

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
THE
HOURGLASS TOWNHOMES**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR THE HOURGLASS TOWNHOMES (this
“Declaration”) is made effective as of the 19 day of NOVEMBER 2025, by the Hourglass
Owners’ Association, Inc., an Idaho nonprofit corporation, which states as follows:

ARTICLE 1. RECITALS.

Property Covered. The Declaration covers that certain real property legally described in
the attached Exhibit A which is made part hereof (the “Property”), and as shown on the Plat of
Hourglass Townhomes recorded 12-9-2008, Instrument No. 563379, official records of Blaine
County, Idaho, (the “Plat”). The Property, together with all the improvements and structures now
or hereafter placed on the Property, shall hereinafter be referred to as the “Project”. This
Declaration is for the benefit of any and all owners of any portion of the Property.

Purpose of Declaration. This Declaration is made for the purposes of amending and
restating in its entirety that certain Declaration of Covenants, Conditions and Restrictions recorded
on December 9, 2008, in Blaine County as Instrument No. 563378. The Declaration set forth the
basic restrictions, covenants, limitations, conditions, and equitable servitudes (collectively
“Restrictions”) that will apply to the Property, and use of any and all portions thereof. The
Restrictions are designed to protect, enhance, and preserve the value, desirability, and
attractiveness of the Property in a cost-effective and administratively efficient manner.

ARTICLE 2. DECLARATION.

The Property, and each lot, dwelling, parcel, or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property. The restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon any person or entity, and their heirs, successors, agents, and assigns having or acquiring any right, title, or interest in the Property or any Lot, dwelling, parcel or portion thereof; shall inure to the benefit of every Lot, dwelling, parcel or portion of the Property and any interest therein; and may be enforced by the Owners Association and any Owner or Owner's successors of the Property or any Lot, dwelling, or portion thereof.

ARTICLE 3. DEFINITIONS.

3.1 “Articles” shall mean the Articles of Incorporation of the Association, as may be amended from time to time.

3.2 “Association” shall mean and refer to the Hourglass Owners’ Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

3.3 “Association Rules” shall mean the rules and regulations that may be adopted, amended, or repealed by the Association from time to time in accordance with this Declaration.

3.4 “Board” shall mean the duly elected board of directors of the Association.

3.5 “Building” shall mean any one of the buildings, structures, and facilities on the Property as shown on the Plat.

3.6 “Bylaws” shall mean the bylaws of the Association.

3.7 “Common Area” shall mean all real property (including the Improvements thereto) owned by the Association for the common use and enjoyment of the Owners. All of the Property other than the Lots shall be Common Area.

3.8 “Dwelling Unit” shall mean and refer to the residential Improvement to be constructed on each Lot.

3.9 “Improvement” shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon, or allowed on, under or over any portion of the Property, including, without limitation, residential structures, accessory buildings, fences, streets, drives, driveways, parking areas, garages, sidewalks, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, vegetation, rocks, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, road construction, or utility improvements, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and Improvements.

3.10 “Lot” shall mean and refer to any parcel of land shown upon the Plat upon which a Dwelling Unit may be constructed pursuant to this Declaration and applicable law.

3.11 “Member” shall mean each person or entity holding a membership in the Association.

3.12 “Mortgage” shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

3.13 “Mortgagees” shall mean and refer to the holder of any mortgage or deed of trust encumbering any Lot within the Property.

3.14 “Owner” shall mean and refer to the record owner, whether one or more Persons of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3.15 “Party Wall” shall mean any common wall between two (2) single-family Dwelling Units which is also the legal dividing line between the two (2) Lots.

3.16 “Person(s)” shall mean any individual, partnership, corporation, or other legal entity.

3.17 “Plat” shall mean the plat described in Article 1 of this Declaration, and any duly authorized amendments, supplements, modifications, or restatements thereto.

3.18 “Property” shall mean and refer to that certain real property legally described on the attached Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE 4. PROPERTY RIGHTS.

4.1 Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

 (a) the right of the Association to charge reasonable assessments for the use of the Common Area;

 (b) the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

 (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may

be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by the Members holding 60% of the total votes which may be cast by all of the Members has been recorded.

4.2. Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, guests, invitees or contract purchasers who reside on the Property, subject to the Bylaws and the rules and regulations adopted by the Association.

4.3 Encumbrance of Common Area. The Common area cannot be mortgaged or conveyed without the approval of Members representing 70% of the total votes that may be cast by all the Members. If ingress or egress to any Dwelling Unit is through the Common Area, any conveyance or encumbrance of the Common Area shall be subject to an easement of the Owners of such Dwelling Units for the purpose of ingress and egress.

4.4 Dwelling Units. All Lots, except the Common Area, are designated for the construction of townhome Dwelling Units. No Owner shall construct any separate Improvement on any of the Lots other than a townhome Dwelling Unit, which townhome Dwelling Unit may include an attached, enclosed parking garage space. No Lot or Dwelling Unit may be subdivided.

4.5 Leasing Restrictions. A Dwelling Unit may not be conveyed pursuant to a timesharing plan. All leases and rental agreements shall be in writing and subject to the terms of this Declaration, the Articles, Bylaws and Association Rules. All leases of a Dwelling Unit shall include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce this Declaration against the tenant, provided the Association gives the landlord Owner notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

4.6 Easements for Utilities. There exists, for the benefit of the Association, the Owners, and their invitees, an easement over and across the Common Area, the Lots, and those portions of the Dwelling Units that provide utility service to more than one Dwelling Unit as may be reasonably necessary for utilities (including cable television) serving one or more Dwelling Units. The Association shall retain the right of access to the areas encumbered by such easement for purposes of the maintenance, repair, and replacement of utility elements and equipment that serve more than one Dwelling Unit.

ARTICLE 5. MEMBERSHIP AND VOTING RIGHTS

One Vote per Lot. Every Owner of a Lot that is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment. All Owners shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot, and no one (1) vote for any Lot can be split.

ARTICLE 6. USE AND REGULATION OF USES.

6.1 Use.

(a) Each Lot shall be used for single-family residential purposes only, on an ownership, rental, or lease basis; and for the common social, recreational, or other reasonable uses normally incident to such use. Lots may be used for the purposes of operating the Association and for the management of the Association.

(b) Unenclosed parking spaces are restricted to use for parking of operative motor vehicles. Motor homes, campers, trailers, boats, and other recreational vehicles may be temporarily parked in designated parking spaces for a maximum of forty-eight (48) hours. Permanent parking of motor

homes, campers, trailers, boats, and other recreational vehicles on the Property is prohibited. The Board may require removal of any inoperative vehicle, or any unsightly vehicle, and any other vehicle, motor home, camper, trailer, boat equipment or item improperly parked, or stored. If the same is not removed after three (3) days' written notice, the Board may cause removal at the risk and expense of the Owner thereof. Any other item or equipment determined by the Board to be objectionable may be similarly removed. Notwithstanding anything to the contrary contained in this Declaration, no Owner shall unreasonably restrict or interfere with any other Owner's access to his Lot.

(c) Nothing shall be done or kept in any Dwelling Unit or in the Common Area which will increase the rate of insurance on the Common Area or any other Dwelling Unit without the prior written consent of the Board. Any increase in the rate of insurance caused by an Owner or such Owner's guests or tenants shall be paid for by such Owner. No Owner shall permit anything to be done or kept in his or her Dwelling Unit or any part of the Common Areas, which would be in violation of any laws.

(d) No waste will be committed in the Common Area or any Dwelling Unit.

(e) No sign shall be displayed on any Dwelling Unit without the prior consent of the Board, except that Owners may display political signs, flags, and other protected displays as permitted by Idaho Code sections 55-3209, 55-3210, and 55-115, subject to reasonable rules of the Association regarding time, place, size, number, and manner.

(f) No animals (which term includes livestock, domestic animals, poultry, reptiles, and any other living creature of any kind), shall be raised, bred, or kept in any Dwelling Unit or in the Common Area, whether as pets or otherwise, except as may be allowed by rules and regulations adopted by the Board; provided, however, this provision shall not prohibit Owners from having

no more than two (2) pets. The Board may at any time require the removal of any animal including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall only be walked on a leash. No pets shall be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats. Each Owner shall hold harmless the Association and other Owners from all claims, fees, and costs arising from any action of its pets.

(g) No noxious or offensive activity shall be carried on in any Dwelling Unit or Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners. The violating Owner shall hold harmless the Association and other Owners from all fines, penalties, costs, and prosecutions for any violations or noncompliance.

(h) Nothing shall be altered or constructed in or removed from the Common Area except upon written consent of the Board and in accordance with procedures required herein or by law.

(i) No Owner shall install or place any item on the exterior of his or her Dwelling Unit or on any building without the consent of the Board and the Architectural Review Committee, including, without limitation, any fences or landscaping. The Architectural Committee shall not allow any fence or vegetation which may materially obstruct the view of any and all other Owners or occupants of Dwelling Units.

(j) No antennas or satellite dishes shall be installed on the exterior without prior Architectural Review Committee approval, except for installations protected by federal law or Idaho Code, which may be regulated only as to location, screening, and safety.

(k) No electrical device creating an overland of standard circuits may be used without permission of the Board. There shall be no modifications of electrical systems or circuits within a Dwelling Unit without the permission of the Board. Misuse or abuse of appliances or fixtures within a Dwelling Unit which affects other Dwelling Units, or the Common Area is prohibited. Any damage resulting from such misuse shall be the responsibility of the Owner who caused it. Total electrical usage for any Dwelling Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

(l) Storage of articles is restricted to identified storage areas of the Owner's Dwelling Unit. Storage on balconies, patios, or other areas visible from the building's exterior is prohibited. No Owner shall paint, remodel, or enclose any balcony, or dry clothing on any portion of a balcony. Any owner may furnish a balcony with outdoor or patio furniture, consistent with the provisions of this Declaration and the Association Rules.

(m) The boiler installed in the Dwelling Unit in Building 3, Unit A, must be manually reset promptly upon resumption of service after a power outage. Failure to do so can result in pipes freezing.

(n) Humidifiers are to be used at each Owner's risk due to the risk of mold and condensation.

(o) No ceiling penetrations shall be permitted on the top floor of any Improvement. No wall penetrations shall be permitted within four (4) feet of any Party Wall on any level of any Improvement.

ARTICLE 7. EXTERIOR APPEARANCE AND MAINTENANCE.

7.1 Uniform Appearance. In order to preserve a consistent exterior appearance of the Dwelling Units, the Board shall provide exterior maintenance upon each Lot which is subject to

assessment, including paint, repair, replacement, and care of roofs, gutters, downspouts, exterior building surfaces, window frames, trees, shrubs, grass, walks and other exterior Improvements, including any fence or other exterior Improvement approved by the Architectural Review Committee and erected or constructed by any Owner. Such exterior maintenance shall not include glass surfaces. In the event that the need for maintenance or repair of a Lot or the Dwelling Unit thereon is caused by the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests, or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

The Board shall have the authority and control over such exterior maintenance as otherwise provided in this Declaration.

7.2 Entry for Repairs. In the event of an emergency which in the judgment of the Board or its agents presents an immediate threat to the health and safety of the Members, their tenants, guests, or invitees, or an immediate risk of harm or damage to any of the Dwelling Units or any part of the Property, the Board and its agents or employees, may enter any Dwelling Unit to make repairs or perform maintenance; Any damage caused by such entry shall be repaired by the Board out of the common expense fund if the entry was due to an emergency (unless the emergency was caused by an Owner, in which case the cost shall be specially assessed to the Lot owned by said responsible Owner). If the repairs or maintenance were necessitated by or for the Dwelling Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially assessed to such Dwelling Unit.

7.3. Maintenance of Private Walkways and Heated Driveways. All walkways and heated driveways constructed on the Property are private property which shall be owned and

maintained by the Association. Owners/Members shall be assessed for the maintenance, repair, snow removal, and replacement of these private walkways and heated driveways.

ARTICLE 8. COVENANT FOR ASSESSMENTS.

8.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, including, without limitation, annual assessments for all exterior maintenance and maintenance of Common Area, private walkways and heated driveways, and (2) special assessments for capital Improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late fees and reasonable attorney's fees, shall be a continuing lien upon the Lot against which each such assessment is made.· Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them. The amount of the annual assessments shall be fixed by the Board.

8.2 Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement, maintenance, repair, and replacement of the Common Area and exterior maintenance obligations of the Association.

8.3 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost

of any construction, reconstruction, repair, or replacement of a capital Improvement upon the Common Area, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of Members representing 60% of the total votes which may be cast by all of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

8.4 Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 8.2 or 8.3 of this Article shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the total votes which may be cast by all of the Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Nothing contained herein shall prohibit the attendance of members at meetings via telephone conference.

8.5 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, based on the proportion of the square footage of each Dwelling Unit in relation to the total square footage of all Dwelling Units. The proportionate share of assessments for each Dwelling Unit is set forth in Exhibit B attached hereto. Each Owner hereby agrees and acknowledges that the vertical and/or horizontal dimensions or descriptions of each Lot and Dwelling Unit and the area or dimensions of the Common Area shown on the Plat are approximate, but for the purposes of this Declaration shall be considered absolute, and no architect, lawyer, or surveyor who has prepared or assisted in the preparation of this Declaration or the exhibits hereto

have warranted, represented, or guaranteed that any Unit or appurtenant Common Area contains the exact area, square footage, or dimensions shown in the aforementioned documents. Each Owner waives any claim or demand which they might have against any architect, lawyer, or surveyor who has prepared or assisted in the preparation of this Declaration or the exhibits hereto, as a result of any difference, shortage, or discrepancy which exists between the actual area, square footage, or dimensions shown on the aforementioned exhibits.

8.6 Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the closing of the sale of each Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, which may be quarterly or monthly as the Board, in its sole discretion, shall determine. The Association shall, upon written demand, furnish, without charge, a statement of the member's assessment account that complies with Idaho Code section 55-3205, as amended, which statement shall bind the Association as of the date of issuance. The statement shall include all outstanding assessments, charges, late fees, interest, fines, and any transfer fee that is or may become due upon transfer, and the Association shall be bound by the amounts set forth in the statement. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. On or before January 1 of each calendar year, the Association shall provide to all Members the disclosure of all fees that will be charged to a Member during the following calendar year, including any transfer fee, in accordance with Idaho Code

section 55-3205(2). Within sixty (60) days after the close of each fiscal year, the Association shall provide all Members with an updated and reconciled financial disclosure, in accordance with Idaho Code section 55-3205(4).

8.7 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at a rate equal to four percent (4%) over the highest prime rate, fully floating, published by the Wall Street Journal (or, if the Wall Street Journal is no longer published, a similar publication). The date of delinquency is the date which is thirty (30) days after the due date of any assessment. Additionally, a late fee of \$50 shall be added to and charged on each assessment which is not paid by the date of delinquency. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. See Section 9.7, enforcement provisions.

8.8 Subordination of the Lien of Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first priority mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

ARTICLE 9. AUTHORITY OF BOARD OF DIRECTORS.

9.1 Authority of Board. The Board shall enforce the provisions of this Declaration, and the Association's Articles, Bylaws, and duly adopted rules and regulations for the benefit of the

Association and the Owners. In doing so, the Board shall have all powers and authority permitted to the Board under the Association's Articles of Incorporation and Bylaws and this Declaration. The Board shall acquire and shall pay for, out of a common expense fund to be established by the Association, all goods and services requisite for the proper functioning of the Association and the Property, including but not limited to the following:

- (a) Operation, maintenance, and management of the Common Area, including repair and replacement of property damaged or destroyed by casualty loss.
- (b) Water, sewer, garbage collection, electrical, and any other utility service as required for the Common Area. If one or more Dwelling Units and/or the Common Area are not separately metered, the above-described utility services may be paid as a common expense, and the Board may by reasonable formula allocate a portion of such expense to each such Dwelling Unit involved as a portion of its common expense. The Board may arrange for special metering of utilities as appropriate.
- (c) Maintenance and repair of storm drains located on the Property, except for those storm drains located on or within the right-of-way of any street, alley, or other land dedicated to public use and maintained by a public authority.
- (d) Policies of insurance providing coverage of the Dwelling Units and Common area for fire and other hazard, public liability, and property damage, and fidelity bonding as the same are more fully described in the Bylaws or this Declaration. Each Owner shall be responsible for his or her own insurance on the contents of his Dwelling Unit, his additions and improvements to his or her Dwelling Unit, and decorating and furnishings, and his or her personal property stored elsewhere on the Property, and his or her personal liability or injury insurance, to the extent not covered by the Association for all Owners in the Association's policies.

(e) The services of Persons as required to properly manage the affairs of the Association to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Property.

(f) Legal and accounting services necessary or proper in the operation of the Association affairs, administration of the Property, or the enforcement of this Declaration.

(g) Lawn care and watering, landscaping, gardening, and fencing maintenance, repair, and replacement for the Property; provided that the interior of each Dwelling Unit shall be maintained and repaired by the Owner thereof as provided in this Declaration.

(h) Exterior maintenance upon each Dwelling Unit including, without limitation, paint, stain, repair, replacement, and care of roofs, gutters, window frames, downspouts, fences, and exterior building surfaces, excluding glass surfaces (which shall be the responsibility of each Owner for his or her respective Dwelling Unit). In the event that the need for such exterior maintenance or repair is caused through the willful or negligent act of the Owner, his or her family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Dwelling Unit is subject.

(i) Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure by law or which in the Board's reasonable opinion shall be necessary or proper for the operation of the Property or for the enforcement of this Declaration; provide that if for any reason such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular Dwelling Units or their Owners, the cost thereof shall be specially assessed to the Owners of such Dwelling Units.

(j) Maintenance and repair of any Dwelling Unit and its appurtenances, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect or preserve the appearance and value of the Property, and the Owner or Owners of said Dwelling Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner or Owners, provided that the Board shall levy a special assessment against the Dwelling Unit of such Owner or Owners for the cost of such maintenance or repair.

(k) The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the Property or any part thereof, which is claimed to or against the Property, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such a lien, they shall be jointly and severally liable for the cost of discharging it and any costs and expenses incurred by the Board by reason of such lien or liens shall be assessed against the Owners and the Dwelling Units responsible to the extent of their responsibility.

(l) The Board shall not make any non-budgeted expenditure in excess of \$5,000 without the approval thereof by Members representing 60% of the total votes which may be cast by all of the Members voting thereon at a meeting called for such purpose, except for an emergency threatening the security of any Improvement on the Property.

9.2 Easement. The Board and its agents and employees shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes of performing repairs, maintenance, and care of the Property as provided herein or for otherwise discharging the responsibilities and duties of the Board as provided in this Declaration.

9.3 Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or restrictions of this Declaration, or of the Association's Articles of incorporation or Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, or Restriction, but such term, or Restriction shall remain in full force and effect. Failure by the Board to enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board.

9.4 Limitation of Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to a Person or property caused by the elements, or by another Dwelling Unit Person; or resulting from electricity, gas, water, rain, dust, or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners on the Property or in Dwelling Units. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority.

9.5 Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorney's fees), judgments, liabilities, fines, and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit, or proceeding, whether civil, criminal, administrative, or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of

the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful.

9.6 Violations, Due Process, Notice, Limitation on Fines, And Attorney Fees

(a) The Association shall have the authority to levy reasonable fines for violations of this Declaration, the Articles, the Bylaws, or duly adopted Association Rules.

(b) No fine may be imposed on a Member unless a majority of the Board, at a duly noticed meeting of the Board, votes to impose the fine on that specific Member and for that specific violation.

(c) Written notice of the alleged violation and of the date, time, and place of the Board meeting at which the Board will consider imposing a fine shall be provided to the Member not less than thirty (30) days before the meeting. Service of the notice shall be made by personal service or by certified mail, return receipt requested, to the address for notices shown in the Association's records.

(d) If, before the Board meeting described in subsection (c), the Member has begun to resolve the violation, then no fine may be imposed so long as the Member continues in good faith to correct the violation until it is fully resolved.

(e) No portion of any fine collected by the Association may be used to increase the remuneration of any Board member, officer, or agent of the Association.

(f) Attorney fees and costs may not accrue, be assessed, or be collected by the Association in connection with a violation until the Association has complied with the notice and vote procedure described in this section and the Member has failed to address the violation as described in subsection (d). Nothing in this section is intended to limit any statute, rule, covenant, bylaw, provision, or clause that otherwise allows the prevailing party in an enforcement action to recover

reasonable attorney fees and costs. A court of competent jurisdiction may determine the reasonableness of attorney fees and costs assessed against a Member and may award reasonable attorney fees and costs to the prevailing party.

ARTICLE 10. ARCHITECTURAL REVIEW COMMITTEE.

10.1 Architectural Review Committee. The Board of the Association is authorized and directed to serve as, or to appoint members to serve as, the Architectural Review Committee (hereinafter referred to as the "Committee"). The Architectural Review Committee is organized by the Association to represent the collective interests of all Owners, and to review plans from individual Owners who wish to make exterior alterations. Each Owner, by acceptance of a deed for his or her Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to be bound by the terms and conditions of this Declaration, including the authority of the Architectural Review Committee. In exercising its authority, the Committee shall not adopt or enforce any guideline that expands the covenants or materially restricts an Owner in a manner not expressly stated in this Declaration, consistent with Idaho Code section 55-3204(5).

10.2 Architectural Control. No exterior Improvement, including, without limitation, deck, patio, fence, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling, and other utility systems shall be altered, erected, or placed on the Property unless and until the building plan and plot plan have been reviewed and approved in writing in advance by the Committee. The review and approval of the Committee may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other Dwelling Units and/or other Improvements, and architectural harmony. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design

of said structures. The Committee shall also have the power and duty to review and approve or deny any and all proposed antennas, including, without limitation, satellite dishes, for any and all Dwelling Units.

10.3 Review of Proposed Alteration. The Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration and perform such other duties from time to time as may be assigned to it by the Association, including the inspection of any approved exterior Improvement while in progress. The Committee may condition its approval of proposals upon the agreement of the Owner to increased assessment for the additional cost of maintenance that may arise from any such proposal. The Committee may require submission of additional plans or review by a professional architect or engineer. The Committee may issue written guidelines setting forth procedures for the submission of plans for approval, subject to the terms and conditions of this Declaration. The Committee may require such detail in plans and specifications submitted for its review as it reasonably deems proper, including without limitation floor plans, site plans, drainage plans, elevations, drawings, and description of samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications the Committee may postpone review of plans. Decisions of the Committee and the reasons for such decision shall be transmitted by the Committee, in writing, to the applicant at the address set forth in the application for approval within forty-five (45) days after filing of all materials required by the Committee for consideration of such proposal.

10.4 Inspection of Approved Alterations. If the Committee elects, or the Board authorizes and directs the Committee, to inspect an approved exterior Improvement alteration while in progress, the Committee shall inspect and require the correction of defects as follows:

(a) Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Committee.

(b) Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such exterior Improvement alteration. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner and the Board in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may exercise its right to enforce the provisions of this Declaration, by any proceeding at law or in equity on behalf of the Association.

10.5 Review of Unauthorized Alterations. The Committee may identify and review any exterior Improvements and alterations that were not submitted and approved to the Committee as follows:

(a) The Committee or its duly authorized representative may inspect such unauthorized exterior Improvement alteration.

(b) If the Committee finds that the exterior Improvement alteration is in noncompliance with this Declaration or the guidelines of the Committee, the Committee shall notify the Owner and the Board in writing of such noncompliance. Upon notice the Board shall determine whether

there is a noncompliance and, if so, the nature thereof and the estimated cost of correction or removing the same.

(c) If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may exercise its right to enforce the provisions of this Declaration, by a proceeding at law or in equity on behalf of the Association.

ARTICLE 11. INSURANCE.

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

(a) Property Insurance. The Association shall obtain insurance on the Common Area and Dwelling Units in such amounts as shall provide for full replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall include fire and extended coverage, vandalism and mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

(b) Public Liability Insurance. The Association shall purchase commercial general liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association (if needed), and activities in connection with the ownership, operation, maintenance and other use of the Property.

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

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

11.2 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Declaration.

11.3 Owner's Own Insurance. Notwithstanding the provisions of Section 11.1 hereof, each Owner shall obtain insurance at the Owner's own expense providing coverage upon the Owner's Dwelling Unit, his additions and Improvements to his or her Dwelling Unit, and decorating and furnishings, and his or her personal property stored in the Dwelling Unit and elsewhere on the Property, and his or her personal liability or injury insurance, and covering such other risks as the Owner may deem appropriate; provided, however, that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Section. All such insurance on the Owner's Dwelling Unit shall waive the insurance company's right to subrogation against the

Association, the other Owners, and the servants, agents, and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights and subrogation.

ARTICLE 12. CASUALTY, DAMAGE, OR DESTRUCTION.

12.1 Affects Title. Title to each Lot is subject to the Restrictions set forth in this Declaration, as amended from time to time, which binds all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires a Lot.

12.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place, and stead for the purpose of dealing with their Lot and/or Dwelling Unit upon the Project's damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from any Owner shall constitute such appointment.

12.3 General Authority of Association. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in succeeding sections of this Declaration means restoring the Dwelling Units and Common Area, including the site improvements, equipment, and facilities therein, to substantially the same condition in which it existed prior to damage, with each Dwelling Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.

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

12.5 Repair or Reconstruction. As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or reconstruction of that part of the Property damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Property or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Dwelling Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Dwelling Unit as originally constructed pursuant to such original plans and specifications, and the location of the Dwelling Units shall be substantially the same as prior to damage or destruction.

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

12.7 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided in Section 12.6

constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association under Section 12.6 of this Declaration.

ARTICLE 13. CONDEMNATION.

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

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

13.3 Complete Taking. In the event that all of the Dwelling Units, or such portions of the Common Area as are necessary to reasonably enjoy all of the Dwelling Units, are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, this Declaration shall terminate. The Condemnation Award shall be apportioned among the Owners in the same proportions as their respective assessment share as set forth in this Declaration; provided, however, that if a standard different from the value of the Property as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares that same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled and pay such amounts as soon as practicable.

13.4 Partial Taking. In the event that less than all of the Dwelling Units are taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof, this Declaration shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds and shall apportion the amounts so allocated among the Owners as follows:

(a) Allocation to Common Area. The total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners in the same proportions as their assessments are levied; provided, however, that if a standard different from the value of the Property as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable; and

(b) Allocation to Lots/Dwelling Units. The total amount allocated to severance damages shall be apportioned to those Dwelling Units which were taken or condemned as follows: (i) the respective amounts allocated to the taking of or injury to a particular Lot, Dwelling Unit and/or improvements an Owner has made within the Owner's own Dwelling Unit shall be apportioned to the particular Lot involved; and (ii) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation,

judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable.

13.5 Reorganization. In the event a partial taking results in the taking of a complete Lot and/or Dwelling Unit, then, upon the distribution of such Owner's apportioned proceeds, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall re-allocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such re-allocation to the remaining Owners for approval and amendment of this Declaration as provided in Section 15.3 of this Declaration.

ARTICLE 14. PARTY WALLS.

14.1 General Rules of Law to Apply. The construction, maintenance, and operation of Party Walls shall be subject to the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions thereto, to the extent not inconsistent with the provisions of this Article.

14.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use.

14.3 Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a large contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

14.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his or her negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

14.5 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass such Owner's successors in title.

14.6 Arbitration. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and each such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

14.7 Conflicting Terms. In the event any of the terms and conditions contained in Article 14 conflict with the terms and conditions contained elsewhere in this Declaration, the terms and conditions of this Article 14 shall govern.

ARTICLE 15. GENERAL PROVISIONS.

15.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. This Declaration shall not create any rights for any third-party beneficiaries and may not be enforced by the same.

15.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

15.3 Amendment. Any Amendment to this Declaration, other than to this Section, shall be by an instrument in writing signed and acknowledged by the president and secretary of the

Association certifying and attesting that such Amendment has been approved by the vote or written consent of Members representing more than 66% of the total votes which may be cast by all of the Members, and such Amendment shall be effective upon its recordation. Any Amendment to this Section shall require the vote or written consent of Owners holding 95% of the total votes that may be cast by all of the Members. Any Amendment of this Declaration approved in the manner specified herein shall be binding on and effective as to all Owners notwithstanding that such Owners may not have voted for or consented to such Amendment.

15.4 Operation and Maintenance of Common Area. In addition to all other powers necessary and proper to carry out the duties of the Association set forth in this Declaration, the Association shall have the authority and obligation to operate, maintain, and otherwise manage and provide for the operation, maintenance, and management of the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss. Nothing in this Declaration is intended to prevent the Association from retaining an independent contractor or other agent to manage the Property or assist in the Association's obligations, subject to the terms and conditions of this Declaration.

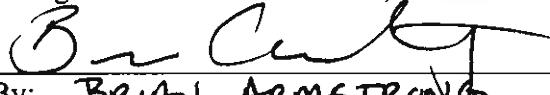
15.5 Duration and Applicability to Successors. The covenants, conditions, and restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon all Lot Owners in the Property and their successors in interest.

Executed effective this 19 day of November, 2025.

Hourglass Owners' Association, Inc.

By: Justin Schug
Its: President

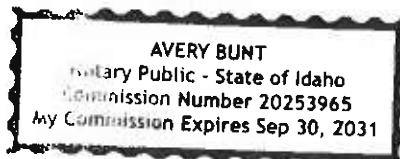
Hourglass Owners' Association, Inc.


By: Brian Armstrong
Its: Secretary

STATE OF IDAHO)
) ss.
County of BUIANE)

On this 19 day of November, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared President, known or identified to me to be President of Hourglass Owners' Association, Inc., an Idaho limited liability company, the limited liability company that executed the foregoing instrument and acknowledged to me that such limited liability company executed the same.

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




Notary Public
Residing at KETCHUM, IDAHO
Commission Expires SEP, 30th, 2031

STATE OF Idaho)
) ss.
County of Blaine)

On this 19 day of November, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Brian Armstrong, known or identified to me to be President of Hourglass Owners' Association, Inc., an Idaho limited liability company, the limited liability company that executed the foregoing instrument and acknowledged to me that such limited liability company executed the same.

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




Notary Public
Residing at Blaine, ID,
Commission Expires 07/07/2027

EXHIBIT A

Legal Description of Property

LOT 1, HOURGLASS SUBDIVISION

EXHIBIT B

| <u>Unit:</u> | <u>Size(SF)</u> | <u>% of project</u> |
|---------------------|------------------------|----------------------------|
| 1A | 2,305 | 9.01% |
| 1AR | 2,305 | 9.01% |
| 1B | 2,296 | 8.97% |
| 2A | 2,305 | 9.01% |
| 2AR | 2,305 | 9.01% |
| 3A | 2,305 | 9.01% |
| 3AR | 2,305 | 9.01% |
| 3B | 2,296 | 8.97% |
| 4A | 2,305 | 9.01% |
| 4B | 2,296 | 8.97% |
| <u>4C</u> | <u>2,569</u> | <u>10.04%</u> |

TOTAL 25,592

HOURGLASS TOWNHOMES OWNER ASSOCIATION

RULES AND REGULATIONS

The Hourglass Townhomes Owner Association (the “Association”) has adopted the following rules and regulations (the “Rules and Regulations”) effective as of 19, November 2025. These Rules and Regulations, as may be amended from time to time, are an integral part of the Declarations and Covenants, Conditions, and Restrictions for the Hourglass Townhomes (the “Declaration”). In addition to the Rules and Regulations, the Association requests consideration for others and common decency with respect to the behavior and conduct of Owner, occupants, and their guests. Violations may be referred to the Board for action under the Declaration.

A. Common Elements

1. No resident of a Dwelling Unit may store materials or objects of any kind in the Common Area without the prior written consent of the Board of Directors of the Association (the “Board”). This includes, without limitation, rubbish, plant waste, building materials, tools, etc.
2. No resident of a Dwelling Unit may place litter, rubbish, or other unsightly substances anywhere in the Common Area except in the containers or receptacles provided by the Association.
3. No resident of a Dwelling Unit may commit any action which produces a noxious odor, including, without limitation, excessively pungent trash in the container or receptacles provided by the Association.
4. Owners are responsible for violations committed by their guests or tenants. Owners are liable for all damage done by their guests or tenants.
5. No resident of a Dwelling Unit may commit any action that detracts from the visual attractiveness of the Project.

6. There will be no changes in the landscaping of the Common Area without the prior written consent of the Board.

7. All toys, recreational equipment, bicycles, and similar items must be stored from sight except when in use.

8. No resident of a Dwelling Unit may commit any action that presents a danger to other residents, their property, or the Common Area.

9. No fires are permitted in the Common Area.

10. No resident of a Dwelling Unit may store anything in the Common Area or inside their Dwelling Unit, nor commit any action that raises the rates of, or invalidates, the Association insurance policies.

11. No window coverings may be installed or otherwise placed within an exterior window of the Dwelling Unit so as to be visible from the exterior of the Dwelling Unit, except for those window coverings installed by the Declarant or those approved by the Board.

12. No noxious, offensive, dangerous, or unsafe activity shall be conducted in any Dwelling Unit, nor shall anything be done, either willfully or negligently, which may be or become a nuisance to the other Owners or occupants. No Owner or occupant shall make or permit any disturbing noises nor do or permit anything to be done by others that will interfere with the rights, comforts, or convenience of other Owners or occupants.

13. No motorized vehicles may be kept or stored anywhere on the Common Area, other than common parking areas.

14. Rubbish containers are for household rubbish only. No business or commercial trash shall be placed in the containers provided by the Association.

15. No buildings of a temporary or permanent nature may be erected in the Common Area without the prior written consent of the Board. Any approved building must still receive all necessary licenses, permits, and approvals before construction.

16. No Owner or occupant may commit any action that produces a loud noise in the Common Area, except the operation of security devices used for security purposes. This includes, without limitation, the operation of power tools, revving of engines, and the use of fireworks.

17. No rags or rugs are to be dusted from the windows or beams on the exterior of the Dwelling Units.

18. No clothing or household fabrics may be dried or aired in such a way as to be visible from the exterior of a Dwelling Unit.

19. The use, maintenance, and function of the Common Area shall not be obstructed, damaged, or unreasonably interfered with by an Owner or occupant of a Dwelling Unit.

20. No resident of a Dwelling Unit may paint or varnish furniture or other objects anywhere in the Common Area.

21. No firearms, BB guns, bows, or other objects that can be used as weapons may be operated in the Common Area.

22. All broken windows and screens shall be replaced by the Owner of the Dwelling Unit within three (3) days of their damage.

23. Only the Association may plant gardens, trees, shrubs, etc. in the Common Area.

24. The cost of any damage resulting from misuse of any plumbing facilities within the Project shall be borne by the Owner causing the damage.

25. There shall be no solicitation by any person anywhere within the Project for any cause, charity, or for any other purpose, unless specifically authorized in writing by the Board.

B. PARKING

1. Guest parking spaces are for use by guests only. Owners and occupants may not park in guest parking spaces.

2. A vehicle parking illegally or in violation of the Declaration or these Rules may be towed at the request of the Association.

3. No vehicle may park anywhere in the Project except in designated parking spaces.

4. Motorcycles, motorbikes, motor scooters, or other similar vehicles shall not be operated within the Project except for the purpose of transportation directly from a parking space to a point outside of the Project, or from a point outside of the Project directly to a parking space.

5. No oil, anti-freeze, brake fluid, gasoline, diesel, or other staining liquids may be spilled or poured in the Common Area.

6. All vehicles operated in the Common Area shall be driven in safe and careful manner, so as not to present a danger to anyone within the Project.

C. ARCHITECTURAL CONTROL.

1. No external architectural changes may be made to any Dwelling Unit without prior written consent of the Board, including, without limitation, patio covers, solar screens, and lattice work.

2. Construction of any Board-approved architectural change must be completed within thirty (30) days after commencement of construction, unless the Board approves otherwise.

3. No antennas and/or satellite dishes can be mounted or installed on the exterior of the Dwelling Units, including patio and balcony areas.

4. No awning, sunroof, or shutter of any type is permitted on any patio or balcony.
5. All additions must be maintained in good condition by the Owner of the Improved Dwelling Unit, at such Owner's expense.
6. No Owner or occupant shall do any act or permit any act to be done in, on, or to any Dwelling Unit (including any balconies, patios, and parking areas) or portion of the Common area which will impair the structural integrity, weaken the support, or otherwise adversely affect any other Dwelling Unit or Common Area. No Owner or occupant shall remove, relocate, or otherwise alter the interior walls, ceilings, windows, doors, or floors of the Dwelling Unit, or modify, improve, or decorate the exterior of his or her Dwelling Unit, except as expressly permitted in the Declaration and these Rules.
7. No electrical device creating an overload of standard circuits may be used without the prior written consent of the Board. There shall be no modification of electrical systems or circuits within a Dwelling Unit without the prior written consent of the Board. Misuse or abuse of appliances or fixtures within a Dwelling Unit which affects other Dwelling Units or the Common Area is prohibited. Any damage resulting from such misuse shall be the responsibility of the Owner who caused it. Total electrical usage in any Dwelling Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

D. BALCONY, WALKWAY, STAIRS, PATIO

1. No unsightly objects may be stored on patios, balconies, or otherwise visible from the exterior of a Dwelling Unit.
2. Any decorations, plants, furniture, and other items placed on patios or balconies that are visible from the Common Area shall be reasonably limited so as to not detract from the

visual attractiveness of the Project, which shall be determined by the Board in its reasonable discretion.

3. Planters used on balconies and patios must have a base that does not allow water to drip through the wood or concrete surface.

E. PETS

1. Pets, other than those that can be considered household pets, may not be kept in the Project.

2. No more than two (2) pets may be kept by any one Dwelling Unit Owner or occupant; provided, however, that the Board may make exceptions to this rule for well-behaved pets.

3. Any animal that becomes a nuisance must be permanently removed at the request of the Board.

4. No animals may be raised or bred for commercial purposes in the Project.

5. It shall be the duty of each pet's owner to clean up after his or her pet.

6. Pet owners are liable for damage done by their pets.

7. No pet may be left unattended at any time.

8. Each Owner is responsible for any pets brought to the Project by his or her occupants and guests.

9. All pets must be on a leash being held by a person capable of controlling the animal when outside a Dwelling Unit.

F. SEASONAL DECORATIONS

1. Seasonal decorations may not be installed any earlier than six (6) weeks before and must be removed by no later than four (4) weeks from the date of the holiday they celebrate.

2. No Christmas lights may be installed on the balconies and patios of a Dwelling Unit.

3. Decorations that create a safety hazard shall not be permitted.

G. RENTING OR LEASING

1. No Owner may lease his or her Dwelling Unit for less than its entire space.
2. Owners are responsible for rules violations as well as any damage done by their tenants or tenant's guests.
3. Out-of-state Owners who lease their Dwelling Units shall provide the Association with a local contact who is authorized to respond to unit-related issues.

Effective 19 November, 2025

Hourglass Owners' Association, Inc.

By: Justin Schuc
Its: President

