City base which is sea level datum.
2. For floor and ceiling elevations see sheets, 2-A of Exhibit A to the Declaration.
3. All horizontal and vertical dimensions are shown on sheets, 2-A of Exhibit A to the Declaration.
4. All cross-hatched areas on this page are separate ownership.
5. All areas not cross-hatched on this page are common area.
6. Project bench marks - Top nut on Fire Hydrant at intersection 16th and Woodruff - 23.26
7. Property corners as shown by small circles have or will be marked with 1/2" round reinforcing bars 16" long driven flush with finish grade.

LAND TITLE CO.
 Idaho Falls, Idaho

S.W. CORNER LOT 41 BLK 4
 SECOND AMENDED PLAT
 FAIRMONT PARK ADDITION

N.W. CORNER LOT 12 BLOCK 1
 OF THE FIRST AMENDED
 PLAT OF:
 FAIRMONT PARK ADD. NO. 1 & 2
 HIGHLAND GARDEN CENTER ADD.
 & STROBEL ADD.



THREE FOUNTAINS

AN IDAHO CONDOMINIUM PROJECT
 LOCATED IN THE S.W. COR. OF SEC. 21, T.2 N., R.38 E. 1/4 M.
 PHASE NO. 1 & 2

While this is a photographic reproduction of the recorded plan, the Company assumes no liability for variations, if any, with a surveyor's original plan.
 LAND TITLE CO.
 Idaho Falls, Idaho

IDAHO FALLS, IDAHO

SHEET NO.

2

of 4 sheets

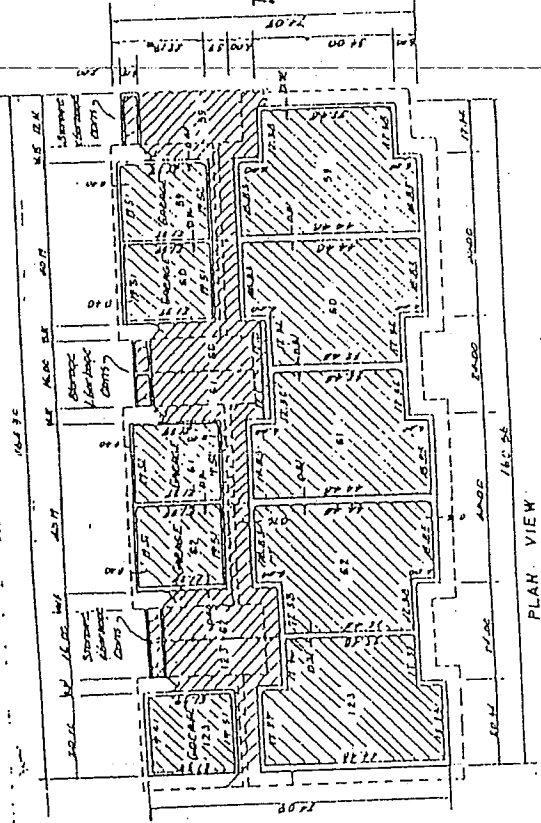
THE CAMEO

Building No. C-3

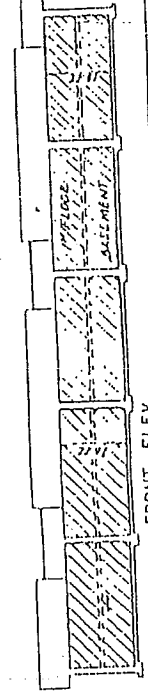
Apartment in Sequence 59 60 61 62 112

WALL THICKNESS

- Outside walls — 0.75 feet (Sides)
- Walls between units — 0.81 feet
- Garage to garage — 0.86 feet
- Outside Garage walls — 0.80 feet
- Outside walls — 0.75 feet (Front and Rear)



PLAN VIEW

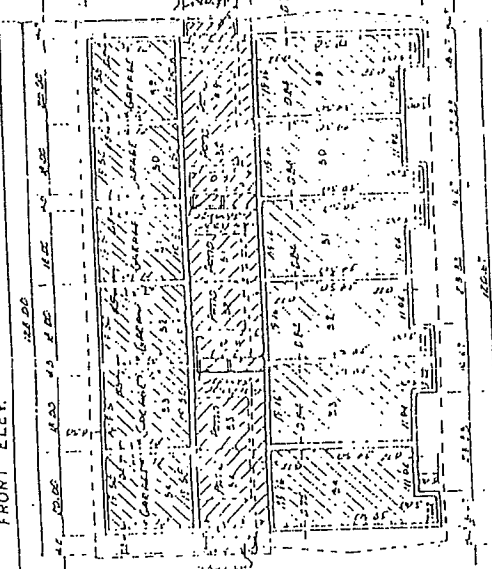


FRONT ELEV.

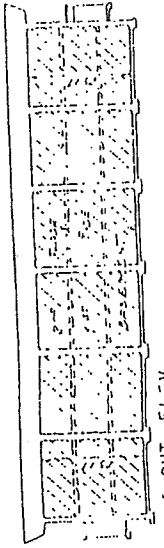
THE TOWNHOUSE

- WALL THICKNESS
- Outside walls — 0.75 feet
- Walls between units — 0.86 feet
- Garage walls — 0.80 feet

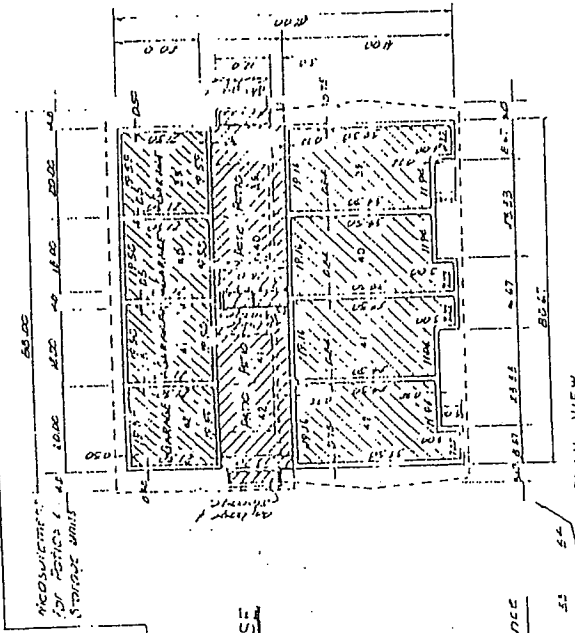
MEASUREMENTS FOR FOUNDATIONS STORAGE UNIT



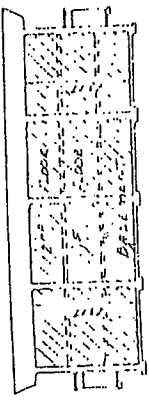
PLAN VIEW



FRONT ELEV.



PLAN VIEW



FRONT ELEV.

- ALL INTERIOR DIMENSIONS ARE TO FINISHED SURFACES.
- ALL CROSS HATCHED AREAS ON THIS PAGE INDICATE SEPARATE OWNERSHIP.
 - ALL DIMENSIONS SHOWN ARE IDAHO FALLS C.I. EDGE.

LEGEND
 --- FINISHED SURFACES
 --- SEPARATE OWNERSHIP
 --- COMMON AREAS
 --- FENCES

This sketch is made solely for the purpose of settling in locating loss or damages which result from reliance on this map. The Company assumes no liability for the purpose of settling in locating loss or damages which result from reliance on this map.

EXHIBIT "A" RECORD OF SURVEY MAP

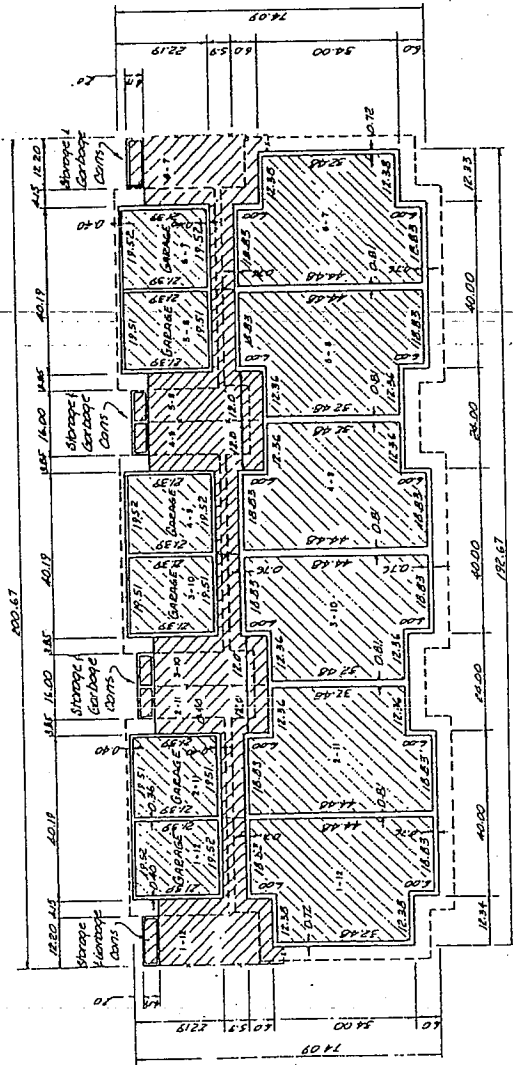
THREE FOUNTAINS

AN IDAHO CONDOMINIUM PROJECT
 LOCATED IN THE SW. COR. OF SEC. 21, T.2N., R.38E.B.M.
 PHASE NO. 1 & 2

This sketch is made solely for the purpose of assisting in locating the premises. The Company assumes no liability for alleged loss of damage which result from reliance on this map.

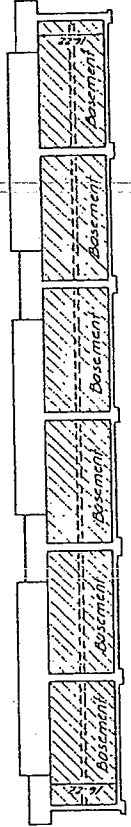
IDAHO FALLS, IDAHO Sheet No. **3**
 of 4 sheets

THE CAMEO



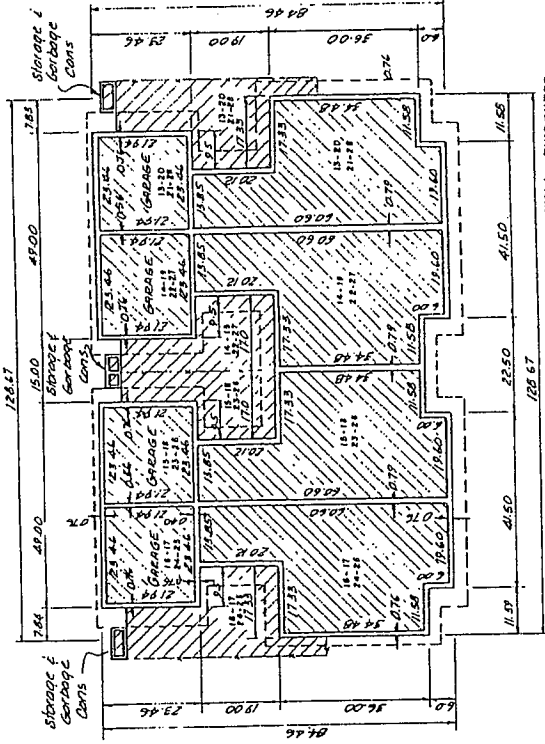
PLAN VIEW

WALL THICKNESS
 Outside end unit walls — 0.72 feet
 Walls between units — 0.81 feet
 Walls between garages — 0.96 feet
 Outside Garage walls — 0.60 feet
 Outside walls, front and back — 0.75 feet



FRONT ELEV.	Building No.	Apartments in sequence
C-1	1	2
C-2	7	6
		3
		4
		5
		10
		11
		12

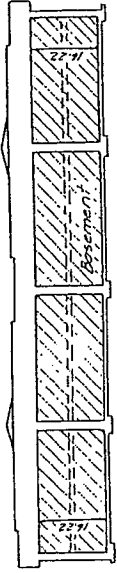
THE MANOR HOUSE



PLAN VIEW

WALL THICKNESS
 Outside walls — 0.75 feet
 Walls between units — 0.77 feet
 Garage to Garage — 0.56 feet
 Garage to GEN. — 0.40 feet

SIDE ELEV.



FRONT ELEV.	Building No.	Apartments in sequence
A1-1	13	18
A1-2	17	15
A1-3	21	20
A1-4	25	24
		2
		21
		27
		28

While this is a photographic reproduction of the recorded plan, the Company assumes no liability for variations, if any, with a re-survey.
 LAND TITLE CO.
 Idaho Falls, Idaho

EXHIBIT 'A' RECORD OF SURVEY MAP

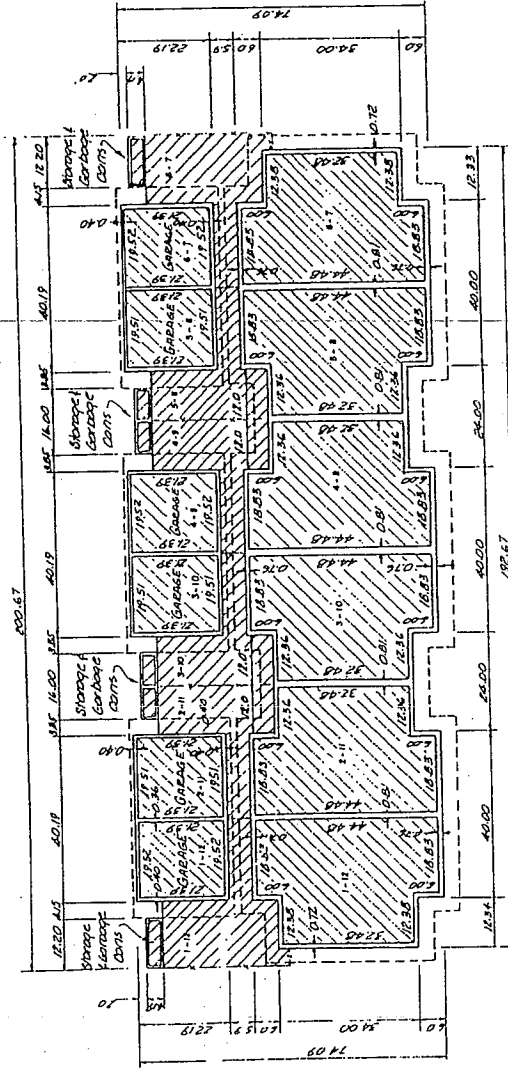
THREE FOUNTAINS

AN IDAHO CONDOMINIUM PROJECT
 LOCATED IN THE S.W. COR. OF SEC. 21, T.2 N., R.38 E. B.M.
 PHASE NO. 1 & 2

This sketch is made solely for the purpose of assisting in locating the premises. The Company assumes no liability for clerical loss of names which result from reliance on this map.

IDAHO FALLS, IDAHO
 Sheet No. **3**
 of 4 sheets

THE CAMEO

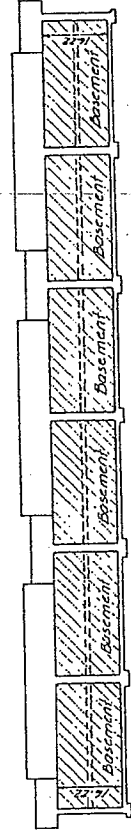


While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey.

LAND TITLE CO.
 Idaho Falls, Idaho

PLAN VIEW

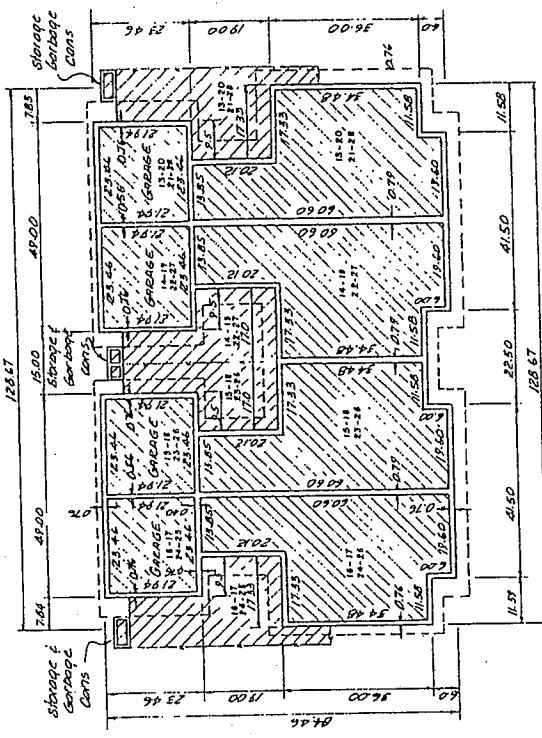
- WALL THICKNESS
- Outside and unit walls — 0.12 feet
 - Walls between units — 0.31 feet
 - Walls between Garages — 0.40 feet
 - Outside Garage walls — 0.40 feet
 - Outside walls, front and back — 0.76 feet



FRONT ELEV.

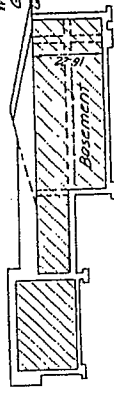
Building No.	Apartments in sequence					
C-1	1	2	3	4	5	6
C-2	7	8	9	10	11	12

THE MANOR HOUSE

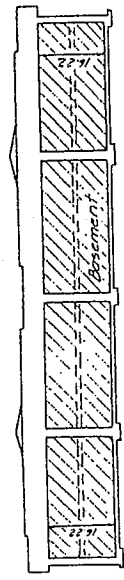


PLAN VIEW

- WALL THICKNESS
- Outside walls — 0.12 feet
 - Walls between units — 0.31 feet
 - Garage to Garage — 0.40 feet



SIDE ELEV.



FRONT ELEV.

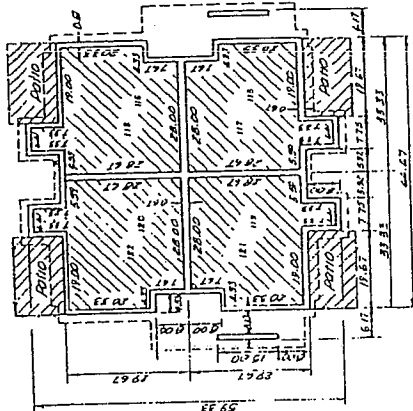
Building No.	Apartments in sequence					
M-1	13	14	15	16	17	18
M-2	19	20	21	22	23	24
M-3	25	26	27	28	29	30
M-4	31	32	33	34	35	36

EXHIBIT 'A'
THREE FOUNTAINS
 AN IDAHO CONDOMINIUM PROJECT
 LOCATED IN THE SW. COR. OF SEC. 21, T2N, R3BE.
 PHASE NO. 1

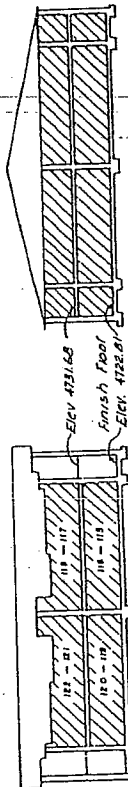
IDAHO FALLS IDAHO

Sheet No. **4**
 of 4 sheets

This sketch is made solely for the purpose of assisting in locating the premises. The Company assumes no liability for alleged loss or damages which result from reliance on this map.

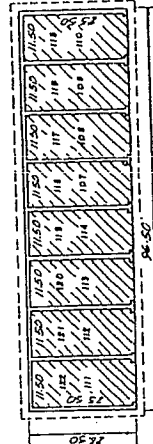


PLAN VIEW



FRONT ELEV.

THE PINES

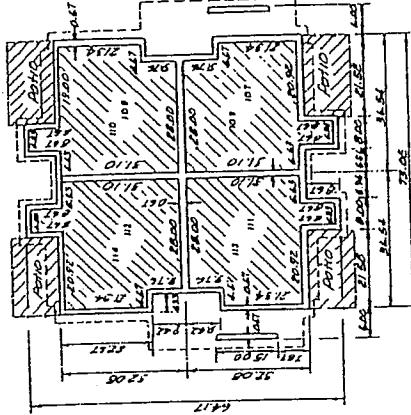


PLAN VIEW

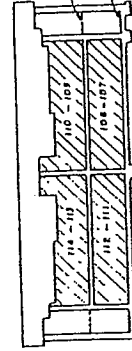


FRONT ELEV.

GARAGES — THE PINES & EXECUTIVE "1200"

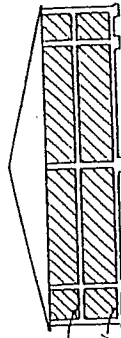


PLAN VIEW



FRONT ELEV.

EXECUTIVE "1200"



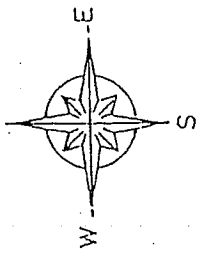
SIDE ELEV.

LEGEND

1. All interior dimensions are to finished surfaces
2. All cross-hatched areas on this page indicate separate ownership.
3. All elevations shown are to Idaho Falls, City Base.
4. --- Roof Lines
5. [Hatched Box] Separate ownership
6. [White Box] Common area
7. --- FENCES

PINES NO. 1
 P-4 NO. 1
 Note: Garage width = 0.50' final
 all notes.

While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey. LAND TITLE CO. Idaho Falls, Idaho



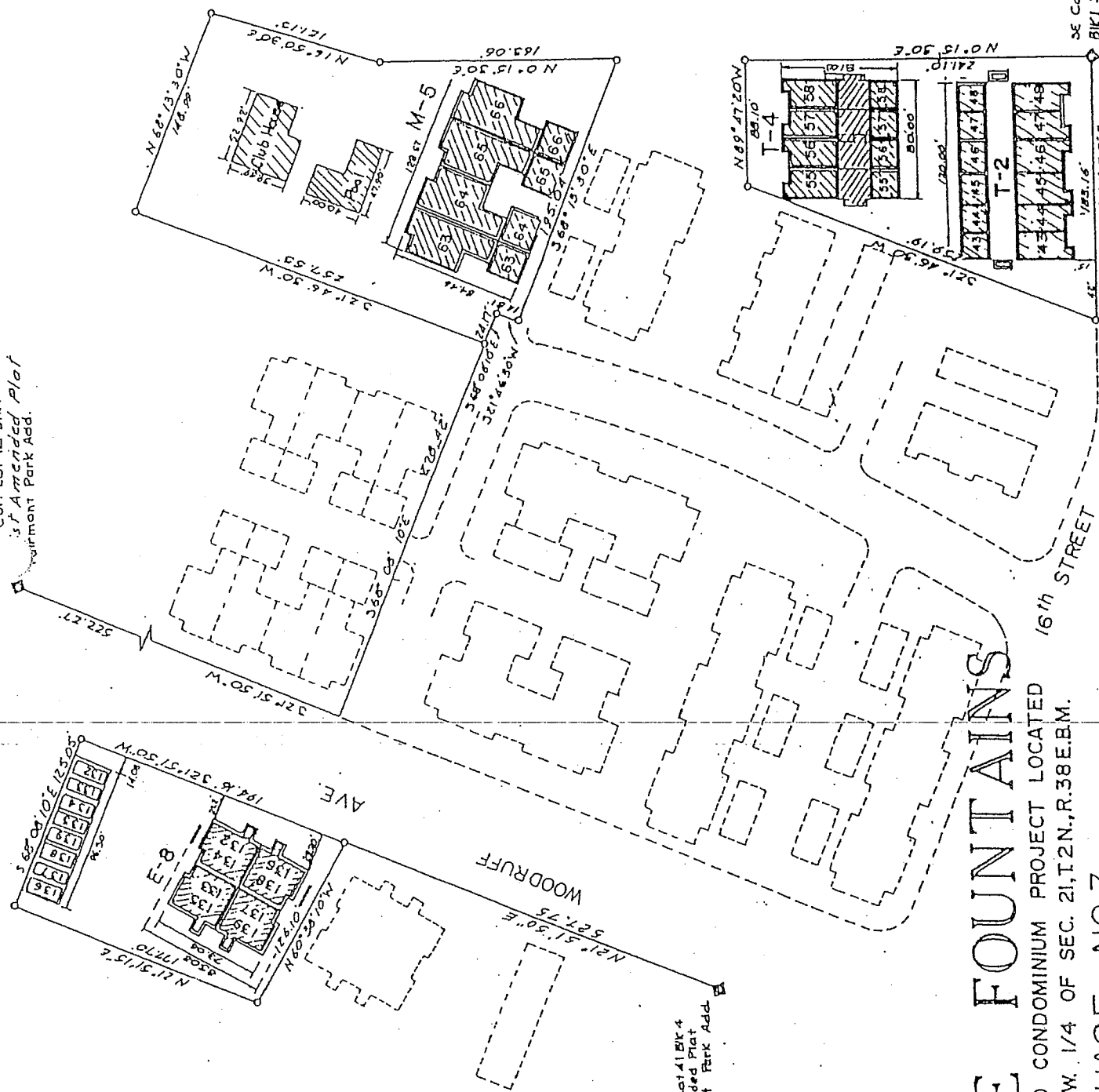
While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey.

LAND TITLE CO.
Idaho Falls, Idaho

SE Cor. Lot 12 Bk 4
2nd Amended Plat
Fairmont Park Add.

Cor. Lot 12 Bk 1
3rd Amended Plat
Fairmont Park Add.

SE Cor. Lot 1
Bk 1 Strabel
Add. Dr. 1

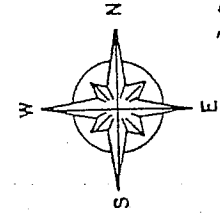


THREE FOUNTAINS

AN IDAHO CONDOMINIUM PROJECT LOCATED
IN THE S.W. 1/4 OF SEC. 21, T.2N., R.38E.B.M.

PHASE NO. 3

SHEET NO. 1 OF 2 SHEETS



WOODRUFF AVE.
DRIVE

NW COR. LOT 12
BLK. 1
1st AMENDED PLAT
FAIRMONT PARK ADD.

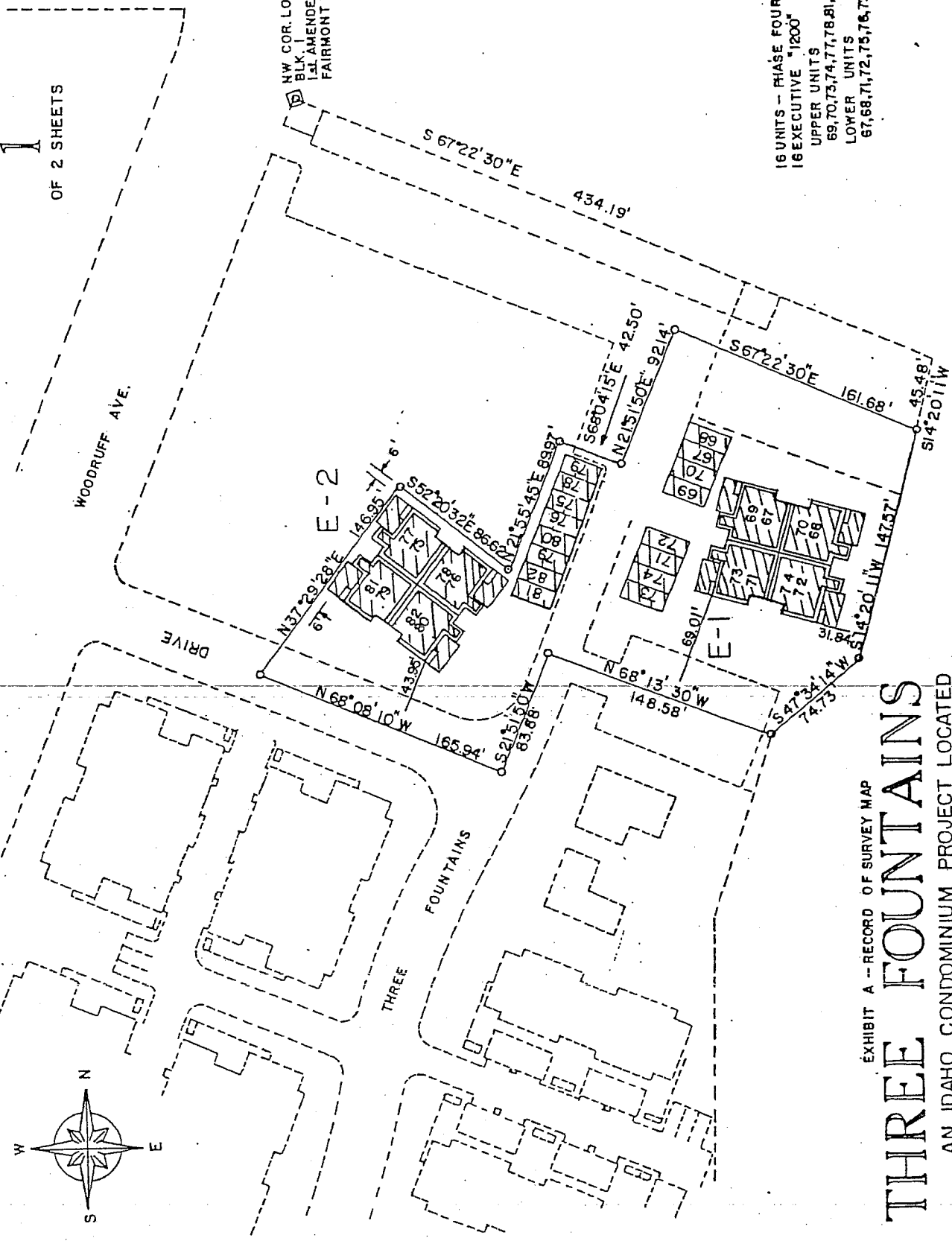
16 UNITS - PHASE FOUR
16 EXECUTIVE "1200"
UPPER UNITS
69, 70, 73, 74, 77, 78, 81, 82
LOWER UNITS
67, 68, 71, 72, 75, 76, 79, 80

While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey.

LAND TITLE CO.
Idaho Falls, Idaho

EXHIBIT A -- RECORD OF SURVEY MAP
THREE FOUNTAINS
AN IDAHO CONDOMINIUM PROJECT LOCATED
IN THE SW. 1/4 OF SEC. 21, T.2N., R.38E.B.M.

PHASE NO. 4



I, DAVID E. BENTON, a Registered Professional Engineer in the State of Idaho, holding License No. 722 do hereby certify that I have surveyed the following described tract of land.

UNITS E-1 and E-2

Beginning at a point that is S 67°22'30" E 454.19 feet and S 14°20'11" W 45.48 feet from the N.W. corner of Lot 12 Block 1 of the First Amended Plat of the Fairmont Park Addition Divisions No. 1 and 2 of Highland Garden Center Idaho (Book No. 6, Survey No. 429250), recorded January 1972 (Book No. 6, Survey No. 429250), recorded January 1972 (Book No. 6, Survey No. 429250), thence S 47°32'14" W 75.14 feet; thence S 47°32'14" W 75.14 feet; thence N 68°13'30" W 148.58 feet; thence S 21°51'50" W 65.98 feet; thence N 68°08'10" W 165.94 feet; thence N 31°25'28" E 146.95 feet; thence S 82°20'32" E 86.62 feet; thence N 21°51'50" E 92.14 feet; thence S 67°22'30" E 161.66 feet to the point of beginning containing 1.35 acres.

David E. Benton
David E. Benton
P.E., Idaho Lic. No. 722
Date 1-19-88

OWNER'S CERTIFICATE
(Consent to Record)

The Undersigned, G.H.G. INVESTMENT CO., INC., on Idaho Corporation, owner of the land described herein—Three Fountains Condominium Project, do hereby make this certificate by authority of a resolution of the board of directors, that said corporation has caused a survey to be made and this Exhibit "A" Record of Survey Map, consisting of two sheets to be prepared, and that said corporation hereby consents to the recordation hereof pursuant to the Idaho Condominium Property Act.

In witness whereof, the undersigned have duly signed this certificate 26th day of January, 1988
G.H.G. INVESTMENT CO., INC.
Pres. Richard H. Galloway
Sec. Joseph H. Galloway

ACKNOWLEDGEMENT
S.S.

State of Idaho
County of Bonneville)
On this 26th day of January, 1988 before me, the undersigned Notary Public in and for said state, personally appeared Richard H. Galloway and Joseph H. Galloway; known to me to be the President and Secretary respectively of the G.H.G. Investment Co., Inc., an Idaho Corporation, executed the same.
In witness whereof, I have hereto set my hand and affixed my official seal.

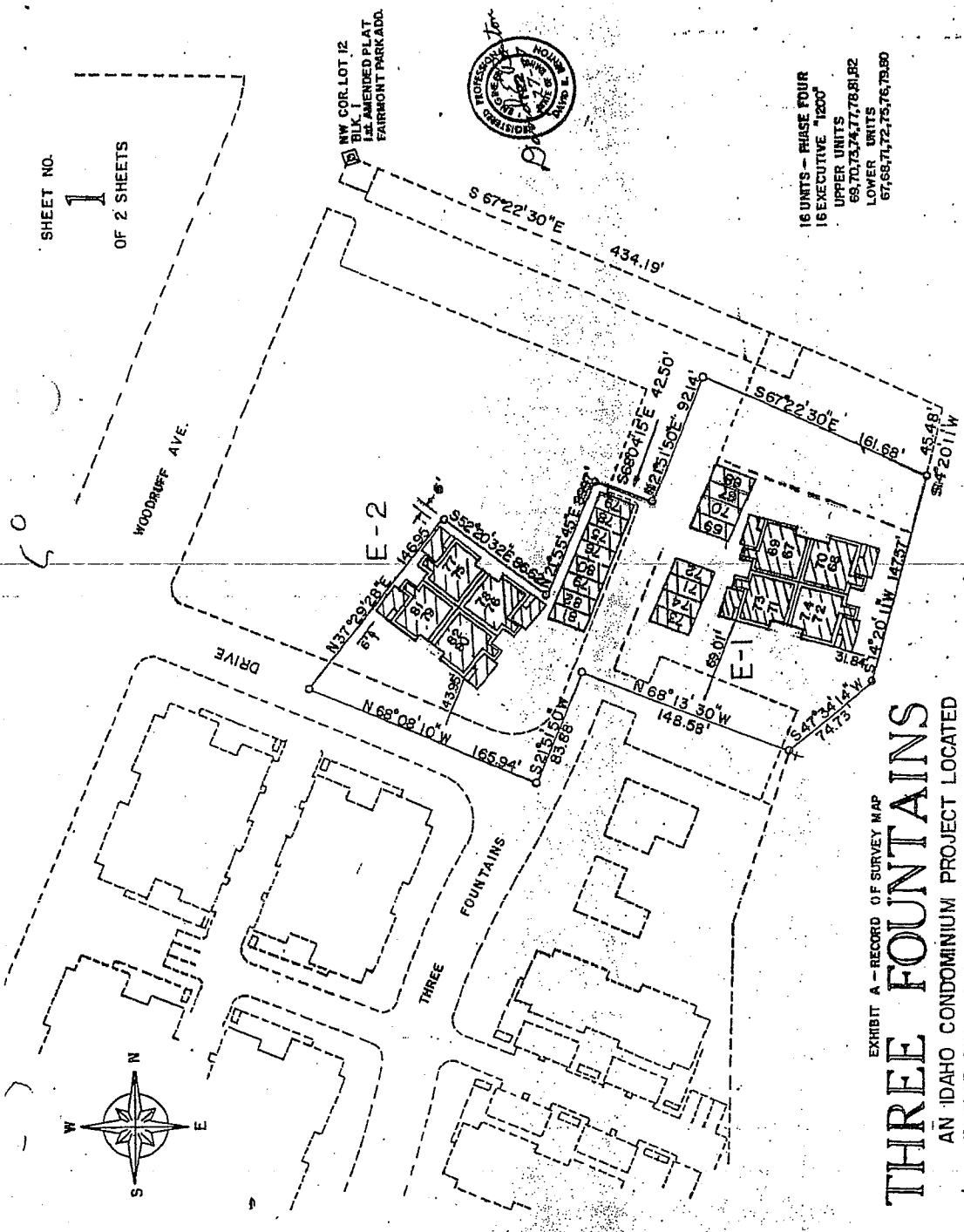
My commission expires 10-24-87
David E. Benton
Notary Public
Idaho Falls, Idaho

RECORDER'S CERTIFICATE

Recorder's No. 571398
State of Idaho
County of Bonneville
Recorded and filed at the request of G.H.G. Investment Co.
Inc., Date 2-4-88 Time 10:37 A.M. Fee 55.00

Shirley S. Benton
Bonneville County Recorder

SHEET NO. 1
OF 2 SHEETS



16 UNITS - PHASE FOUR
16 EXECUTIVE "1200"
UPPER UNITS
69,70,73,74,77,78,81,82
LOWER UNITS
67,68,71,72,75,76,79,80

- NOTES:
- 1) All elevations shown are Idaho Falls city base
 - 2) See Sheet No. 2 for floor and ceiling elevations, and horizontal and vertical dimensions
 - 3) All cross-hatched areas are separate ownership
 - 4) All areas not cross-hatched are common area
 - 5) Project BH Top nut firehydrant at intersection 16th St & Woodruff Ave. 4723.26
 - 6) All property corners (small circles) have or will be marked with 16" iron bars driven flush with finish grade

THREE FOUNTAINS
AN IDAHO CONDOMINIUM PROJECT LOCATED
IN THE SW. 1/4 OF SEC. 21, T.2N, R.38E, BM.

PHASE NO. 4

DAVID E. BENTON & ASSOCIATES
CONSULTING ENGINEERS
IDAHO FALLS, IDAHO
SCALE 1" = 50'

THREE FOUNTAINS
PHASE 4
571398
1-4

K.W. Corner Lot 12
 Block 1 of the First
 Amended Plat of Fairmont
 Park Addition, Div. No. 1 and 2

While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey.
 LAND TITLE CO.
 Idaho Falls, Idaho

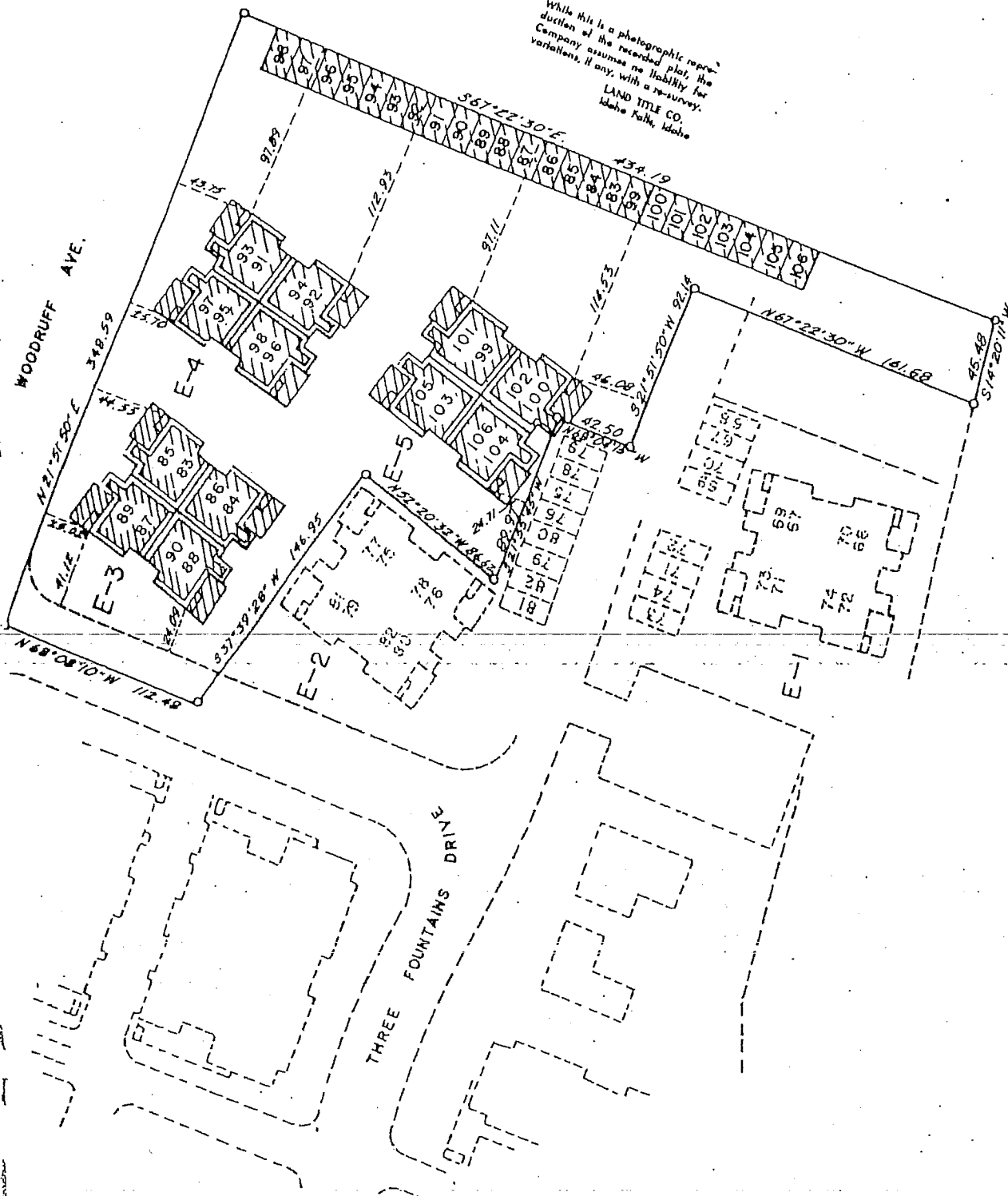


EXHIBIT A - RECORD OF SURVEY MAP
THREE FOUNTAINS
 AN IDAHO CONDOMINIUM PROJECT LOCATED
 IN THE SW 1/4 OF SEC. 21, T.2N., R.38 E.B.M.

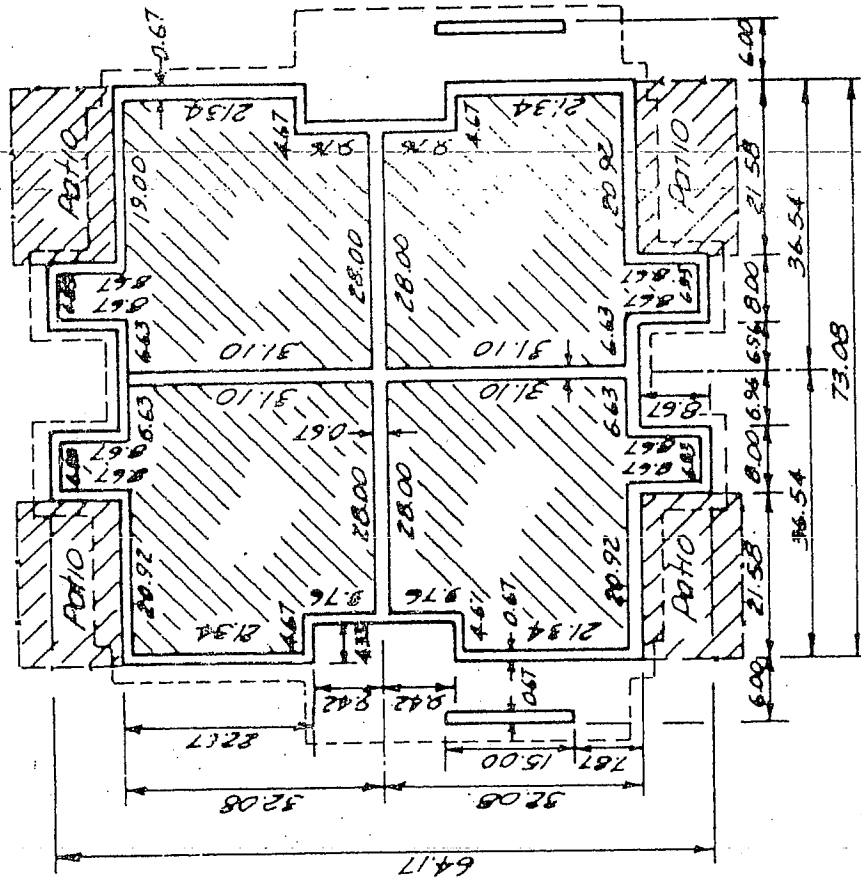
EXHIBIT "A" RECORD OF SURVEY MAP
THREE FOUNTAINS

AN IDAHO CONDOMINIUM PROJECT
 LOCATED IN THE SW COR. OF SEC. 21, T2N, R58EBM
PHASE NO. 6

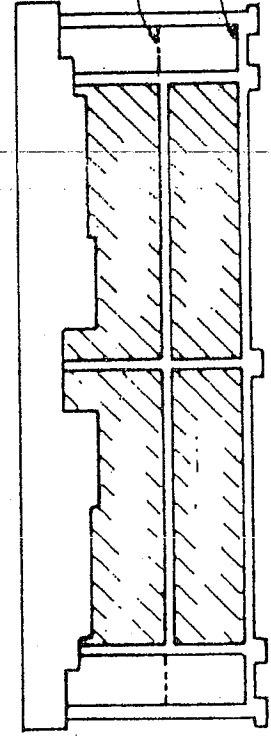
PREPARED BY:
 DAVID E BENTON & ASSOCIATES IDAHO FALLS IDAHO
 CONSULTING ENGINEERS
 IDAHO FALLS, IDAHO
 SCALE 1" = 60'

While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey.

FIRST AMERICAN TITLE COMPANY
 Idaho Falls, Idaho 83401

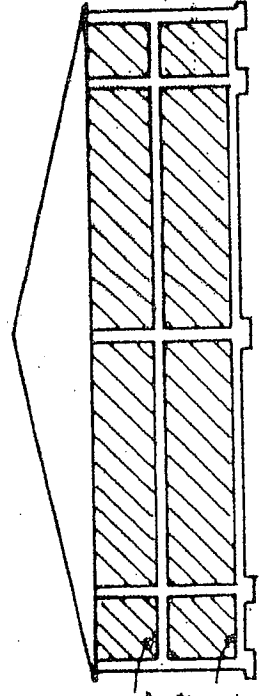


PLAN VIEW



FRONT ELEV.

EXECUTIVE "1200"



SIDE ELEV.

Elev.
 E-9 = 4734.72
 E-10 = 4733.18
 E-9 = 4726.75
 E-10 = 4726.71

EXHIBIT "A" 51138
THREE FOUNTAINS
 AN IDAHO CONDOMINIUM PROJECT

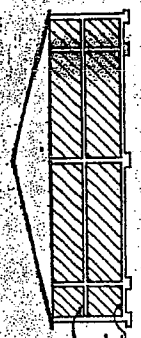
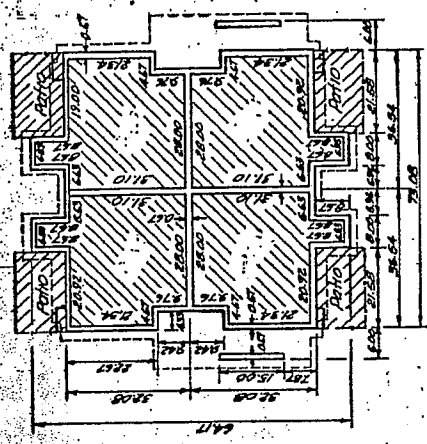
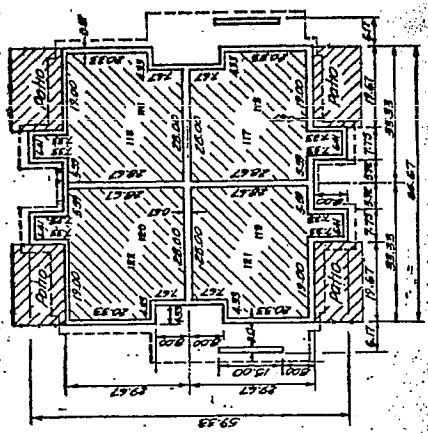
LOCATED IN THE SW COR. OF SEC. 21, T.2 N., R.38 E.
 PHASE NO. 1, 2, 3, & 4

PREPARED BY: DAVID E. BENTON & ASSOCIATES BOBO FALLS IDAHO
 CONSULTING ENGINEERS

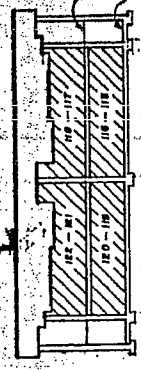
IDAHO FALLS IDAHO

RECORDERS NO. _____ SCALE 1" = 20'
 State of Idaho
 County of Bonneville
 Recorded and filed of the
 request of SILVER INVESTMENT CO.
 Date: 12-31-77 Time 4:51. Book - 51138
 Fee \$150.
 All Done By Bob B.
 Bonneville County Recorder

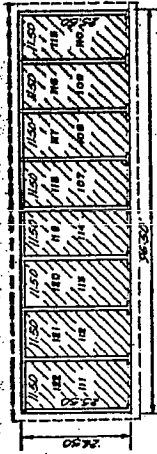
CERTIFICATION
 I hereby certify that the building dimensions
 and elevations shown on this sheet & of 4 sheets
 Three Fountains are Idaho Condominium Project, are
 or will be as shown herein
 Date: Jan 26, 1978
 David E. Benton
 Idaho License No. 722



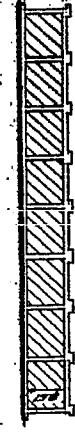
SIDE ELEV.



FRONT ELEV.
 THE PINES



PLAN VIEW



FRONT ELEV.

GARAGES - THE PINES & EXECUTIVE "1200"

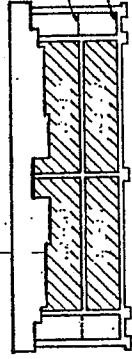
BUILDING ELEVATION CHART

BUILDING NO.	BASEMENT FLOOR	BASEMENT CEILING	FIRST FLOOR	FIRST FLOOR CEILING	SECOND FLOOR	SECOND FLOOR CEILING
E-6			4723.15	4731.25	4742.25	4750.35
E-7			4723.08	4731.95	4742.95	4751.07
E-8			4723.89	4731.97	4743.00	4751.08
E-1			4723.50	4731.98	4743.42	4748.50
E-1			4725.64	4734.02	4743.06	4751.14
E-2			4723.82	4731.90	4743.94	4749.02

LEGEND

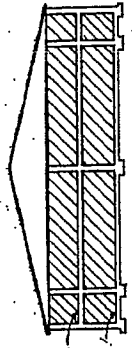
- All interior dimensions are to finished surfaces
- All cross-hatched areas on this page indicate separate ownership
- All elevations shown are to Bobo Falls, City Base.
- Roof Lines
- ▨ Separate ownership
- Common area
- Fences

PLAN VIEW



FRONT ELEV.

EXECUTIVE "1200"



SIDE ELEV.

EXHIBIT C

PHASE NOS. 1, 2, 3, 4, 5, & 6

<u>CONDOMINIUM NO.</u>	<u>PERCENTAGE OWNERSHIP ON GENERAL COMMON AREAS</u>
1	.8857077
2	.8857077
3	.8857077
4	.8857077
5	.8857077
6	.8857077
7	.8857077
8	.8857077
9	.8857077
0	.8857077
11	.8857077
12	.8857077
13	.8857077
14	1.001684
15	1.001684
16	1.001684
17	1.001684
18	1.001684
19	1.001684
20	1.001684
21	1.001684
22	1.001684
23	1.001684
24	1.001684
25	1.001684
26	1.001684
27	1.001684
28	1.001684

<u>CONDOMINIUM NO.</u>	<u>PERCENTAGE OWNERSHIP ON GENERAL COMMON AREAS</u>
39	.765499
40	.765499
41	.765499
42	.765499
43	.765499
44	.765499
45	.765499
46	.765499
47	.765499
48	.765499
49	.765499
50	.765499
51	.765499
52	.765499
53	.765499
54	.765499
55	.765499
56	.765499
57	.765499
58	.765499
59	.857077
60	.857077
61	.857077
62	.857077
63	1.001684
64	1.001684
65	1.001684
66	1.001684
67	.569385
68	.569385
69	.569385
70	.569385
71	.569385

CONDOMINIUM

PERCENTAGE OWNERSHIP
ON GENERAL COMMON
AREAS

72	.569385
73	.569385
74	.569385
75	.569385
76	.569385
77	.569385
78	.569385
79	.569385
80	.569385
81	.569385
82	.569385
83	.569385
84	.569385
85	.569385
86	.569385
87	.569385
88	.569385
89	.569385
90	.569385
91	.569385
92	.569385
93	.569385
94	.569385
95	.569385
96	.569385
97	.569385
98	.569385
99	.569385
100	.569385
101	.569385
102	.569305
103	.569385
104	.569385

CONDOMINIUM

PERCENTAGE OWNERSHIP
ON GENERAL COMMON
AREAS

105	.569385
106	.569385
107	.569385
108	.569385
109	.569385
110	.569385
111	.569385
112	.569385
113	.569385
114	.569385
115	.506067
116	.506067
117	.506067
118	.506067
119	.506067
120	.506067
121	.506067
122	.506067
123	.857077
124	.569385
125	.569385
126	.569385
127	.569385
128	.569385
129	.569385
130	.569385
131	.569385
132	.569385
133	.569385
134	.569385
135	.569385
136	.569385
137	.569385
138	.569385
139	.569385

CONDOMINIUM

PERCENTAGE OWNERSHIP
ON GENERAL COMMON
AREAS

140	.569385
141	.569385
142	.569385
143	.569385
144	.569385
145	.569385
146	.569385
147	.569385
148	.569385
149	.569385
150	.569385
151	.569385
152	.569385
153	.569385
154	.569385
155	.569385



ARTICLES OF INCORPORATION (Non-Profit)

(Instructions on back of application)

The undersigned, in order to form a Non-Profit Corporation under the provisions of Title 30, Chapter 3, Idaho Code, submits the following articles of incorporation to the Secretary of State.

Article 1: The name of the corporation shall be:

Three Fountains Owner's Association, Inc.

Article 2: The purpose for which the corporation is organized is:

Manage the condominium project known as Three Fountains in Idaho Falls, Idaho

Article 3: The street address of the registered office is: K. Dale Leatham

and the registered agent at such address is: 1401 Three Fountains Drive, Idaho Falls, ID 83404

Article 4: The board of directors shall consist of no fewer than three (3) people. The names and addresses of the initial directors are:

K. Dale Leatham, 1471 Three Fountains Drive, Idaho Falls, ID 83404

C. Wyn Bowman, 1461 Three Fountains Drive, Idaho Falls, ID 83404

See attached for list of additional initial directors

Article 5: The name(s) and address(es) of the incorporator(s):

K. Dale Leatham, 1471 Three Fountains Drive, Idaho Falls, ID 83404

C. Wyn Bowman, 1461 Three Fountains Drive, Idaho Falls, ID 83404

See attached for list of additional incorporators

Article 6: The mailing address of the corporation shall be:

P. O. Box 3247, Idaho Falls, ID 83403

Article 7: The corporation (does does not) have voting members.

Article 8: Upon dissolution the assets shall be distributed:

To a charitable organization having status under Section 501(c) of the Internal Revenue Code. No part of the profits of the corporation may inure to the benefit of any individual or for profit entity.

Signatures of all incorporators:

	K. Dale Leatham TypedName: _____
	C. Wyn Bowman TypedName: _____
	Karen C. Jensen TypedName: _____
	Jim B. Carson TypedName: _____
	Marilee Price TypedName: _____

Customer Acct #:

(if using pre-paid account)

Secretary of State use only

g:\corp\forms\corp_forms\letsinc\profit.p65
Revised 07/2002

Additional Directors

Karen C. Jenson, 1401 Three Fountains Drive, Idaho Falls, ID 83404
Jim B. Carson, 1475 Three Fountains Drive, Idaho Falls, ID 83404
Merilee Price, 1515 Three Fountains Drive, Idaho Falls, ID 83404

Additional Incorporators

Karen C. Jenson, 1401 Three Fountains Drive, Idaho Falls, ID 83404
Jim B. Carson, 1475 Three Fountains Drive, Idaho Falls, ID 83404
Merilee Price, 1515 Three Fountains Drive, Idaho Falls, ID 83404