

unit. No such allowed pets shall be permitted to run at large, nor shall any dogs, cats or pets be kept, bred or raised for commercial purposes or in unreasonable numbers. No Rottweilers, Pit Bulls or Canary Island dogs are permitted within the Project. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof, and owners shall be responsible for removal of wastes of their animals. All allowed pets shall be carried or kept on a leash while outside a unit. No pet shall be permitted to cause or create a nuisance or unreasonable disturbance or noise. The Board may adopt additional, reasonable regulations designed to minimize damage and disturbance to other owners and occupants, including regulations requiring damage deposits, waste removal, leash controls, noise controls, and occupancy limits based on size and facilities of the units. A unit owner may be required to remove a pet upon receipt of the third notice in writing from the board of directors of violations of any rule, regulation or restriction governing pets within the Project, or immediately in the case of a safety or health hazard.

(f) **Exterior lighting or noisemaking devices and antennas.** Except with the consent of the board of directors of the Association, no exterior lighting or noisemaking devices shall be installed or maintained on any unit. Seasonal holiday lighting and decorations may be permitted provided they are consistent with any applicable rules and regulations and if removed within 30 days after the celebrated holiday. Exterior antennas, satellite receiver and transmission dishes and other communication devices shall not be permitted to be placed upon the general common areas, and may not be placed on any unit or limited common area except in accordance with rules established by the board.

(g) **Windows, decks, and outside walls.** In order to preserve the attractive appearance of the Project the board of directors of the Association may regulate the nature of items that may be placed in or on unit windows, decks, and the outside walls so as to be visible from other units, the common areas, or outside the Project. Garments, rugs, laundry, sheets, reflective surfaces and other similar items may not be hung from windows, facades, or decks of units. Only gas barbeques are permitted on decks.

(h) **Leasing and rental of units.** There is no restriction on the right of any unit owner to lease or rent such owner's unit.

(i) **Signs.** No signs may be attached to the outside of the building or displayed to public view, except signs used by Declarant to advertise units for sale or lease, or signs otherwise approved by the Board of Directors and in compliance with governmental regulations. Identification signs may be placed on the doors or adjacent walls of units only if authorized by regulations relating to size and appearance that may be adopted by the Association.

(j) **Trash.** No part of any unit or any part of the common areas shall be used or maintained as a dumping ground for rubbish, trash, garbage, recycling materials or other waste. No garbage, trash, recycling materials or other waste shall be kept or maintained on any part of the property, except in sanitary containers in the designated areas.

(k) **Smoking.** No smoking is permitted within indoor common areas.

(l) **Association rules and regulations.** In addition, the board of directors from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the units and common areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property, including, without limitation, establishment of reasonable administrative fees, such as fees for new owner set-up and owner's packet, move-in and move-out fees, etc. Any action by the board adopting, modifying or revoking any rule or regulation may be overruled by (1) a vote of not less than 75 percent of the voting rights present, in person or by proxy, at any meeting, the notice of which shall have stated that such adoption, modification or revocation of rules and regulations will be under consideration, or (2) by Declarant so long as Declarant owns any unit. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the secretary promptly to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery.

7.6 **Abatement and Enjoining of Violations.** The violation of any provision of the Declaration or these Bylaws, of any rule or regulation adopted pursuant to these Bylaws, or of any decision of the Association made pursuant to such documents, shall give the board of directors, acting on behalf of the Association, the right, in addition to any other rights set forth in these Bylaws, to do any or all of the following after giving written notice and an opportunity to be heard:

(a) to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the board of directors shall not thereby be deemed guilty of any manner of trespass, provided, however, that judicial proceedings shall be instituted before any items of construction may be altered or demolished; or

(b) to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings; or

(c) to levy reasonable fines; or

(d) to terminate the right to receive utility services paid for out of assessments or the right of access to and use of recreational and service facilities of the Project until the correction of the violation has occurred.

The offending unit owner shall be liable to the Association for a reasonable administrative fee as established by the board of directors and all costs and attorneys' fees incurred by the Association, whether or not legal proceedings are instituted and including attorneys' fees at trial, in arbitration or on appeal or petition for review, together with any expense incurred by the Association in remedying the default, damage incurred by the Association or unit owners, or fines so levied. Such sums shall be assessed against the offending unit as an assessment and enforced as provided in Article 5. In addition, any aggrieved unit owner may bring an action against such other unit owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Article 8**INSURANCE**

8.1 **Types of Insurance.** For the benefit of the Association and as trustee for each of the unit owners, the board of directors shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance:

(a) **Property Damage Insurance.**

(1) The Association shall maintain a policy or policies of insurance covering loss or damage from fire, with standard extended coverage and "all risk" endorsements, and such other coverages as the Association may deem desirable.

(2) The amount of the coverage shall be for not less than one 100 percent of the current replacement cost of the units and common areas (exclusive of land, foundation, excavation and other items normally excluded from coverage), subject to a maximum deductible of the lesser of \$10,000 or one percent of the policy amount.

(3) The policy or policies shall include all fixtures and building service equipment to the extent that they are part of the common areas and all personal property and supplies belonging to the Association, together with all fixtures, improvements and alterations comprising a part of each unit.

(4) Such policy or policies shall name the Association as insured, and shall provide for loss payable in favor of the Association, as a trustee for each unit owner and each such unit owner's mortgagee, as their interests may appear. The policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution) that is commonly accepted by institutional mortgage investors in Idaho.

(b) **Liability Insurance.**

(1) The Association shall maintain comprehensive general liability insurance coverage insuring the Declarant, the Association, the board of directors, the unit owners and the managing agent, against liability to the public or to the owners of units and of common areas, and their invitees or tenants, incident to the operation, maintenance, ownership or use of the property, including legal liability arising out of lawsuits related to employment contracts of the Association. There may be excluded from such policy or policies coverage of a unit owner (other than as a member of the Association or board) for liability arising out of acts or omission of such unit owner and liability incident to the ownership and/or use of the part of the property as to which such unit owner has the exclusive use or occupancy.

(2) Limits of liability under such insurance shall not be less than One Million Dollars on a combined single limit basis.

(3) Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement wherein the rights of named insured under

the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

(c) **Workers' Compensation Insurance.** The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.

(d) **Fidelity Insurance.**

(1) The Association shall maintain fidelity insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association has retained a management agent, such agent shall maintain fidelity insurance for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The cost of such insurance shall be at the expense of the Association.

(2) The total amount of fidelity insurance coverage required shall be based upon the best business judgment of the board of directors. In no event, however, may the aggregate amount of such insurance be less than the sum equal to three months' aggregate assessments on all units plus reserve funds.

(3) Such fidelity insurance shall name the Association as obligee and shall contain waivers by the issuers of the insurance of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that it may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days' prior written notice to the Association and each servicer on behalf of the Federal National Mortgage Association ("FannieMae").

(e) **Directors' and Officers' Liability Insurance.** The Association shall maintain a policy of directors' and officers' liability insurance with coverage in the amount of not less than One Million Dollars, subject to a reasonable deductible.

(f) **Insurance by Unit Owners.** The Association has no responsibility to procure or assist in procuring property loss insurance for any owner or tenant for (i) damage to a unit or limited common areas not covered by the Association's policy (because of the deductible amount or because the claim for loss or damage is one not covered by fire and property loss insurance policies required by these Bylaws or held by the Association); or (ii) for any damage or loss to the owner's or tenant's personal property. Owners must be responsible for purchasing insurance policies insuring their units and appurtenant limited common areas for the deductible amount under the Association's policies and for insuring their own personal property for any loss or damage. Proof of such insurance coverage must be provided to the Association by the unit owner. Tenants must be responsible for insuring their own personal property for any loss or damage. The Association shall notify all owners of the amount of the deductible under the Association policies. To the extent reasonably practicable, the Association shall give at least 30 days' notice to the owners of any increase in the deductible proposed in renewal or replacement insurance policies. Owners and tenants of all units must procure and maintain comprehensive liability policies having combined limits in amounts reasonably set by the Board of Directors no

more often than every three years. Such insurance must provide coverage for, without limitation, the negligent acts of the owner and tenant and their guests or other occupants of the unit for damage to the general and limited common areas and other units and the personal property of others located therein.

8.2 **Other Insurance Requirements.** Insurance obtained by the Association shall be governed by the following requirements:

(a) All policies shall be written with the State of Idaho or a company licensed to do business in the State of Idaho acceptable to FannieMae which falls into a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance Reports – International Edition, an "A" or better rating in Demotech's Hazard Insurance Financial Stability Ratings, a "BBBq" qualified solvency ratio or a "BBB" or better claims—paying ability rating in Standard and Poor's Insurer Solvency Review, or a "BBB" or better claims – paying ability in Standard and Poor's International Confidential Rating Service.

(b) Notwithstanding the provisions of Section 8.1 above, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement, or any successor to such trustee. Such insurance trustee shall have exclusive authority to negotiate losses under any property or liability insurance policy. Each unit owner appoints the Association, or any insurance trustee or substitute trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance including: the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purchase. The Association or insurance trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for unit owners and their first mortgage holders, as their interests may appear.

(c) All property insurance policies shall contain a "Special Condominium Endorsement" or its equivalent providing for the following: recognition of any Insurance Trust Agreement, a waiver of the right of subrogation against unit owners individually, that the insurance is not prejudiced by any act or neglect of individual unit owners that is not in the control of such owners collectively, and that the policy is primary in the event the unit owner has other insurance covering the same loss.

(d) For purposes of this article, insurance policies are unacceptable where (i) under the terms of the insurance carrier's charter, bylaws or policy, contributions or assessments may be made against FannieMae, the designee of FannieMae, the Association or unit owners, or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members, or (iii) policy includes any limiting clauses (other than insurance conditions) that could prevent FannieMae or the owners from collecting insurance proceeds.

(e) All policies required by this article shall provide that they may not be canceled or substantially modified without at least 10 days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. Evidence of insurance shall be issued to each unit owner and mortgagee upon request.

(f) Each unit owner shall be required to notify the board of directors of all improvements made by the owner to his or her unit, the value of which is in excess of Five Hundred Dollars. Nothing in this paragraph shall permit an owner to make improvements without first obtaining the approval of the board pursuant to Section 7.2.

(g) Any unit owner who obtains individual insurance policies covering any portion of the property other than such owner's personal property and fixtures shall file a copy of such individual policy or policies with the Association within 30 days after the purchase of such insurance.

8.3 Optional Provisions. The board of directors shall consider obtaining insurance policies that will provide for the following:

(a) To the extent appropriate and available at reasonable cost, the Association shall consider obtaining additional coverages against such other risks as are customarily covered with respect to projects similar in construction, location and use, including but not limited to, host liquor liability, contractual and all-written contract insurance, employer's liability insurance, comprehensive automobile liability insurance, and an endorsement patterned after "use and occupancy" insurance providing relief from monthly assessments while a unit is uninhabitable due to a covered loss.

(b) If reasonably available, the insurance policies shall include Inflation Guard Endorsement, and Construction Code Endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement, and an Increased Cost of Construction Endorsement).

(c) A Steam Boiler and Machinery Coverage Endorsement, if applicable, which coverage per accident shall at least equal the lesser of Two Million Dollars or the insurable value of the building housing the boiler or machinery.

(d) Flood Insurance, if the Project is in a Special Flood Hazard Area.

(e) If reasonably available, waiver of subrogation by the insurer as to any claims against the board of directors, any unit owner or any guest of a unit owner.

8.4 FannieMae Requirements. Notwithstanding any other provisions of this article, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity requirements for condominium projects established by FannieMae as long as FannieMae is a Mortgagee or owner of a unit within the Project, except to the extent that such coverage is not available or has been waived in writing by FannieMae. FannieMae or its servicers, successors and assigns, shall be named as a Mortgagee in the Association's policies.

Article 9

AMENDMENTS TO BYLAWS

9.1 **How Proposed.** Amendments to the bylaws shall be proposed by either a majority of the board of directors or by unit owners holding 30 percent of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

9.2 **Adoption.** A resolution adopting a proposed amendment may be proposed by either the board of directors or by the unit owners and may be approved by the unit owners at a meeting called for this purpose or by ballot vote. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by unit owners holding a majority of the voting rights and by mortgagees to the extent required by the Declaration, except that (a) any provision of these Bylaws that is also contained in the Declaration must be approved by the same voting requirement for amendment of such provision of the Declaration, and (b) any amendment relating to age restrictions, pet restrictions, limitations on the number of persons who may occupy units, or limitations on the rental or leasing of units must be approved by unit owners holding 75 percent of the voting rights. Declarant's consent shall also be required so long as Declarant owns any of units. Such consent shall not be required after ten years from the date of conveyance of the first unit to a person other than Declarant. Any amendment that would limit or diminish any special Declarant rights established in these Bylaws shall require the written consent of Declarant and any amendment to Sections 3.6, 3.14, 9.2 and 10.1 of these Bylaws shall require the written consent of Declarant for a period of 10 years after the date of the Organizational and Turnover Meeting described in Section 2.2.

9.3 **Execution and Recording.** An amendment shall not be effective until certified by the president and secretary of the Association as being adopted in accordance with these Bylaws and the provisions of the Idaho Condominium Property Act and recorded as required by law.

Article 10

DISPUTE RESOLUTION

10.1 **Arbitration and Mediation.** Any claim, controversy or dispute by or among Declarant (including members, officers, directors, shareholders and affiliates of Declarant), or any contractor, subcontractor, supplier, consultant or design professional of every tier performing any work or services in connection with the Condominium, and their agents, brokers, successors, employees, representatives, officers, directors, managers and members, and any of their insurers and reinsurers, Association, the manager or managing agent, or one or more unit owners, or any of them, arising out of or related to the Declaration, these Bylaws or the Project shall be first subject to mediation and if not timely settled by mediation, resolved by arbitration in accordance with this Article 10. The decisions and award of the arbitrator shall be final, binding and nonappealable. The arbitration shall be conducted in Spokane, Washington, or at such other

location as may be agreed upon by the parties, pursuant to the arbitration statutes of the State of Idaho and any arbitration award may be enforced by any court with jurisdiction. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statute of limitations or for purposes of filing a notice of pending action ("lis pendens").

10.2 **Selection of Arbitrator.** The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties. The arbitrator selected shall be neutral and unbiased, except to the extent the arbitrator's prior relationship with any party is fully disclosed and consented to by the other party or parties. If the parties are unable to agree upon the arbitrator within 10 days after a party's demand for arbitration, any court of competent jurisdiction in the state of Idaho shall designate the arbitrator.

10.3 **Third parties.** Upon demand by any party, claims between or among the parties and third parties shall be submitted in a single, consolidated arbitration. Notwithstanding the provisions of Section 10.1 above, if any claim involves a claim by either party against a third party who is not required to and does not voluntarily agree to submit such claim to arbitration, then either party may elect to have the claim and the third party claim determined by a court of law in a consolidated proceeding, rather than by arbitration. In such case, the parties waive trial by jury and agree that the matter shall be determined by a judge sitting without a jury.

10.4 **Discovery.** The parties to the arbitration shall be entitled to such discovery as would be available to them in an action in a court of law sitting in Idaho. The arbitrator shall have all of the authority of the Court incidental to such discovery, including without limitation authority to issue orders to produce documents or other materials, to issue orders to appear and submit to deposition, and to impose appropriate sanctions including without limitation award against a party for failure to comply with any order.

10.5 **Evidence.** The parties to the arbitration may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary for an understanding and determination of the dispute. The arbitrator shall determine the admissibility of the evidence offered. All evidence shall be taken in the presence of the arbitrator and all of the parties, except where any of the parties is absent, in default or has waived its right to be present.

10.6 **Excluded Matters.** Notwithstanding the foregoing, the following matters shall not be subject to mediation or arbitration under this Article 10 (but shall be subject to the applicable provisions of Section 10.7 below):

(a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by the Association (other than disputes as to the validity or amount of such fees, assessments, fines or charges, which disputes shall be subject to mediation/arbitration as provided above);

(b) actions to enforce any order, decision or award rendered by arbitration pursuant to this Article 10;

(c) any action by the Association to obtain equitable relief (e.g., temporary restraining order, injunction, or specific performance) and such other ancillary relief as the court

may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Sections 7.2 and 7.5;

(d) any action for declaratory or injunctive relief which seeks a determination as to applicability, enforcement, clarification, or interpretation of any provisions of the Declaration;

(e) any action between owners, which does not include Declarant or the Association as a party, if such suit asserts a claim which would constitute a cause of action independent of the Declaration or these Bylaws if the amount in controversy exceeds \$5,000.00, which amount shall be increased in proportion to increases in the Consumer Price Index for All Cities for All Urban Consumers, All Items, from the date of recordation of this Declaration to the date of any such claim;

(f) any action in which any indispensable party is not a party subject to arbitration under this Article 10; and

(g) any action as to which any applicable statute of limitations would expire within 180 days of a demand for arbitration having been given, unless the party or parties against whom the claim is made agree to toll the statute of limitations as to such claim for such period as may reasonably be necessary to comply with the provisions of this Article 10.

The filing of a lis pendens or the application to any court for the issuance of any provisional process or similar remedy described in the Idaho or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to utilize the procedures specified in this Article 10.

10.7 Costs and Attorneys' Fees. The fees of any mediator and the costs of mediation shall be divided and paid equally by the parties. Each party shall pay its own attorneys' fees and costs in connection with any mediation. The fees of any arbitrator and the costs of arbitration shall be paid by the nonprevailing party or parties; if none, such fees and costs shall be divided and paid equally by the parties. Should any suit, action or arbitration be commenced in connection with any dispute related to or arising out of the Declaration or these Bylaws, to obtain a judicial construction of any provision of the Declaration or these Bylaws, to rescind the Declaration or these Bylaws or to enforce or collect any judgment or decree of any court or any award obtained during arbitration, the prevailing party shall be entitled to recover its costs and disbursements, together with such investigation, expert witness and attorneys' fees incurred in connection with such dispute, as the court or arbitrator may adjudge reasonable, at trial, in the arbitration, upon any motion for reconsideration, upon petition for review, and on any appeal of such suit, action or arbitration proceeding. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator (with respect to attorneys' fees incurred prior to and during the arbitration proceeding) and by the court or courts, including any appellate or review court, in which such matter is tried, heard or decided, including a court that hears a request to compel or enjoin arbitration or that hears exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorneys' fees incurred in such proceedings).

10.8 **Confidentiality**. The parties shall keep all discussions of disputes, settlements and arbitration awards and decisions confidential and shall not disclose any such information, whether directly or indirectly, to any third parties other than their attorneys and consultants, unless compelled to do so by an order of a court of competent jurisdiction. In the event of a breach of this confidentiality obligation, the other party shall be entitled to seek and obtain any and all equitable remedies, including injunctive relief and specific performance, and the breaching party waives any claim or defense that the other party has an adequate remedy at law for any such breach, and such party shall not be required to post any bond or other security in connection with any such equitable relief.

10.9 **Survival**. The mediation and arbitration agreement set forth in this Article 10 shall survive the transfer by any party of its interest or involvement in the Project and any unit therein and the termination of the Declaration or these Bylaws.

Article 11

MISCELLANEOUS

11.1 **Notices**. All notices to the Association or to the board of directors shall be sent care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the board may designate from time to time. All notices to any unit owner shall be sent to such address as may have been designated by such owner from time to time, in writing, to the board, or, if no address has been designated, then to the owner's unit.

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

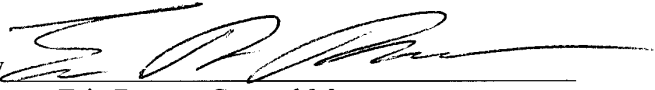
11.3 **Action Without a Meeting**. Any action that the Idaho Condominium Property Act, the Declaration or these Bylaws require or permit the owners or directors to take at a meeting or ballot meeting may be taken without a meeting or ballot meeting if a consent in writing setting forth the action so taken is signed by all of the owners or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the owners or directors, shall be filed in the records of minutes of the Association.

11.4 **Invalidity; Number; Captions**. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.5 **Conflicts**. These Bylaws are intended to comply with the Idaho Condominium Property Act and the Declaration. In case of any irreconcilable conflict, such statute and document shall control over these Bylaws or any rules and regulations adopted hereunder.

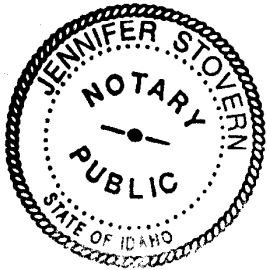
DATED this 11~~TH~~ day of AUGUST, 2009.

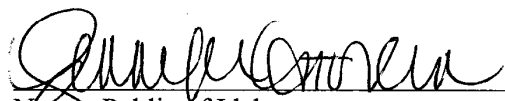
SILVER MOUNTAIN INVESTORS, LLC,
a Washington limited liability company

By 
Eric Brown, General Manager

STATE OF IDAHO)
)SS.
County of Shoshone)

The foregoing instrument was acknowledged before me this 12th day of August, 2009 by Eric Brown, General Manager of Silver Mountain Investors, LLC, a Washington Limited Liability Company, on behalf of the corporation.




Notary Public of Idaho
My Commission Expires: May 23, 2011

453661

Instrument # 453661

WALLACE, SHOSHONE COUNTY, IDAHO

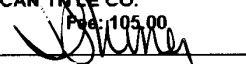
9-11-2009 10:59:00 No. of Pages: 35

Recorded for: FIRST AMERICAN TITLE CO.

PEGGY DELANGE-WHITE

Ex-Officio Recorder Deputy

Index to: BY-LAWS


Fee: 105.00

2009 SEP 11 AM 10 59

AFTER RECORDING, RETURN TO:

Stoel Rives LLP
900 SW Fifth Avenue
Suite 2600
Portland, Oregon 97204
Attn: Howard M. Feuerstein

455191

**FIRST AMENDMENT TO BYLAWS OF
THE RIDGE AT SILVER VALLEY OWNERS ASSOCIATION**

THIS FIRST AMENDMENT TO BYLAWS OF THE RIDGE AT SILVER VALLEY OWNERS ASSOCIATION is executed this 23rd day of November, 2009 by **THE RIDGE AT SILVER VALLEY OWNERS ASSOCIATION** ("Association").

RECITALS

A. The Ridge at Silver Valley, A Condominium (the "**Condominium**") is a condominium located in the City of Kellogg, Shoshone County, Idaho, established pursuant to Declaration Submitting The Ridge at Silver Valley, A Condominium to Condominium Ownership recorded August 12, 2009 in the Records of Shoshone County, Idaho, as Instrument No. 452999 (the "**Declaration**").

B. Association is the association of unit owners established pursuant to the Declaration. The Bylaws of the Association were recorded in the Records of Shoshone County, Idaho, on September 11, 2009 as Instrument No. 453661 (the "**Bylaws**").

C. The unit owners have voted to amend the Bylaws for the purpose of changing the requirements for the master condominium insurance policy.

NOW, THEREFORE, the Bylaws are hereby amended as follows:

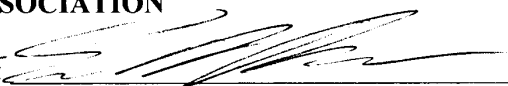
1. **Property Insurance.** Subsection 8.1(a)(3) is hereby amended to read as follows:

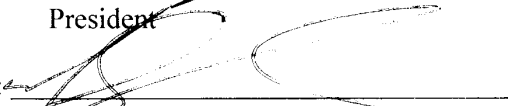
"(3) The policy or policies shall include all fixtures and building service equipment to the extent that they are part of the common areas and all personal property and supplies belonging to the Association."

2. **Other Insurance Requirements.** The following Subsection (h) is hereby added to Section 8.2:

“(h) The Association shall not be liable to a unit owner and a unit owner shall not be liable to the Association for any loss or damage sustained by them that is insured against under the terms of any property insurance policy carried by the damaged party.”

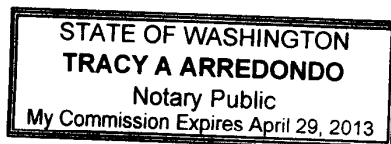
THE RIDGE AT SILVER VALLEY OWNERS ASSOCIATION

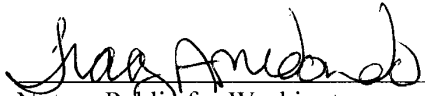
By: 
President

By: 
Secretary

STATE OF WASHINGTON)
)
COUNTY OF SPOKANE) ss

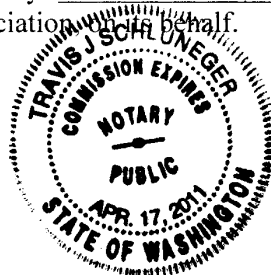
The foregoing instrument was acknowledged before me this 23rd day of November, 2009 by Eric Brown, President, respectively, of The Ridge at Silver Valley Owners Association, on its behalf.




Notary Public for Washington
My Commission Expires: 04/29/2013

STATE OF WASHINGTON)
)
COUNTY OF SPOKANE) ss

The foregoing instrument was acknowledged before me this 3rd day of December, 2009 by Mark Harrison, Secretary, respectively, of The Ridge at Silver Valley Owners Association, on its behalf.




Notary Public for Washington
My Commission Expires: Apr 17 2011

455191

CERTIFICATION

STATE OF WASHINGTON)
)
COUNTY OF SPOKANE) ss

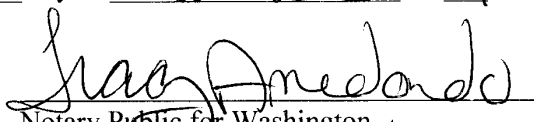
COME NOW Eric Brown, President who now depose and say that he is the President, respectively, of The Ridge at Silver Valley Owners Association and that the within Amendment has been approved in accordance with the Declaration and the Idaho Condominium Property Act.



President

Subscribed and sworn to before me this 23rd day of November, 2009.





Notary Public for Washington
My Commission Expires: 04/29/2013

STATE OF WASHINGTON)
)
COUNTY OF SPOKANE) ss

COME NOW Mark Harrison, Secretary who now depose and say that he is the Secretary, respectively, of The Ridge at Silver Valley Owners Association and that the within Amendment has been approved in accordance with the Declaration and the Idaho Condominium Property Act.



Secretary

Subscribed and sworn to before me this 3rd day of December, 2009.





Notary Public for Washington
My Commission Expires: Apr 17 2011

455191

Instrument # 455191

WALLACE, SHOSHONE COUNTY, IDAHO

12-11-2009 03:44:00 No. of Pages: 3

Recorded for : STOEL RIVES, LLP

PEGGY DELANGE-WHITE Fee: 9.00

Ex-Officio Recorder Deputy

Index to: AMENDMENT TO BYLAWS

2009 DEC 11 PM 3 44

Instrument # 526595

WALLACE, SHOSHONE COUNTY, IDAHO

9-10-2025 12:37:33 PM No. of Pages: 26

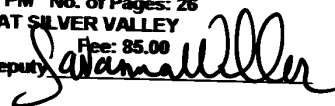
Recorded for : RIDGE AT SILVER VALLEY

LORI OSTERBERG

Fee: \$5.00

Ex-Officio Recorder Deputy

Index to: MISCELLANEOUS



THE RIDGE AT SILVER VALLEY
Kellogg, Idaho

RESIDENT INFORMATION MANUAL
2009

Updated & Revised 2021

WELCOME AND INTRODUCTION

October 2009

Silver Valley Residences
Kellogg, Idaho

Dear Owner:

Welcome to The Ridge at Silver Valley, a unique addition to Kellogg's historic uptown. The Ridge at Silver Valley Owners Association (the "Association"), its Board of Directors (the "Board"), the onsite Building Manager engaged by the Board (the "Building Manager"), and the owners of Units ("Owners"), will work together to assure that The Ridge at Silver Valley is a pleasant and enjoyable home for each resident. The Developer prepared and approved the manual for presentation to all Owners as an informative guide to understanding the operation of the Association and to help residents achieve the fullest enjoyment of The Ridge at Silver Valley Condominium.

Note: The manual was reviewed and updated by a committee of Owners in 2021.

The Association has been organized, the members of which are all Owners of Units in The Ridge at Silver Valley. The Association was incorporated by the Developer August 4, 2011. The Association is governed by the Board as described in the Governing Documents (see below).

The Declaration, Bylaws and Rules and Regulations (this manual) which govern The Ridge at Silver Valley are available to all Owners. Those documents may be referred to in this manual as the "Governing Documents." The Governing Documents outline in detail the rights and responsibilities of Owners and their tenants, family, servants, employees, agents and visitors. Owners and Occupants are sometimes referred to as "residents." This manual is intended to highlight those provisions in the Governing Documents which are most commonly encountered by Owners and Occupants. For example, Owners and Occupants must obtain written approval from the Board before taking certain actions such as modifying the Common Area. However, nothing in this manual is intended to modify the Governing Documents.

This manual was developed to help you get to know the building, its operations, and policies. We hope this manual meets your needs. Your comments and suggestions, offered to any Board Member or the Building Manager will be appreciated.

The Ridge at Silver Valley Homeowners Association

TABLE OF CONTENTS

I.	The Ridge at Silver Valley	Page 3
	A discussion of the areas of the Condominium, Owner Responsibilities, and Insurance Coverage	
II.	Your Association	Page 6
	A discussion of the roles and responsibilities of your Board, the Property Manager, meetings of the owners, and communications	
III.	Building Amenities and Information	Page 9
	Available amenities and other building information	
IV.	Rules and Regulations	Page 12
	Rules and Regulations developed for operation of The Ridge at Silver Valley	
V.	Appendix	Page 22
	Building management and Remodel and Alteration Application	

I. THE RIDGE AT SILVER VALLEY

**A DISCUSSION OF THE AREAS OF THE CONDOMINIUM, OWNER
RESPONSIBILITIES, AND INSURANCE COVERAGE**

The Ridge at Silver Valley is made up of condominiums in a four-story building. Building amenities are located on the first floor. When you purchased your Unit, you automatically became a member of the Association, and became entitled to certain rights and obligations.

Your Condominium Project is made up of three different area types: *Units*, *Common Area*, and *Limited Common Areas*.

A. UNITS

Simply put, this is the portion of The Ridge at Silver Valley which you own exclusively. All the space within the boundaries of your Unit, as defined by the Declaration, is for your exclusive use. Generally, these boundaries are the unfinished interior surfaces of the perimeter walls, floor, and ceilings.

B. COMMON AREAS

Common Areas are shared by all Owners. Examples of Common Areas include: the building shell which protects all the Units from the weather, the core which provides structural support and houses electrical service equipment that provides power to all areas and the building and grounds, the fire control and monitoring system, elevator and interior circulation elements, mechanical rooms, the parking lot, and those amenities which are available to all Owners and their Occupants.

Despite the fact that the roof covers only the Units on the top level of the building, the roof is a Common Area because it indirectly protects all portions of the building. Access is restricted to certain Common Areas such as mechanical and janitorial rooms.

C. LIMITED COMMON AREAS

Limited Common Areas are areas in the common portions of the building but designed for use by one Unit, specifically the deck or patio assigned to your Unit for your exclusive use.

D. OWNER RESPONSIBILITIES

The Governing Documents specify the responsibilities which are specific to the Owners. The Rules published in this manual have been adopted by the Board and are therefore, binding on all Owners, Occupants, and their guests.

All Owners, Occupants, and their guests are responsible to know and understand these Rules and the other Governing Documents. The documents can be accessed on The Ridge website or can be requested from any of the Board members. All Owners who rent their units must include a copy of the Resident Information Manual in the information provided to renter. Suggestions for additions, modifications, or deletions from the Rules or other Governing Documents are welcome and will be given Board consideration. All suggestions should be in writing and addressed to the Board.

E. INSURANCE COVERAGE

1. Association Insurance

The Governing Documents describe the insurance coverage for The Ridge at Silver Valley. The property insurance will be carried by The Ridge at Silver Valley Owner's Association which provides protection for the Common Areas and Limited Common Areas and, in the case of fire and flood (not caused by natural disasters) internal structure of each Unit. If the internal structure (including cabinets, appliances, wall and floor covering, plumbing fixtures etc. are damaged as a result of fire, leaking appliances, or other covered loss and the loss impacts the Common Area or Limited Common Area, the loss may be covered under the Association Policy. The Owner(s) of the Unit(s) in which the damage occurs will be responsible for costs not covered by the Association Policy and any personal policy that may be in effect.

An insurance certificate is issued for each Unit. Additionally, if there is a mortgage on the Unit, the mortgage company is named as an additional insured. Mortgage companies may require an additional copy of the insurance certificate; this may be obtained by contacting the Building Manager.

2. Owner's Insurance

In addition to the insurance carried by The Ridge at Silver Valley Owners Association, Owners should purchase additional insurance known as a Condominium Unit Owner's Policy, or H06 Policy. Owners should consider coverage for their personal possessions (furniture, clothing, artwork, etc.), liability insurance for claims arising from exposures within their Unit, coverage for additional living expenses in the event of a loss, and loss assessment coverage for liability for the Association policy deductible. When securing an H06 policy, a copy of the Bylaw's insurance section should be provided to the Owner's insurance agent or broker.

It is not necessary for Owners to carry coverage for interior improvements on their H06 policy. However, if Owners make substantial capital upgrades to the interiors of their Units, the Association must be notified so the Board can review with the Insurance agent to determine whether an increase in policy coverage is needed. In the event of a covered loss from fire or flood, the Owners must be able to substantiate these improvements for the purposes of the insurance settlement. Specific questions related to insurance coverage or details should be referred to the Building Manager or HOA Board.

II. YOUR ASSOCIATION

A DISCUSSION OF THE ROLES AND RESPONSIBILITIES OF YOUR
BOARD, THE BUILDING MANAGER, MEETINGS OF THE
CONDOMINIUM OWNERS, AND COMMUNICATIONS

A. THE BOARD

The Board governs The Ridge at Silver Valley Owners Association. After turnover, the Board is made up of three members elected by the Owners at the Annual Meeting. The Board is responsible for the operation and maintenance of the Condominium project. The Board enters into agreements with service providers, arranges for the financial management of the Association's bank accounts, and contracts with the Building Manager to assist with operational activities and policy making.

While all the Owners elect the individual Board members, it is the Board members who elect the officers of the Board. The three-member Board elects three officers: President, Secretary, and Treasurer.

The President presides over the meeting of the Association. This requires special attention during budget season, or when there is a sensitive issue that the Association needs to address. The President signs all the legal documents for the Association, sets the meeting agenda, and represents the Board to rest of the Owners.

The Secretary is responsible for the preparation and distribution of information to the other Board members and the Association. The Secretary or the Building Manager takes minutes at the meeting, and the Secretary works with the Building Manager to maintain the records and contracts of the Association.

The Treasurer is responsible for the financial affairs of the Association, and works with the Board and the Accountant in reviewing the financial statements and preparing the annual budget.

The description of the positions above serves as a guide of the responsibilities of the Board as a whole but does not restrict one Board member from assisting with the responsibilities of another.

B. THE BUILDING MANAGER

The Building Manager serves as the onsite caretaker of the property and is primarily responsible for maintaining the cleanliness, upkeep and safety of the property. The Building Manager is a resource for the Board and provides continuity for effective communication. The Building Manager oversees the building service providers and reports back to the Board.

The Building Manager may enter into contracts and employment agreements on behalf of the Association after reviewing and obtaining approval from the Board. The Building Manager is responsible for maintaining copies of all contracts and the current Insurance Policy onsite.

The current Building Manager contact information is included on the Current List of Contacts.

C. ASSOCIATION MEETINGS

The *Annual Association business meeting* will be scheduled by the Board each year, generally in early summer. The time and place will be announced to the Owners. All Owners should be present or represented by a proxy.

Regularly scheduled *Board meetings* may be held at such time and place as shall be determined from time to time by a majority of the Directors. A notice will be posted on the website as well as communicated via email 10 days before each meeting. Meetings are open to all Owners. Anyone desiring to bring matters to the attention of the Board should present them in writing to a Board member or the Building Manager at least five days in advance of the meeting.

D. COMMUNICATIONS

Official business of the Association will be distributed by US Mail to achieve legal notice unless Owners have agreed to receive via email. Board meeting minutes will be distributed to all Owners and Occupants by e-mail whenever possible and posted to the website. Other material, such as notices requiring a quick response, will be communicated via email and/or may be posted in the common areas.

Residents' requests to correct a common area maintenance condition should be directed to the Building Manager, via text or phone call. (See contact information provided under the Building Manager section above). Please provide a detailed description of the condition and location.

III. BUILDING AMENITIES

BUILDING AMENITIES AND INFORMATION

A. ELEVATORS

One elevator serves the upper floors in the Condominium building. The elevator is not a service/freight elevator and may not accommodate large items. Please schedule oversized item deliveries and move-ins with the Building Manager.

B. ENTRY

The Condominium main entry into the lobby area is on the first level on the parking lot side of the building. The door is locked at all times and your Unit key will operate this door as well as all outside entry doors. The front door lock will be replaced in the near future with a keyless entry to accommodate access for renters and guests. Owners may use the keyless entry for the front door or their outside door key for side door entry. Residents are responsible to monitor the entry and exiting of their guests and are also cautioned to not permit strangers to enter the lobby door in order to not compromise the security of the building. If you do not know the person entering behind you after you have gained access, please verify that they are authorized to be in the building.

C. FILTERS, HEATING/COOLING SYSTEM

The Heating and Cooling system is centrally operated and controlled. The system operates in summer versus winter mode with a maximum of 75 degrees and a minimum of 68 degrees. Owners are not able to adjust the temperature outside of these parameters as they are controlled by the central computer system.

Owners will be notified when the switch from summer mode to winter mode occurs. The change to summer mode is made once temperatures rise above the freezing level and there is no longer risk of freezing the fluids in the outdoor cooling towers (which are drained in the winter). In the case of unseasonably high temperature days during winter mode operation, air conditioning is not available for example.

In the event that, for whatever reason, the operation of the system control within a unit does not appear to be working, owners should turn the breaker off and wait a few minutes then turn it back on. This will reset the controls and should solve the issue. If not, the owner should let the Building Manager know so an appointment can be scheduled with the system technician who is most familiar with the overall system structure. If the issue is due to a malfunction within the unit itself, the owner will be billed for the technician on the monthly HOA dues statement. If the issue is due to a system or building malfunction the cost will be absorbed by the HOA.

All expenses related to fireplace maintenance/repair are to be absorbed by the owner of the unit unless specifically related to a building wide failure/issue. Owners must coordinate repairs/maintenance with the Building Manager to ensure only the Board authorized technician works on the system to prevent changes that impact the building operation.

D. GARBAGE & RECYCLING

The Ridge at Silver Valley Owners Association provides garbage collection under the guidelines established under IV Rules and Regulations (Section 5). At the time of the modification of this Residential Information Manual recycling is not available but the committee is reviewing whether and how to implement a program. Owners will be advised if and when a recycling option becomes available.

E. PETS

Pets are permitted subject to those restrictions stated in the Governing Documents as supplemented by the Rules included with this manual. Section 7.5(e) of the Declaration provides that no Rottweilers, Pit Bulls or Canary Island dogs are permitted with The Ridge at Silver Valley.

F. SPA, SAUNA AND STEAM ROOM; STORAGE LOCKERS

A spa, sauna and steam room are located on level 1 and is there for the residents and guests of The Ridge at Silver Valley. There is also a locker storage room located on level 1. These common amenities are available for use by residents. Your Unit key is required for access. See Rules and Regulations for additional information on use policies.

G. BUILDING MANAGER

The Building Manager is to be hired by the Association. He/She will oversee building contracts, vendors, and contractors. If you don't find an answer to your problem in this publication or in the Rules, let the Building Manager know.

IV. RULES AND REGULATIONS

RULES AND REGULATIONS DEVELOPED FOR THE SMOOTH OPERATION
OF THE RIDGE AT SILVER VALLEY

SILVER VALLEY RESIDENCES

Rules and Regulations

1. OVERVIEW

These Rules supplement and are made under the authority of the Governing Documents. To the extent there is any conflict, the Declaration for Silver Valley Residences, A Condominiums is the primary Governing Document, followed by the Bylaws for Silver Valley Residences Owners Association, followed by these Rules.

All applicable federal, state, and local laws and ordinances are to be observed by all Owners and their Occupants, whether or not those laws are specifically set forth in these Rules.

The Board may, from time to time, adopt, rescind, or amend these Rules as the Board deems necessary or advisable for the proper administration of Silver Valley Residences and to facilitate the management and operation of the Association. Unless an emergency change is required, all such changes will be published in writing within thirty (30) days of adoption and sent to all Owners after which time enforcement will begin.

The Board of Directors and the members of the Homeowners Association will enforce the provisions of these documents. The Building Manager is considered a part of the Homeowners Association.

2. USE OF UNITS

- 2.1 The Units shall be used exclusively for single family residential purposes, for the common social, recreational or other reasonable uses normally incident to those purposes. Residential purposes include sleeping, eating, food preparation for on-site consumption by Owners, and Occupants, including entertaining personal guests and similar activities commonly conducted within a residential dwelling, without regard to whether the Owner or Occupant resides in the Unit as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis.

3. OCCUPANCY LIMITS

As stated in the Declaration Section 7.5(b), two-bedroom units have a six (6) person occupancy limit, and one bedroom and studio units have a four (4) person occupancy limit.

Note: Owners renting their units must comply with the City of Kellogg Short Term Rentals (Ord.581, 5-22-2016) regulation which provides more restrictive occupancy limits.

4. BARBEQUES

No charcoal or pellet barbeques or fires on the patio/decks (limited common areas)

5. TRASH DISPOSAL AND RECYCLING

- 5.1 All garbage must be bagged in heavy paper or plastic bags that are securely fastened before depositing in the trash dumpsters. Large empty containers or other large items other than recyclable materials must be cut up and flattened prior to placing inside the trash dumpster.
- 5.2 All pet feces and kitty litter are to be bagged and tied securely prior to being deposited in the trash dumpster. No pet feces or kitty litter are to be flushed down the toilet.
- 5.3 Remodeling debris, rugs, furniture, appliances, etc., are the responsibility of the Owner to dispose of off-site. Such material is not to be placed in or by the dumpster areas. Failure to comply will subject the Owner and its Occupant to removal costs.

Recycling is not currently offered by the Homeowners Association but there is a committee looking into the feasibility of offering a recycling program. Owners will be notified if and when the program is available.

6. EXTERIOR APPEARANCE

- 6.1 All portion of the Units which are visible from the exterior, including but not limited to exterior paint, screens, doors, railings, windows, window coverings, exterior deck and patio furniture, etc., must preserve the designated style and color scheme. Bicycles, sports equipment and the like may not be stored on patios or decks.

Note: An Owners Only storage room will be made available for bike storage.
- 6.2 Owners and Occupants must keep all patios, decks and entry ways in a clean and neat condition at all times. The Board and/or Association members reserves the right to require the removal of any item deemed to be unsightly or offensive, or which generally comes under the category of litter, trash, trash container, junk, debris, etc.
- 6.3 The watering of plants, sweeping or cleaning of decks and patios shall be done in a manner which will not be a nuisance to persons residing in lower or adjacent Units. It is important to ensure that nothing be swept, thrown, dropped, or shaken from doors, windows, decks or patios. Plants shall not be hung from ceilings, walls or deck railings. All plant containers must have water dishes underneath to avoid dripping on the decks, patios or windows below.
- 6.4 No bird feeders of any kind are allowed in the Common Areas or Limited Common Areas including decks and patios.
- 6.5 No signs of any kind (including For Sale by Owner or Realtor) shall be displayed on or from any Unit, Common Area, or Limited Common Areas, and no sign of any kind shall be inscribed, painted, engraved or affixed to the exterior of any Unit, Common Area, or Limited Common Area except as expressly permitted by the Governing Documents.

7. **FIRE REGULATIONS**

- 7.1 In the event of fire, elevators are not to be used. Exit the building by stairwells that are clearly marked with lighted Exit signs on each floor. All Owners and Occupants are required to follow prior written as well as voice instructions of the Fire Department personnel.
- 7.2 No storage or accumulation of material is allowed in ANY area of the building, including Units, that may constitute a fire hazard, increase the rate of insurance, cause cancellation of insurance or violate any law, ordinance, regulation or rule of the city of Kellogg and/or the state of Idaho.
- 7.3 Fire alarm pull boxes are located in Common Areas throughout the building. Each Owner and Occupant is responsible for testing and maintaining their Unit smoke detectors.

8. **DOMESTIC PETS**

- 8.1 Section 7.5(e) of the Bylaws provides that no animals or fowls may be raised, kept or permitted with the Condominium or any Unit, except domestic dogs, cats, or other household pets kept within a Unit. In addition, no Rottweilers, Pit Bulls or Canary Island dogs are allowed anytime at the Condominium project. No livestock, poultry, rabbits or other animals may be kept in any part of the Condominium, nor may any animal be bred or used therein for any commercial purpose, including pet sitting.
- 8.2 No more than two pets may be in a unit at any given time. The Board may further restrict pet occupancy limits based on size and facilities of units through written notice to the Owners.
- 8.3 Owners and Occupants must comply with any city ordinance regarding domestic animals. Any and all such ordinances are hereby incorporated into these Rules, and violation of any such ordinance will be considered a violation of these Rules.
- 8.4 No pet is permitted to cause a hazard, nuisance, or unreasonable disturbance to any resident. The Board and/or the members of the Homeowners Association may require the removal of any animal which they, in the exercise of reasonable discretion, finds disturbing other Owners or Occupants unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.
- 8.5 Pets must be leashed or carried when being walked to or from a Unit through the Common Areas. Pets are not allowed at any time in the Spa and Sauna Rooms.
- 8.6 Owners and occupants must clean up after pets both indoors and out and must notify the Building Manager if a pet has urinated or defecated in the hallway or elevator so a pet stain and odor blocker can be applied to the affected area to discourage other pets from perpetuating the problem in the same area.
- 8.7 Pet owners are responsible for the cost of damage caused by their pet(s).

9. INTRUSIVE ACTIVITIES

- 9.1 Activities that unreasonably impose on, detract from, or otherwise intrude on peaceful enjoyment of another Unit Owner are prohibited. The limitation includes, but is not limited to, noise, odors, smoke, particulate, vibrations, and any other activity which may be judged by the Board /members of the Homeowners Association to be obnoxious, offensive, or annoying. Excessive pet noises are considered to be a violation of this section. Be considerate when smoking on the patio shutting windows and doors to reduce smoke entering into the building.
- 9.2 The period from 10:00 PM to 7:00 AM shall be considered quiet courtesy hours. During this period any activity that generates noise that unreasonably disturbs other Occupants is prohibited.
- 9.3 The use, possession, or storage of fireworks is strictly prohibited in or about the buildings and in Common Areas.

10. REALESTATE

10.1 Sale of Units

If a Unit is listed or otherwise available for sale, the Owner is responsible for notifying the Building Manager of same and provide the name and contact information for the listing agent, if any. Owners are responsible for making all arrangements with the listing agent for access to the Unit.

Key boxes are not allowed on the exterior of the building or on Unit entry doors, and will be removed without notice.

10.2 Rentals

All leases and rental agreements must be in writing and by their terms shall provide that the terms of the lease are subject in all respects to the Governing Documents. For any rental or lease arrangement of thirty (30) days or longer, the Board must be provided a copy of the lease or rental agreement (financial details may be removed at owner's discretion) prior to move-in with the name(s), phone numbers, and information regarding the tenant(s). This information will be used to update the unit contact information document housed on The Ridge at Silver Valley Homeowner Association website. This document is used for Board and Homeowner Association member communications.

All Occupants agree, by signing the rental/lease agreement, to comply with the Governing Documents. Any failure of an Occupant to comply with the Governing Documents shall be an event of default under the lease or rental agreement.

Owners will be held responsible for any damage to Common Areas or Limited Common Areas caused by the Occupant, whether or not the Occupant was in violation of the rental

agreement, these Rules, or the other Governing Documents. Rental of a Unit does not constitute a waiver or relinquishment of the Owner's responsibility to comply with the Governing Documents. Owners must have, at a minimum, a copy of this document within the unit whenever renting and must advise renters of the existence of the document and the rules within.

10.3 Moving

Owners are required to provide forty-eight (48) hour notice to the Building Manager prior to moving or accepting delivery of any items other than personal items such as clothing and small kitchen items or housewares. An elevator pad is required when the elevator is used for moving, which must be provided by the Owner as there is not a pad available onsite.

11. ALTERATIONS/MAINTENANCE OF UNITS AND COMMON AREAS

- 11.1 The modification of any Common Areas, Limited Common Areas or Unit is permitted only with the written approval of the Board. Depending on the scope of the work, written approval from the Board and/or Homeowner Association members may be required. Request for approval must be made in writing, detailing the work to be done. Architectural drawings may be required. All work approved must be done by qualified and insured contractors and design professionals in accordance with all applicable codes. The changes must be described in detail in an Application form (included in this manual Appendix V).
- 11.2 As a condition of approval, the Board may require that all contractors name the Association and the Building Manager as an additional insured and that all contractors provide evidence of this insurance coverage prior to commencement of work.
- 11.3 Owners will be held liable if any work is done without first complying with these Rules, including obtaining all necessary approvals. The Board may establish such other rules and conditions of approval appropriate for the scope of work.
- 11.4 The Owner must obtain all required permits and it shall be the Owner's responsibility to ascertain what permits are required. Modifications that could potentially impact the structure or integrity of the building itself must be provided to the Board. All contractors must be bonded.
- 11.5 The Board's written approval is required for any work which will disrupt any building systems and/or operation, including water shut-offs that will affect other Units.

12. USE OF COMMON AREAS

- 12.1 The Common Areas consist of all portions of the Condominium other than the Units. General Common Areas for Owner use include the parking area, level 1 entry area, interior circulation elements, spa/sauna/steam room, and recreational equipment locker room. The Limited Common Areas are decks/patios dedicated for exclusive use by the individual Units.

- 12.2 No personal effects may be stored or kept in halls, doorways, stairways, elevators or other public areas. Recreational equipment including, but not limited to, skis, snowboards and bicycles, are not permitted at any time on Unit decks or patios or Common Areas, except where specifically permitted in the storage areas. Bicycles may not be kept in the storage unit if the owner or guest is not staying in the building until such time that additional storage can be provided.
- 12.3 The appearance of the Common Areas may only be changed by Board action. Doors to Units are Common Areas and may not be changed, painted, or decorated in any way, with the exception of the Unit identification number specified by the Association. No permanent attachment or alteration of the Unit door may be made.
- 12.4 Dust mops, rugs, tablecloths and clothing shall not be shaken, cleaned or left in any of the Common Areas or from any window, door, balcony, patio or landing.
- 12.5 Smoking is not allowed within 25 feet of any of the three entrances to the buildings or in any indoor Common Area. Smoking is allowed on personal decks; however, be aware/considerate of potential smoke filtering into the building air system by keeping doors and windows closed to reduce the amount of smoke entering the building.
- 12.6 Owners and Occupants are responsible for their own and their guest's behavior. Conduct must be considerate of other persons and property. Activities that unreasonably impose on, detract from, or otherwise intrude on peaceful enjoyment of any Occupant are prohibited, including but not limited to, noise, odors, smoke, particulates, vibrations and any other activity which may be judged to be obnoxious, offensive or annoying. Refer to the owners list provided via email or available on the website for owner's contact information and the recommended hierarchy of contact to resolve the concern.
- 12.7 Parking is available to Owners and Occupants on a first-come, first-served basis. There is no reserved parking. No trailers of any kind, boats, or recreational vehicles (including campers) exceeding 1,500 pounds in gross weight, are permitted in the Condominium parking area. Owners or Occupants with parking needs for such vehicles must contact the Building Manager in advance of arrival to arrange for alternate parking.
- 12.8 The overflow area North of the parking lot can be used on a first come first serve basis up to 7 days unless other arrangements have been cleared by the Building Manager. In the event parking needs in this lot exceed space, all arrangements previously made will be re-evaluated.
- 12.9 A mailbox center is located outside the building and individual mailboxes can be arranged for by contacting the U.S. Postal Service office in Kellogg.

13. USAGE OF AMENITIES

- 13.1 To the extent permitted by law, the Board, Association and Building Manager shall not be liable for injury or loss to Owners or their Occupants, or for loss to any personal property

- arising directly or indirectly from acts or omissions by the Owners or their Occupants or third parties, or by acts or occurrences beyond the control of the Board, Association and Manager arising from the use of the Spa, Sauna and Steam Room Facilities ("Spa Facility").
- 13.2 Children age 12 and under must be accompanied by a parent, adult resident or baby sitter 18 years old or older at all times when in the Spa Facility. Children under the age of 6 are not permitted to use the Spa. Children under the age of 12 are not permitted to use the Sauna or Steam Room. Use of the Spa Facility is at the user's risk. The Board, Association and Building Manager shall not be liable for any personal injury to Owners, Occupants, or their guests or children.
 - 13.3 No food, glass, or breakable containers are allowed in the Spa Facility. Plastic containers for liquids are authorized, however, plastic bottles must have sealable caps.
 - 13.4 Users shall be sure the Spa Facility and Restroom/Shower are ready for use by others when leaving by cleaning up their trash and removing all personal items. The restroom at the Spa Facility must be left in a tidy manner by users before exiting including cleaning up any excess water on the floor.
 - 13.5 The Spa Facility is available to all Owners/Occupants on a first come, first served basis. Access hours for Spa Facility usage are set by the Building Manager in consultation with the Board and are posted at the facility. These hours may change from time to time at the discretion of the Board and/or Building Manager. The regular hours are 8:00a.m. to 9:00p.m. which may be amended from time to time. Owners only may have earlier access and later access.
 - 13.6 Pets are not permitted at the Spa Facility.
 - 13.7 The use of the Recreational Equipment Room located on level 1 is restricted to Unit Owners and Occupants. Owners and Occupants are responsible for locking personal lockers, and storage of any personal property in the Recreational Equipment Room is at the sole risk of the Owner/Occupant.
 - 13.8 Owners Only storage areas may be provided for the exclusive use of Owners of Units at the Ridge. In no event should Owners provide access to renters or guests.
 - 13.9 Outside bicycle racks are provided for Residents' use on a first come, first served basis. Users are encouraged to lock their bicycles at all times and assume full responsibility for loss of personal property. Outside racks should be used when the storage room hanging racks are full.
 - 13.10 A washer/dryer appliance is located in the Recreational Equipment Room and is available for use by Owners and long-term Occupants. Owners and Occupants are responsible for personal items at all times and may be held liable for water damage if due to misuse (overfilling) of the washer.

14. FEES FOR SERVICES AND FINES

14.1 Fees:

- NSF Fee (payable whenever a check is returned dishonored): Actual fee assessed
- Lien Filing Fee (payable whenever a lien is prepared and filed for non-payment of assessments): Actual fee assessed.
- Late fee: \$50.00

14.2 Collection Policy

Monthly Homeowner Association dues shall be paid to the Accountant on or before the first business day of the month in which they are due. Special assessments shall be payable on the schedule as determined by the Board of Directors. Assessments received after the first business day of the month, or the due date as may otherwise be provided for the special assessment(s) will be considered delinquent.

A 14-day grace period will be allowed for mail and other unforeseen delays. During the grace period, no late fees will be assessed.

On the fifteenth (15th) day of delinquency, a late fee of \$50.00 will be assessed against the delinquent account on the next monthly HOA statement.

Neither the Board nor the Accountant retained by the Board are expected to act as debt collectors. In the unfortunate event an Owner becomes delinquent on either the monthly homeowner association fee or any special assessments and the homeowner does not communicate a plan approved by the Board to bring the account current, an attorney will be retained and all further proceedings will be handled by the attorney.

14.3 Penalties for Violations

Owners are encouraged to work with their neighbors using the hierarchy of contact on the Owners Contact Information document to resolve problems directly. Owners may also solicit the assistance of the Building Manager to assist in the resolution. In the event, the problems persist, fines may be charged to Owners for noncompliance with the Governing Documents, in addition to enforcement fees and cost reimbursement for damage repairs, if any.

Prior to the assessment of any fine, the matter will be discussed at a Board meeting in which all Owners will have an opportunity to attend.

- The first fine will be assessed in an amount of \$100.00
- The second fine will be assessed in an amount of \$250.00
- The third fine will be assessed in an amount of \$500.00, and may cause the commencement of legal action to prevent further infractions.

15. COMPLIANCE WITH GOVERNING DOCUMENTS

Each Owner and Occupant shall comply str ²⁰ ith the provisions of the Governing Documents

and with all decisions of the Board. The Board or Building Manager shall exercise its prudent business judgment in determining what actions to take in the enforcement of the Governing Documents. The failure of the Board or Building Manager in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of the Governing Documents, or to exercise any right or option contained in the Governing Documents, or to serve any notice or to institute any actions, shall not be construed as a waiver or relinquishment for the future enforcement of that term, covenant, condition or restriction, but the term, covenant, condition or restriction shall remain in full force and effect.

The Board is authorized and empowered to levy reasonable fines against any person who shall have been found to be in violation of any provisions of the Governing Documents or Board decision after notice stating the nature of the violation and an opportunity for a hearing. Fines shall not exceed the maximum amounts to be established from time to time by resolution of the Board.

V. APPENDIX

BUILDING MANAGEMENT REMODEL AND ALTERATION APPLICATION

Building Management

In the case of a non-critical emergency, contact:

- 1) The Building Manager, Colin Gulhkee at (509) 721-0252
- 2) Or one of the following Board members:
See the Current Contact Listing provided as a supplement to this document.

Note: Board members serve a two-year term. The current Unit Owner contact list is available on The Ridge at Silver Valley Homeowners Association website and will always have the most updated information.

- 3) If unable to reach either the Building Manager or a Board member and a maintenance emergency exists:

Call the service company directly and identify yourself as a resident of The Ridge at Silver Valley, give your unit and telephone number, describe the conditions and request a service call be made.

HVAC Heating and Cooling: TBD will be provided with final copy
Moon Security (fire monitoring): Sheryl Markland (509) 543-3820
Ziply Fiber (phone/internet set-up): Todd Sigel (208) 916-6073

**THE RIDGE AT SILVER VALLEY
REMODELING AND ALTERATION APPLICATION**

This application is in response to your request to alter the Limited Common or Common Areas of The Ridge at Silver Valley. It is designed to answer questions that frequently arise when such work is proposed or performed

On a separate sheet of paper, please address the following questions, and submit the completed packet to the Board for review. You will be notified of the Board's decision as soon as possible.

1. Completely describe the proposed alteration.
2. Attach a detailed drawing of the proposed alteration, showing height, width, length, color, location of alteration, proximity to neighbors, and construction methods and materials. Describe how the alteration will be constructed, including plumbing and wiring details. Please show how the alteration will be attached to the common areas or equipment/systems. Please describe any foreseeable ongoing noise issues.
3. Submit the name of the company or individual who will be performing the work. Include their certificate of insurance.
4. Describe any foreseeable inconvenience to the Association: blockage of parking, parking restriction, use of the elevator, noise during construction, interruption of building utilities, etc.
5. Please estimate start date, duration of project, and estimated completion date.

Please be advised that depending upon the scope of work, the Board reserves the right to assess a refundable damage deposit, and/or non-refundable fees to offset the cost of wear and tear to the Common Areas.

Owner

Unit Number

Date

Approval for the Project:

Silver Valley Residences Owners Association

Date

526595

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF SHOSHONE) ss.

On this 10 day of September, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephanie Limesand, known or identified to me (or proved to me on the oath of _____), to be the President of The Ridge at Silver Valley Owners Association, and acknowledged to me that he/she executed the foregoing instrument on behalf of said Association.

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

HOA PRESIDENT

Stephanie Limesand

(Signature of President)

Name: Stephanie Limesand

Title: President, The Ridge at Silver Valley Owners Association

NOTARY PUBLIC

Jo Hannah Etherton

(Signature of Notary Public)

Printed Name: Jo Hannah Etherton

Residing at: Kellogg ID

My Commission Expires: 1/21/2031

(Seal)

