



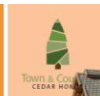
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300 Main Master Declaration

Driggs, Idaho

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TC HORIZON, LLC, an Idaho limited liability company (the "Founder"), makes this **MASTER DECLARATION** as of the 16 day of October, year of 2008.

DECLARATION:

The Founder, who is the owner of all of the property in Driggs, Idaho, described on Exhibit A ("300 Main"), hereby submits the real property described on Exhibit A and future additions as described below to this Master Declaration. The Founder hereby declares that the property subject to this Master Declaration shall be held, sold and conveyed subject to the covenants, restrictions and easements of this Master Declaration, which shall run with the land and be binding upon all owners of property within 300 Main (the "Owners"), their heirs, successors and assigns, and upon all other parties, heirs, successors and assigns having any right, title or interest in all or any part of 300 Main.

Part I: Introduction

300 Main is a mixed-use development located in Driggs, Idaho. As a community, 300 Main is designed to combine a variety of residential and upscale office space, and mixed-use commercial areas. While 300 Main does not have a town government, the needs of the Owners can be addressed through the condominium associations and the 300 Main Master Property Owners Association, Inc. (the "Master POA"). The Master POA is an umbrella organization to which the condominium associations will belong. The condominium associations, rather than the individual Owners of residential or commercial property in 300 Main, are the members of the Master POA. The provisions of this Master Declaration are intended to facilitate completion of the development plan for 300 Main to retain and coordinate its design principles as it matures, and maintain and make improvements to the Master Commons in 300 Main.

The condominium associations make contributions to the Master POA for shared services, such as, but not limited to, the shared use and maintenance of the open space, community areas, and parking areas in 300 Main. The following chart describes some of the roles and characteristics of the different entities.

	Master POA	Condominium Associations
Purposes	Provides certain shared services and shared maintenance within 300 Main.	Maintain and support the common elements within each condominium and prevent or resolve conflicts between Owners within the condominiums.
Legal Status	Non-profit corporation	Non-profit corporation
Members	The condominium associations within 300 Main. The Founder is also a Member.	Owners of condominium units in each condominium in 300 Main.
Primary Source of Funds	Assessments on the condominium associations, secured by a lien on the common area of the associations, and if unpaid, on the units in 300 Main.	Assessments on condominium units, secured by a lien on the units.

Part II: Easements Over Condominium Common Elements and the Master Commons

Each of the condominium associations is responsible for operating, administering, managing, owning, and maintaining certain areas in 300 Main. To encourage operation as a single community, this section creates certain relationships between the condominium associations and the Master POA.

2.1 Easement over the Condominium Common Elements. The Master POA is hereby granted an easement over the common elements of each of the condominiums, as such may be established, for maintenance and upkeep of the condominium common elements. Although it is not required to do so, the Master POA may choose, at the request of one or more of the condominium associations, or at its sole discretion in the event a condominium association is not maintaining its common elements to the Master POA's satisfaction, to maintain the common elements of the relevant condominium. In return for such maintenance, the relevant condominium association must reimburse the Master POA for the cost of the maintenance and any overhead and administrative costs, including but not limited to, additional insurance coverage and billing costs.

2.2 Easements over Parcels. To the extent reasonably necessary, the Master POA has, and is hereby granted, an easement over each Parcel or plat of land designated for separate ownership or occupancy, including condominium units (each a "Parcel") within 300 Main, for maintenance of the condominium common elements and the Master Commons. In the event any such maintenance performed by, or on behalf of, the Master POA results in damage to any Parcel, the Master POA shall restore the affected property to its original condition as nearly as practicable.

2.3 Additional Easements in Favor of the Master POA. The Master POA requires certain easements to maintain the Master Commons and in instances where the Master POA performs maintenance on condominium common elements. Therefore, the Master

POA shall have the following easements, which shall be non-exclusive and which may be exercised concurrently with any similar easements retained by the Founder. The Master POA has the right to grant subeasements, either in whole or in part and either permanently or temporarily, of any and all easements granted to the Master POA.

(a) Streets. A nonexclusive easement for use of the streets, lanes, sidewalks, parking lots and parking garage, sidewalks, and driveways in 300 Main.

(b) Utility Easements. A blanket easement upon, across, over, through, and under the common elements of the condominiums for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, fiber optic, telephone, electricity, television, cable or communication lines and other equipment. By virtue of this easement, the Master POA and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement will not unreasonably interfere with each condominium association's reasonable use of its common elements in 300 Main.

(c) Police Powers. A blanket easement throughout 300 Main for private patrol services and for police powers and services, including without limitation law enforcement, emergency rescue, and fire rescue, supplied by the local, state and federal governments. This easement allows police, rescue, and fire officials to clear private streets for emergency vehicle access. The reservation of such easement does not imply that any such service shall be provided.

2.4 Master Commons. The Master POA may own and maintain certain areas, which may include, but are not limited to, open space, community areas, sidewalks, private roads, the stormwater management system in 300 Main, and parking areas and the parking garage, which shall be known as "Master Commons," and which shall be identified for the common use of the condominium associations and their members and guests. In most cases, the Master POA will hold title to the Master Commons in fee simple. In other cases, the Master POA's ownership may be in the form of easements, leases, or other rights. Property or property rights conveyed to the Master POA will be presumed to be Master Commons unless indicated otherwise. The condominium associations shall have, and are hereby granted a non-exclusive easement for the appropriate use and enjoyment of the Master Commons of 300 Main. The condominium associations' members and their guests also have the ability to use the Master Commons subject to the condominium associations' invitation and all relevant rules and regulations as established by the Master POA.

(a) Maintenance. The Master POA shall be responsible for the management, control and improvement of the Master Commons and shall keep the Master Commons attractive, clean and in good repair.

(b) Capital Improvements. Until all Parcels in 300 Main have been conveyed to Owners other than the Founder or its delegated entities, the Master POA may make capital improvements to the Master Commons and may modify the uses of the Master Commons, but only with the consent of the Founder, which shall not be unreasonably withheld. After the conveyance of the last Parcel in 300 Main to Owners other than the Founder or its delegated entities, Founder consent is not required for capital improvements. Substantial Capital Improvements must be approved by a majority of the condominium associations in accordance with Section 4.5 and the Founder while the Founder owns any Parcel in 300 Main. Any repair or replacement of existing improvements shall not be considered a capital improvement.

(c) Easements over Parcels. To the extent reasonably necessary, the Master POA has, and is hereby granted, an easement over each Parcel within 300 Main for maintenance of the Master Commons. In the event any such maintenance performed by on or behalf of the Master POA results in damage to any Parcel, the Master POA shall restore the affected property to its original condition as nearly as practicable. The Master POA also has, and is hereby granted, an easement with respect to any improvements constructed on the Master Commons that encroach on a Parcel, whether due to any minor deviation from the subdivision plat of the residential or commercial area or the settling or shifting of any land or improvements.

(d) Damage or Destruction of Master Commons. If any Master Commons or improvement on the Master Commons is damaged or destroyed by an Owner or occupant of a Parcel within 300 Main, or by family members, guests (but not including individuals in 300 Main as customers or clients of the Owner) or agents of the Owner or occupant, the Owner shall be liable for such damage or destruction. The Owner must, within 15 days after it occurs, repair the damage in a good and workmanlike manner and restore any damaged Master Commons, improvement or facility to its existing state before the damage or destruction occurred. If the Owner does not repair the damage as described above, then the Founder or the Master POA may repair the damage at the Owner's expense. The Owner may also be charged a management fee if the Master POA is required to repair the damage on behalf of the Owner because the Owner does not repair the damage. If the damage is unsightly or dangerous as determined by the Founder or the Master POA at either's sole discretion, the Founder or the Master POA has the right to repair the damage immediately and charge the Owner responsible for the damage for the cost of the damage plus a management fee after the repair has been completed. The cost of the repairs becomes an Individual Assessment on the Parcel of the Owner and constitutes a lien on the Owner's Parcel. This lien is collectible in accordance with Idaho law. The Founder or the Master POA may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity to enforce the provisions of this Section.

(e) Delegation of Use; Sale. Any Member may temporarily delegate his right of enjoyment in the Master Commons to its customers, invitees or guests, subject to the terms of this Master Declaration and any rules and regulations established from time to time. This right cannot be conveyed except as an appurtenance to the Association's common areas or common elements within 300 Main. The Founder, the Master POA, or any owner of a portion of the Master Commons may dedicate or convey all or any part of such area to any public agency or authority with the consent of the Founder, or, if the Founder no longer owns any property within 300 Main, then with the consent of the Board.

(f) Purchase of Master Commons. The Master POA may acquire additional Master Commons. The decision to acquire additional Master Commons (other than that added by the Founder), whether by purchase or lease or other means, shall be authorized by a majority of the Board. If the purchase or lease is costly enough to be considered a Substantial Capital Improvement, it must be approved as described in Section 4.5.

(g) Sale or Long-Term Lease of Master Commons. The Board may rent or assign space in the Master Commons on a short-term basis for open-air markets, festivals, parties, weddings and other events and may dedicate part or all of the Master Commons to the public. The Master POA may also sell, donate or grant long-term leases for small portions of the Master Commons or exchange parts of the Master Commons for other property inside or outside 300 Main when the Board finds that it benefits the community in at least one of the following two ways:

- The conveyance is intended to benefit the community in ways other than the revenue, if any, to be derived from the transaction. For instance, the Master POA may convey or exchange property if necessary to improve access to 300 Main or to improve utility service. The Master POA may also convey property to another community-oriented organization.
- The revenue to be derived is significant and the use and appearance of the Master Commons is not significantly impaired. For instance, the Master POA might record a boundary line adjustment to accommodate the minor relocation of a parking area or private road, or sell or lease small amounts of space for cellular telephone transmission equipment, subject to design approval in the architectural review process.

In addition, the Master POA may not sell or exchange or otherwise dispose of any Master Commons except to a successor organization conceived and organized similarly to the Master POA to own and maintain the Master Commons.

Any decision to donate, sell, exchange or lease any portion of the Master Commons must be approved by sixty percent (60%) of the Master POA Board, the DRC, and the Founder for as long as the Founder owns any Parcel in 300 Main. A transaction for sale, exchange

or lease for a term of more than one year, including all tenant renewal options, cannot be completed until thirty days after notice to the Members. After the Period of Founder Control, if requested by at least ten percent (10%) of the Members within the thirty day period, a special meeting must be held. Notice requirements for special meetings are described in the Bylaws. If a quorum is present in person or proxy, the decision to purchase, sell, exchange or lease may be rescinded by a three-quarters (3/4) vote of the Members present. Any contract with a third party for the purchase, sell, exchange or lease of the Master Commons should be contingent upon this right of rescission, unless the Board has previously passed a resolution describing the intended transaction and giving thirty (30) days notice. Except as specifically permitted by this Master Declaration, the Master Commons cannot be rented or sold. Any decision to donate, sell, exchange or lease substantially all of the Master Commons must be approved by (i) sixty percent (60%) of the Board, (ii) the DRC, (iii) the Founder for as long as the Founder owns any Parcel in 300 Main, and (iv) three-quarters (3/4) of the votes of the Master POA cast or a majority of the voting power, whichever is less.

(i) Corrective Instruments. The Master POA, by approval of the Board, may also execute corrective instruments, settle boundary line disputes and resolve other title matters concerning the Master Commons.

(j) Dedication and Condemnation. Any dedication of the Master Commons to the public must be approved in the same manner as a conveyance of the Master Commons. If all or any part of the Master Commons is taken by, or an offer is accepted in lieu of condemnation from, any authority having the power of eminent domain, all compensation and damages shall be paid to the Master POA. The Board shall have the right to act on behalf of the Master POA with respect to any negotiation or litigation relating to the offer or taking.

(j) Surface Water or Stormwater Management System. The Master POA has the power to maintain proper drainage within 300 Main. In the exercise of this power, the Master POA shall have a blanket easement and right on, over, under and through the ground within 300 Main to inspect, maintain and correct drainage of surface water and other erosion controls. This easement includes the right to cut or remove any vegetation, grade soil or take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Master POA shall notify affected Owners and Occupants (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable. The surface water or stormwater management system shall be managed as follows:

(i) Each Owner of a Parcel in 300 Main (including but not limited to condominium associations) shall have the duty to maintain in good repair and working order, all portions and elements of the stormwater management system, including without limitation, cisterns, permeable surfaces, gutters, infiltration devices or areas, rain barrels, rain gardens, green roofs, and biotreatment swales

located on the Owner's Parcel unless the Master POA has agreed in writing to maintain such elements. No Owner shall take any action to modify or diminish the effectiveness of the elements of the stormwater management system located on that Owner's Parcel without prior written approval by the Master POA. Such Owner shall promptly replace or restore the stormwater management system elements if they are damaged or wear out. Each Owner shall keep the stormwater management system elements on such Owner's property cleaned out as necessary to provide proper performance.

(ii) The Master POA has the power to maintain proper drainage and to maintain the stormwater management system within all parts of 300 Main. In the exercise of this power, the Master POA shall have a blanket easement and right on, over, under and through the ground and all improvements thereupon within 300 Main to: (i) inspect all aspects of the stormwater management system located on an Owner's Parcel. Such inspection right shall include (without limitation) the right to walk on the Parcel, access the roof of any structure on the Parcel, open any trap for rooftop runoff and open and inspect rain barrels (Owner shall provide the Master POA with keys to all locks on such elements). Other than in emergencies, the Master POA shall provide not less than twenty-four (24) hours advance notice of such inspection; or (ii) require Owner to undertake, or where Owner has contracted for the Master POA to undertake, commence, or where following notice to Owner and Owner's failure to undertake, commence clean up, clean out, removal of sediment, debris or other materials, vacuuming or steam cleaning of permeable surfaces, clearing lines of blockages, planting or removing vegetation, repair, reconstruction, maintenance or replacement of such elements, provided that the Master POA, in utilizing the easements and rights provided hereunder, shall use reasonable efforts to avoid damage to grounds and structures. Where landscaping must be removed to restore function of an element of the stormwater management system or where damage cannot be reasonably avoided in utilizing those rights, the Master POA shall have no liability therefor. The Master POA shall have neither responsibility for nor liability from the functioning of the stormwater management system or its failure to function or the occurrence or failure to occur of the maintenance, repair or replacement contemplated hereunder.

(iii) The Master POA shall notify Owners in writing concerning: (i) maintenance requirements for Owner-owned portions of the stormwater management system and (ii) any non-compliance with those maintenance requirements. If the Master POA determines that an Owner is not complying with such requirements, and the non-compliance continues for ten (10) days after notice to the Owner, the Master POA shall have the right without liability to enter the Parcel to correct, repair, restore, and maintain any non-compliant portion or element of the stormwater management system located on the Parcel. The Master POA Board may reduce or eliminate the time for notice if it believes the condition

creates a hazard. All costs related to such actions, including a management fee for activities that it must take to correct, repair, restore, or maintain any part of the stormwater management system on the Parcel on behalf of an Owner, are to be assessed by the relevant Association to the Owner as an Individual Parcel Assessment. If, in accordance with this section, authorized agents of the Master POA enter upon any Parcel to abate or remove a violation, neither the Person entering the Parcel nor the Person directing the entry shall be deemed liable for any manner of trespass for such action.

(k) Parking.

(i) Generally. Portions of the Master Commons will be constructed as parking lots or a parking garage, or will have appropriate contractual arrangements for such construction, meeting all applicable approval, permitting, and regulatory requirements ("Parking Areas"). The construction of Parking Areas and the designation or sharing of parking spaces are addressed in the Community Operating Agreement.

(ii) Maintenance of Parking Areas. The Master POA shall be responsible for operation, maintenance and upkeep of the Parking Areas and associated lighting, landscaping, parking surface, striping, drainage, and directional signs. The Master POA shall keep such areas clean and appropriately repaired, shall replace damaged or worn portions accordingly, and shall maintain the Parking Areas to the standards typically associated with commercial parking areas. The costs of such operation, maintenance, and upkeep shall be assessed as General Assessments or Special Assessments as appropriate. In the event the Master POA, after appropriate notice of a condition needing repair, fails to maintain the Parking Areas, then following not less than 45 days notice to the Master POA of intent to do so, any group of Owners constituting not less than two-thirds of the Owners within 300 Main may conduct the necessary repair and seek reimbursement from the Master POA.

2.6 Zones.

(a) Purpose. Within 300 Main, the Founder may establish Master Commons whose use is limited to some but not all of the condominium associations. Such commons are part of a Zone maintained by the Master POA. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements to a small portion of 300 Main that has special needs. The Board of the Master POA may designate zone boundaries at the time of the addition of the property by Supplemental Declaration to 300 Main, or at any other time. It is possible for Master Commons to be in more than one Zone.

(b) Zone Expenses. Some expenses apply only to certain Zones:

- Capital Improvements. Any Zone may, by approval of two-thirds (2/3) of the condominium associations sharing the use of that Zone and approval of the Master POA Board, elect to assess the Association sharing the use of the Zone for capital improvements to the Zone common areas that will primarily benefit that Zone. Assessments for maintenance or replacement of Improvements in a Zone do not require approval of the condominium associations sharing the use of that Zone.
- Additional Services. Any Zone may, by approval of condominium associations sharing the use of the Zone and approval of the Master POA Board, elect to assess all the condominium associations sharing the use of that Zone for maintenance or services in addition to those normally provided by the Master POA.

If the Zone Assessment is approved, it will be assessed to and allocated equally among all the condominium associations sharing the use of the Zone as Association Assessments.

(c) Combination of Zones. Zones may be combined for Zone Assessments. If more than one Zone is to vote, the Board shall determine whether approval and Assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the assessment.

2.7 Limitation of Liability. The Master POA and the Founder do not make any representation concerning security or safety or assume any liability for any loss or injury.

Part III:

Master POA

3.1 The Master POA. The Master POA is a non-profit Idaho corporation. The members of the Master POA are the condominium associations and the Founder until the Founder no longer owns any Parcel in 300 Main. When members of the Master POA vote on matters addressed in this Declaration, their vote is weighted as follows: the member condominium associations have one (1) vote each and the Founder shall have the number of votes equal to the number of member condominium associations with votes plus 3 additional votes.

3.2 Governance of the Master POA; Powers and Duties. The Master POA is governed by the Board of Directors. All members of the Board are appointed by the Founder until the Founder no longer owns any Parcel in 300 Main, or until the Founder voluntarily assents to the election of the Board by the Members. Once the Founder no longer owns any Parcel in 300 Main, the Board is elected by the Members. The initial members of the Board are identified in the Articles of the Master POA, and the procedure for electing Board members is set out in the Bylaws. Copies of both the Articles and the Bylaws are available from the Master POA upon request. The Master POA has the powers and duties set forth in the Articles and Bylaws, as they may be amended from time to time.

3.3 Managing Agent. The Master POA may delegate a portion of its administrative duties, powers, and functions to a managing agent ("Managing Agent") by written contract. Neither the Master POA nor the Board shall be liable for any improper act or omission by the Managing Agent that is performed outside of the scope of the Managing Agent's duties.

3.4 Insurance.

(a) Master POA Insurance. Insurance can protect the Master POA's assets and financial security. However, insurance is a large and sometimes volatile item in the Master POA's budget. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Master POA. Changes in replacement costs or anticipated liabilities can make existing insurance coverage inadequate. In rare cases, if coverage becomes too expensive, the Master POA may make a decision to drop certain coverage or to take a higher deductible. The Board may choose to have an appraisal to determine the full insurable replacement value of the property to be insured when determining the amount of insurance to carry. The

premiums for insurance policies purchased by the Master POA shall be common expenses that are assessed as General Assessments to the Members of the Master POA. The Master POA is irrevocably appointed as agent and attorney-in-fact for the Members of the Master POA, owners of the Master Commons, and for each owner of a mortgage or other lien on the Master Commons to adjust all claims arising under Master POA insurance policies and to sign and deliver releases once claims are paid.

(b) Casualty and Repair of Master Commons. If improvements to the Master Commons are damaged, the Board shall arrange for and supervise prompt repair and restoration of the improvements. The Board obtains funds for repair or reconstruction first from the insurance proceeds, second from reserves for the repair and replacement of such improvements, and third from any Special Assessments that may be necessary.

(c) Insurance to Be Obtained by Members. The Master POA shall not be responsible for purchasing insurance that covers the improvements on the individual Parcels, except where the improvements are located on easements granted to the Master POA and where the Master POA has agreed to provide insurance for such improvements. The Members are responsible for obtaining this type of coverage. Specifically, each Member must obtain property and casualty insurance for improvements, equipment, machinery, fixtures, and other possessions of the Member on that Member's Parcel.

3.5 Right of Entry. During reasonable hours, upon reasonable notice, and subject to reasonable security requirements, the Master POA or its agents shall have the right to enter upon and inspect Parcel and the improvements on the Parcel to assess compliance with this Master Declaration. However, except in the case of an emergency, the Master POA or its agents shall not have the right to enter into and inspect any residential unit without prior approval of the unit owner. Neither the Master POA nor its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. The Master POA shall not, however, exercise this right of entry in a manner that would materially or adversely affect the operation of any business on a Parcel.

Part IV: Finance

4.1 Fiscal Year. The fiscal year of the Master POA shall begin January 1 of each year, unless the Board selects a different fiscal year.

4.2 Budget Items. The budget shall estimate total expenses to be incurred by the Master POA in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by this Master Declaration or properly approved in accordance with this Master Declaration. The Master POA may build up and maintain reserves for working capital, contingencies, and repair, and replacement of the Master Commons, which shall be included in the budget and collected as part of the annual General Assessment. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Master POA. The Master POA shall include taxes associated with the Master Commons as part of the budget. Fees for professional management of the Master POA, accounting services, legal counsel and other professional services may also be included in the budget.

4.3 Preparation and Approval of Annual Budget.

(a) Adoption by Board. At least two months before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least one month before the fiscal year to which the budget applies, the Board shall send to each Association a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by the condominium associations.

(b) Budget Review of Capital Improvement. *The procedures set forth in this Section 4.3(b) apply only after the Founder no longer owns any Parcel in 300 Main or until the Founder voluntarily assents.* If the portion of the General Assessments related to capital improvements is to be increased by more than 15% when compared to the previous year's budget for capital improvements, and review is requested by petitions signed by at least a majority of the condominium associations within thirty (30) days after the budget is delivered to the condominium associations, the Board is to call a meeting to present the budget and to answer any questions. After presentation, the capital improvement portion of the budget is deemed approved unless a quorum of the condominium associations is present and a majority of the existing voting interests reject

that portion of the budget. If the capital improvement portion of the budget is rejected, the Board must approve a new capital improvement budget within two weeks and send a copy to each Association. If, under the new capital improvement budget, the General Assessments for capital improvements are to be increased by more than 15%, then that portion of the budget must be reviewed again according to the provisions of this paragraph. The portion of the budget related to maintenance is not subject to rejection by the condominium associations.

(c) Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year or review of the budget under Section 4.3(a) or (b), shall not waive or release an Association's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of a current Master POA budget each Association shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

4.4 Unbudgeted Expenses. Extraordinary expenses that are not originally included in the annual operating budget, or that represent unanticipated increases over budgeted items, may be paid in either of the following ways:

(a) Special Assessment. The Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense that this Master Declaration or the law requires the Master POA to pay, or for deferred maintenance for which designated reserves are insufficient. The Board may choose to spread the Special Assessment over a period of up to five years.

(b) Reserves. The Board shall determine the necessity and amount of reserves necessary to repair, replace, and restore capital components of the Master Commons in accordance with applicable law. In addition, if specifically authorized by the Board, reserves intended for another purpose may be used for extraordinary expenses that are not included in the annual budget. A Special Assessment may be used to pay back the reserve fund.

4.5 Capital Improvements.

(a) Approval. The Board may approve expenditure of funds for capital improvements, as further provided in Section 2.4. Any Substantial Capital Improvement (as defined in (b) below) to the Master Commons approved by the Board must be ratified by a majority of the member condominium associations. If the member condominium associations approve the Substantial Capital Improvement, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment.

(b) Substantial Test. A capital improvement shall be considered a Substantial Capital Improvement if the cost to the Master POA of the improvement is more than six percent (6%) of the Master POA's annual budget, or if, when added to other capital

improvements for the fiscal year, totals more than ten percent (10%) of the Master POA's annual budget.

(d) Founder Rights. This section shall not limit the right of the Founder to make improvements to the Master Commons.

4.6 Bookkeeping; Accounts; Use of Funds. The Master POA shall maintain a general fund and shall keep books and records of its expenses in performing its duties under this Master Declaration. Reserves shall be kept separate from other Master POA funds, either in a single account for all reserves or separated by purpose. All Assessments, management fees, professional fees, fines and other moneys collected under this Master Declaration shall be used only for maintenance, repair and replacement of the Master Commons, reserves, payment of taxes, government fees, capital improvements and other uses authorized by this Master Declaration, including legal and professional fees.

4.7 Assessments. The cost of meeting the Master POA's operating expenses is divided among all the condominium associations.

(a) General Assessments. General Assessments are used to fund the Master POA's budget.

(i) Each Association shall pay a pro-rata share of the General Assessments based on the proportion of voting interest within the Association to the total number of voting interests in 300 Main in existence at that time.

(ii) The Founder shall not be subject to Assessments (whether General Assessments, Special Assessments, Zone Assessments, or Association Assessments) for undeveloped real property that it owns.

(iii) Notwithstanding anything to the contrary in this Section 4.7, the Board of the Master POA may provide reasonable adjustments to the pro-rata shares described above on a case-by-case basis.

(b) Special Assessments. Special Assessments may be imposed for unbudgeted emergency expenses in accordance with Section 4.4, or for capital improvements in accordance with Section 4.5. Special Assessments are allocated in the same manner as General Assessments.

(c) Association Assessments. The Master POA may levy at any time an Association Assessment against a condominium association for the purpose of defraying, in whole or in part, the cost of any special services to that condominium association, or any other charges designated in this Master Declaration as an Association Assessment. Association Assessments may reflect differences in condominium association size or nature of use or percentage of voting interests.

The Board shall set the date or dates such Assessments become due and may provide for collection of Assessments annually or in monthly, quarterly or semiannual installments.

The annual General Assessments for a condominium association shall begin on the day of conveyance of the first common area to an Association, prorated to the month of closing.

4.8 Collection of Assessments.

(a) Obligation for Assessments. Each condominium association is required to pay all Assessments (General Assessments, Special Assessments, Zone Assessments, and Association Assessments) assessed to that condominium association. The Master POA has the right to institute reasonable policies concerning late fees and interest, which the condominium association is also required to pay.

(b) Collection Costs. If any Assessment is still delinquent fifteen (15) days after the Master POA has delivered a warning letter to the condominium association's last known address, the Master POA has the right to also charge the condominium association with the Master POA's collection costs, including a reasonable attorney's fee, whether or not suit is brought. The warning letter must state the amount of Assessments owed and that failure to respond by a specified date at least seven (7) days from the date of the letter will result in such additional charges.

(c) Legal Remedies. The obligation to pay Assessments and costs is a personal obligation of the condominium association, a lien on the condominium's common elements or a lien on the Parcel, and a lien on the individual Owners' Parcels within the condominium (each Owner is only responsible for the portion of the Assessment attributable to his Parcel). (The past-due Assessments, plus late-fee, interest to the time of collection and the Master POA's attorney's fees and other collection costs are called the "Assessment Charge.") The Master POA may bring an action at law against the condominium association obligated to pay the Assessment Charge or, in the event the condominium association has not paid the Assessment Charge, then the Owners of Parcels within the relevant condominium, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The lien, once perfected, shall be prior to all other subsequent liens and encumbrances except (i) real estate tax liens on that common area, (ii) liens and encumbrances recorded prior to the recordation of the Master Declaration, and (iii) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien. The provisions of this paragraph shall not affect the priority of mechanics' and materialmen's liens.

(d) Additional Remedies. The Master POA shall also have the right to suspend the voting rights and right to use of the Master Commons by a condominium association and its members and guests, and may prohibit the leasing of the common area or attach rentals from the common area for any period during which any Assessment remain unpaid.

Part V:

Architectural Review; Design Code

5.1 Design Code. Improvements within 300 Main will be designed and built by different architects and builders. Each of these individuals will contribute to the shaping of the community. The Design Code communicates the basic elements that are essential for creation of this residential community. The architectural review process, set out in Part III of the Community Operating Agreement, concerns all portions of the Design Code.

5.2 Obtaining the Design Code. Copies of the Design Code are available from the Master POA, the DRC or the Founder. Because the Design Code may change from time to time, it is important that an Owner obtain approval based on the current version of the Design Code before undertaking any change or improvement of his or her property.

5.3 Founder and DRC Roles. The community attracts its residents based on the anticipation that it will, in general, be constructed in accordance with the Founder's vision. The Design Code represents a component of that vision. No improvement will be made nor building permit for an improvement sought without written approval of the improvement by the DRC. The DRC will review improvements using the Design Code procedures set forth in the Community Operating Agreement, as it is amended from time to time, or in written DRC policies. The DRC has the sole and absolute ability to review and approve applications. The Founder may select the representatives of the DRC. Once the Founder can no longer appoint members of the DRC, or chooses not to appoint the members of the DRC, the Master POA shall select the members of the DRC.

5.4 Indemnification. The Master POA shall indemnify any individual who is, was or is threatened to be made a party to a civil, criminal, administrative, investigative or other proceeding (including a proceeding by or in the right of the Master POA or by or behalf of its Members) because such individual is or was a member of the DRC, against all liabilities and reasonable expenses incurred by the DRC member on account of the proceeding, except such liabilities and expenses as are incurred because of the DRC member's willful misconduct or knowing violation of the criminal law.

5.5 Review Process. The Community Operating Agreement outlines the method for review of both initial construction and modifications to ensure that as 300 Main matures it continues to follow the vision set out in the Design Code. In the event of any conflict

between this Master Declaration and the Community Operating Agreement, the Community Operating Agreement shall prevail.

5.6 Enforcement.

(a) By taking title to property in 300 Main, Owners have agreed to the provisions of this Master Declaration and other recorded instruments placing certain restrictions on the use of the property. Idaho courts have consistently enforced architectural review requirements contained in recorded instruments. To enforce the provisions of this Master Declaration, the Board may by majority vote and on behalf of the Master POA require the Owner to resolve the dispute through binding arbitration, seek an injunction, or bring suit seeking other remedies, including any combination of damages, specific performance, declaratory decree and/or permanent injunction or other remedy at law or in equity. The Master POA may also be awarded reasonable attorneys' fees in any litigation in the event a court holds in its favor.

(b) The DRC may require the builder or Owner to post a deposit from which the DRC may deduct published fines and costs of rectifying the deviation for failure to comply with the approved plans and specifications and rules for builder conduct. The collection of a fine shall not in any way diminish the available remedies at law or equity.

(c) Failure to enforce any provision of this Part shall not be deemed a waiver of the right to do so at any time thereafter.

Part VI: Founder's Reserved Rights

6.1 Addition or Withdrawal of Property.

(a) Additions. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from the date of this Master Declaration, from time to time in its sole discretion, to add additional property to 300 Main. The Founder may also add to 300 Main: (i) property contiguous to 300 Main, (ii) property any portion of which is within two miles of any portion of 300 Main (including any property separated from 300 Main by a public street, body of water or other property) or, (iii) any other property with a reasonable relationship to 300 Main.

(b) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the Clerk/Recorder's Office, and upon such recording the additional property shall become part of 300 Main, subject to this Master Declaration. The Supplemental Declaration may modify, remove or add to the provisions of this Master Declaration if needed to reflect the different character of the additional property, including a different assessment allocation.

(c) Withdrawal of Property. The Founder reserves the right to withdraw property from 300 Main so long as all Owners within the area to be withdrawn consent and access to the remaining portions of 300 Main are preserved.

6.2 Assignment. The Founder may at any time assign all or any portion of its rights under this Master Declaration to a related entity, a successor Founder, or one or more of the condominium associations.

6.3 Rules and Regulations. The Founder may enact rules and regulations governing any of the matters addressed by this Master Declaration.

Part VII: Amendment and Additional Miscellaneous Terms

7.1 Amendment.

(a) Generally. The Founder shall have the right to amend this Master Declaration at any time while the Founder owns any Parcel in 300 Main. Rights reserved to the Founder may not be amended without the specific consent of the Founder. When the Founder no longer owns any real property in 300 Main, this Master Declaration may be amended upon written approval of two-thirds (2/3) of the Members.

(b) Recording. Any amendment shall take effect upon the recording of a Supplemental Declaration in the Clerk/Recorder's Office.

7.2 Rerecording. Unless this Master Declaration is terminated, the Founder or any other party may rerecord this Master Declaration or other notice of its terms at intervals necessary under Idaho law to preserve its effect. If this Master Declaration is terminated in part, the Founder or any other party may rerecord only the non-terminated portion of this Master Declaration or other notice of those terms at intervals necessary under Idaho law to preserve the effect of the non-terminated portion.

7.3 Enforcement. To enforce any other provision of this Master Declaration, the Founder or the relevant Association may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Founder or the relevant Association may also require and enforce the collection of a management fee if the Founder or the relevant Association is required to take action on behalf of an Owner. Failure to enforce any provision of this Master Declaration shall not be deemed a waiver of the right to do so at any time thereafter.

7.4 Interpretation.

(a) Construction. The provisions of this Master Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of 300 Main as a neighborhood of the highest quality.

(b) Caption; Capitalized Terms; Gender; Graphics. The paragraph and section headings and captions appearing in this Master Declaration are inserted only as a matter of convenience and for reference and in no way limit or otherwise affect the scope, meaning, or effect of any provision of this Master Declaration. Terms that are capitalized in this Master Declaration shall have the meaning set forth in this Master Declaration unless the context plainly makes such meaning inappropriate. Unless the context indicates otherwise, whenever the singular number is used in this Master Declaration, the same shall also include the plural, and words in one gender shall also include words in all other genders. Whenever the term "including" occurs in this Master Declaration, it shall be interpreted broadly and without limitations as "including but not limited to". Graphics or renderings included as a part of this Master Declaration have no regulatory purpose and do not represent a commitment to a particular outcome or result.

(c) Governmental Regulation. All provisions of this Master Declaration shall be subject to applicable government regulation or agreements.

(d) Conflict. In the event of a conflict between this Master Declaration and the declarations of any condominium associations in 300 Main, the terms of this Master Declaration shall govern.

(e) Invalidity. The invalidity of any part of this Master Declaration shall not impair or affect the validity or enforceability of the rest of the Master Declaration, which shall remain in full force and effect.

7.5 Jurisdiction. Any suit concerning this Master Declaration must be brought in the court of appropriate jurisdiction for Driggs, Idaho. This Master Declaration shall be construed in accordance with the laws of the State of Idaho.

7.6 Notice.

(a) Notice to the Founder. Any and all notices or other communication required or permitted by this Master Declaration, or by law to be served on or given to the Founder must be in writing and shall be deemed appropriately served and given when the notice or communication is personally delivered, or in lieu of such personal service, on the third business day after it is deposited in the United States mail, first class, postage prepaid, certified or registered mail, return receipt requested, addressed to the Founder as follows:

Part VII: Amendment and Additional Terms

TC Horizon, LLC
c/o Teton Valley Realty
P.O. Box 604
253 South Main Street
Driggs, Idaho 83422

with copies to: Heather N. Stevenson
McGuireWoods LLP
901 East Cary Street
Richmond, VA 23219-4030

or to such other address as the Founder may specify by Supplemental Declaration executed by the Founder without need for the consent of any other Owners.

(b) Notice to Members. Notice to any Member (other than the Founder) or to any Mortgagee shall be deemed duly served when personally delivered to the Person to whom it is directed, or in lieu of such personal service, on the third business day after it is deposited in the United States mail, first-class postage prepaid, certified or registered mail, return receipt requested, addressed to (i) the Member at the address as shown in the applicable City or County tax records, or to such other address as designated by the Member in writing to the Declarant, as applicable; and (ii) to such Mortgagee at the address designated by the Mortgagee in writing to the Founder.

Part VIII: Definitions

- 8.1 **300 Main.** “300 Main” is that community described in Exhibit B to the Community Operating Agreement.
- 8.2 **300 Main Commons.** “300 Main Commons” consist of all of the Master Commons and the common elements of the condominiums in 300 Main as they may be established from time to time.
- 8.3 **300 Main Design Review Committee.** The “300 Main Design Review Committee” or “DRC” is the panel established by the Community Operating Agreement to review and approve new construction on and modifications to Parcels and to perform other tasks described in this Master Declaration and the Community Operating Agreement.
- 8.4 **300 Main Design Code.** The “300 Main Design Code” or “Design Code” establishes the plan for the development of 300 Main through its regulation of land use, architecture and environment. The Design Code is originally adopted by the Founder and may be amended from time to time in accordance with this Master Declaration and the Community Operating Agreement. The Design Code does not need to be recorded to be effective but shall be available from the DRC.
- 8.5 **Articles.** “Articles” are the Articles of Incorporation of the Master POA.
- 8.6 **Assessments.** “Assessments” is the collective term for the following Association charges, all as further described in Chapter 4:
- **General Assessment.** The “General Assessment” is the amount allocated among the condominium associations to meet the Master POA’s annual budgeted expenses.
 - **Association Assessment.** An “Association Assessment” is a charge made to a particular Association for charges relating only to that Association’s common areas or common elements, as applicable.
 - **Special Assessment.** A “Special Assessment” may be charged to each Association for capital improvements or emergency expenses.
 - **Zone Assessment.** A “Zone Assessment” is a charge made to a particular group of condominium associations or common areas for expenses relating only those commons areas in that Zone.

- 8.7 **Board.** "Board" is the Board of Directors of the Master POA.
- 8.8 **Bylaws.** The term "bylaws" refers to the bylaws of the Master POA, as amended from time to time.
- 8.9 **Clerk/Recorder's Office.** The "Clerk/Recorder's Office" is the Teton County Clerk/Recorder's Office, or such other place in City of Driggs where real estate documents and records relating to title to real estate are maintained.
- 8.10 **Founder.** The Founder is TC Horizon, LLC, an Idaho limited liability company.
- 8.11 **Master Commons.** "Master Commons" comprises real property within 300 Main as designated on a plat or specifically conveyed to the Master POA, for the common use and enjoyment of all Owners. "Master Commons" also include any improvements on that real property, all utilities, utility easements, stormwater facilities, open spaces, community areas, and other easement rights or personal property for the Owner's common use, and any other property of any type specifically designated as Master Commons. The Master Commons may include areas dedicated to the public to the extent that the Master POA agrees to maintain, or is required to maintain, such property.
- 8.12 **Master Declaration.** The "Master Declaration," is the 300 Main Master Declaration recorded in the land records of the Clerk/Recorder's Office, as amended from time to time. The Master Declaration establishes the Master POA's rights with respect to Master Commons and ultimate architectural control, reserves certain rights to the Founder, and places other restrictions on the use of 300 Main.
- 8.13 **Master POA.** The "Master POA" is 300 Main Property Owners Association, Inc, an Idaho non-profit corporation.
- 8.14 **Member.** Each condominium association established within 300 Main from time to time and the Founder are "Members" of the Master POA.
- 8.15 **Occupant.** "Occupant" means any Person who occupies and/or who is entitled to use a part of 300 Main as Owner, lessee or licensee, or in any other capacity other than as the beneficiary of an easement.
- 8.16 **Owner.** "Owner" is the record owner, whether one or more persons or entities, of fee simple title to any Parcel in 300 Main. Owners shall not include those having such interest merely as security for the performance of an obligation, or condominium associations (but shall include the condominium Owners individually).
- 8.17 **Parcel.** A "Parcel" means any plot or parcel of land, including any Improvements on such Parcel, designated for separate ownership or occupancy in 300 Main other than a common area, and a unit in a condominium.

8.18 **Period of Founder Master Control.** The “Period of Founder Master Control” is that period during which the Founder owns any real property in 300 Main or until earlier if the Founder voluntarily terminates all of his authority through a recorded document.

8.19 **Person.** A “Person” is any natural person, corporation, partnership, trust, limited liability company, or other entity.

8.20 **Substantial Capital Improvements.** “Substantial Capital Improvements” are those Improvements the costs of which exceed six percent (6%) of the Master POA’s annual budget, or if when added to other capital improvements for the fiscal year, the sum is more than ten percent (10%) of the Master POA’s annual budget.

8.21 **Supplemental Declaration.** “Supplemental Declaration” is any instrument that may be recorded by the Founder or the Master POA as provided in the Master Declaration.

8.22 **Wheeled Transport.** “Wheeled Transport” means bicycles, scooters, skateboards, roller skates, roller blades, tricycles, wheelchairs, Segway Human Transport, wagons, baby strollers and similar means of transportation, working on wheels or tracks, whether or not motorized, but not including motorcycles, motorized go carts, all terrain vehicles or mini-bikes.

8.23 **Zone.** “Zones” are smaller areas within 300 Main of distinct common areas. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

IN WITNESS WHEREOF, the undersigned does hereby make this Master Declaration for 300 Main and has caused this Master Declaration to be executed as of the day and year first above written.

TC HORIZON, LLC,
an Idaho limited liability company

By: [Signature]

Name: Mark S. Rockefeller

Title: Managing Member & President

STATE OF Idaho :

CITY/COUNTY OF Teton :

The foregoing instrument was acknowledged before me this 15th day of October, 2008 by Mark S. Rockefeller, a Managing Member of TC HORIZON, LLC, an Idaho limited liability company, on behalf of the company.

My commission expires:

Residing in Bonneville County
Commission Expires on 05-07-2013

Camille K. Watson
Notary Public

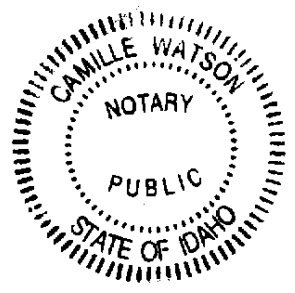


Exhibit A

300 Main

300 Main shall include the real property described on that certain plat entitled "300 Main", a subdivision located in the E ½ of NW ¼ of Section 35, Township 5 North, Range 45 East, B.M., City of Driggs, Teton County, Idaho, prepared by Nelson Engineering, dated May 5, 2008, and duly recorded on 16 Oct. 2008 in the public records of the Teton County Clerk/Recorder's Office, Driggs, Idaho, as Instrument Number 200746.

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