



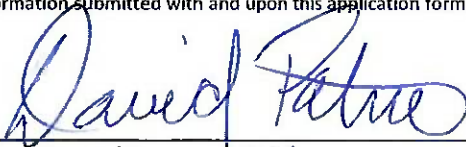
**City of Ketchum
Planning & Building**

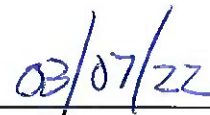
OFFICIAL USE ONLY	
File Number:	P23-087
Date Received:	9/26/23
By:	HLN
Fee Paid:	\$950
Approved Date:	
Denied Date:	
By:	

Lot Line Shift Application

OWNER INFORMATION	
Owner Name: Unit 1: Somerton Investors LLC Unit 2: Geoffrey C. Jiranek	
Mailing Address: Unit 1: 1020 Aoloa PL, Unit 407B, Kailua, HI 96734 Unit 2: 726 Boylston Ave E., Seattle, WA 98102	
Phone: Unit 1: 206-679-9044 (Client)	
Email: Unit 1: geoff.jiranek@gmail.com (Client)	
PROJECT INFORMATION	
Name of Proposed Plat: Saddle Light Condominiums Amended	
Representative of Owner: Benchmark Associates, Dave Patrie	
Phone: 208-726-9512 Ext. 113	
Mailing Address: P.O. Box 733	
Email: dave@bma5b.com	
Legal Land Description: Saddle Light Condominiums, Units 1 & 2	
Street Address: 109 Latigo Lane, Units 1 & 2	
Number of Lots: 1	Number of Units: 2
Total Land Area in Square Feet: +/- 18,089 S.F.	Current Zoning District: GR-L - General Residential Low Density
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
Existing 10' Public Utility Easement	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.


 Signature of Owner/Representative/

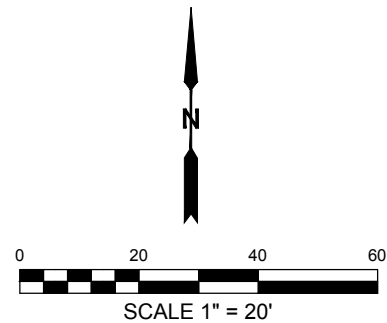

 Date

SADDLE LIGHT CONDOMINIUMS AMENDED

WHEREIN: THE BOUNDARY LINE COMMON TO SADDLE LIGHT CONDOMINIUMS AND SEE VIEW CONDOMINIUMS IS AMENDED.

LOCATED WITHIN: SECTION 7, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

NOVEMBER 2023



LEGEND

- PROPERTY BOUNDARY
- ADJOINING LOT LINE
- LOT LINE ELIMINATED
- BLAINE COUNTY GIS TIES
- EASEMENT LINE
- BUILDING OUTLINE
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- FOUND ALUMINIUM CAP
- FOUND BRASS CAP
- SET 5/8" REBAR, PLS 9561

SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO AMEND THE PROPERTY LINE COMMON TO SADDLE LIGHT CONDOMINIUMS AND SEE VIEW CONDOMINIUMS, AS SHOWN HEREON. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - A. ORIGINAL PLAT OF "SADDLE LIGHT CONDOMINIUMS", INST. NO. 223033.
 - B. ORIGINAL PLAT OF "SEE VIEW CONDOMINIUMS", INST. NO. 249244.
 - C. LOT BOOK GUARANTEE BY STEWART TITLE GUARANTY COMPANY NO. G-0000527515128, OCTOBER 13, 2021.

NOTES:

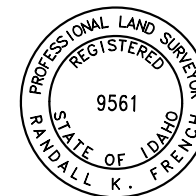
1. REFER TO THE ORIGINAL PLAT AND CC&R'S OF SADDLE LIGHT CONDOMINIUMS, RECORDED AS INSTRUMENT NOS. 223033 & 223032 FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY.
2. CONSULT SAID DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR THE DEFINITION OF COMMON AREA AND LIMITED COMMON AREA.

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Date: _____

South Central Public Health District, REHS



SADDLE VIEW CONDOMINIUMS

SEE VIEW CONDOMINIUMS AMENDED

SADDLE LIGHT CONDOMINIUMS AMENDED
0.42± AC.
18,313± S.F.

COMMON AREA

2 EXISTING CONDOMINIUM UNITS
(FOR UNIT DESCRIPTIONS SEE ORIGINAL PLAT OF SADDLE LIGHT CONDOMINIUMS, RECORDED UNDER INSTRUMENT NO. 223033.)

SADDLE MOUNTAIN CONDOMINIUMS

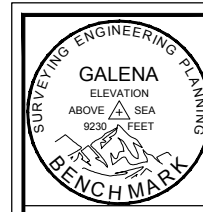
KNEELAND CONDOMINIUMS

COLLEGE VIEW CONDOMINIUMS

SEE VIEW TOO CONDOMINIUMS

LINE TABLE

LINE	BEARING	DISTANCE
L1	S68°44'58"E	21.21'
L2	S26°53'21"W	10.52'
L3	S68°44'58"E	21.85'
L4	N55°49'58"E	48.31'



SADDLE LIGHT CONDOMINIUMS AMENDED

LOCATED WITHIN
SECTION 7, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SADDLE LIGHT CONDOMINIUMS

PROJECT NO. 21137	DWG BY: ROB/CPL	21137PG1.DWG
FINAL PLAT	DATE: 11/08/2023	SHEET: 1 OF 3

SADDLE LIGHT CONDOMINIUMS AMENDED

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that SOMERTON INVESTORS, LLC, a Texas limited liability company is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 7, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

Unit 1 and Garage Unit 1 as shown on the Condominium Map for SADDLE LIGHT CONDOMINIUMS, according to the official plat thereof, recorded as Instrument No. 223033, and as defined and described in that Condominium Declaration for Saddle Light Condominiums, recorded as Instrument No. 223032, records of Blaine County, Idaho.

The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.

Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

SOMERTON INVESTORS, LLC, a Texas limited liability company

By: _____

Signed this _____ day of _____, 20__.

ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, in the year of 20__, before me, the undersigned, personally appeared _____, known or identified to me (or proved to me), to be the _____ of Somerton Investors, LLC, a Texas limited liability company and acknowledged to me that (s)he and said limited liability company executed the same.

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

Notary Public

Residing at: _____

Commission Expires: _____

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that the JIRANEK LIVING TRUST u/t/a dated February 3, 2022, GEOFFREY C. JIRANEK as Trustee, is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 7, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

Unit 2 and Garage Unit 2 as shown on the Condominium Map for SADDLE LIGHT CONDOMINIUMS, according to the official plat thereof, recorded as Instrument No. 223033, and as defined and described in that Condominium Declaration for Saddle Light Condominiums, recorded as Instrument No. 223032, records of Blaine County, Idaho.

The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.

Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

JIRANEK LIVING TRUST u/t/a dated February 3, 2022

By: _____
GEOFFREY C. JIRANEK, Trustee

Signed this _____ day of _____, 20__.

ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, in the year of 20__, before me, the undersigned, personally appeared GEOFFREY C. JIRANEK, known or identified to me (or proved to me), to be the Trustee of the JIRANEK LIVING TRUST u/t/a dated February 3, 2022 and acknowledged to me that he and said trust executed the same.

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

Notary Public

Residing at: _____

Commission Expires: _____

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that the SADDLE LIGHT CONDOMINIUM OWNERS are the owners in fee simple of Real Property described as follows:

A parcel of land located within Section 7, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

The Common Area as shown on the Condominium Map for SADDLE LIGHT CONDOMINIUMS, according to the official plat thereof, recorded as Instrument No. 223033, and as defined and described in that Condominium Declaration for Saddle Light Condominiums, recorded as Instrument No. 223032, records of Blaine County, Idaho.

The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.

IN WITNESS WHEREOF, we have hereunto set our hands.

SOMERTON INVESTORS, LLC, a Texas limited liability company

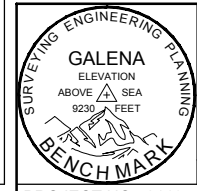
By: _____

Signed this _____ day of _____, 20__.

JIRANEK LIVING TRUST u/t/a dated February 3, 2022

By: _____
GEOFFREY C. JIRANEK, Trustee

Signed this _____ day of _____, 20__.

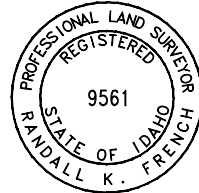
	SADDLE LIGHT CONDOMINIUMS AMENDED	
	LOCATED WITHIN: SECTION 7, T4N, R18E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO	
PREPARED FOR: SADDLE LIGHT CONDOMINIUMS		
PROJECT NO. 21137	DWG BY: CPL	FILE: 21137CRT.DWG
FINAL PLAT	DATE: 11/08/2023	SHEET: 2 OF 3

SADDLE LIGHT CONDOMINIUMS AMENDED

SURVEYOR'S CERTIFICATE

I, Randall K. French, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

RANDALL K. FRENCH, P.L.S. #9561



PROJECT ENGINEER'S CERTIFICATE

To the best of my knowledge this plat complies with the City of Ketchum subdivision standards, signed this ____ day of _____, 2023.

By: _____

COUNTY SURVEYOR'S APPROVAL

This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

BLAINE COUNTY SURVEYOR

DATE

BLAINE COUNTY TREASURER'S CERTIFICATE

On this ____ day of _____, 20____, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: _____

BLAINE COUNTY RECORDER'S CERTIFICATE

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk in and for the City of Ketchum, Blaine County, Idaho do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2023, this plat was duly accepted and approved.

TRENT DONAT, City Clerk

CITY ENGINEER'S CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this ____ day of _____, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

ROBYN MATTISON, City Engineer

CITY PLANNER'S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this ____ day of _____, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

By: _____

	SADDLE LIGHT CONDOMINIUMS AMENDED	
	LOCATED WITHIN: SECTION 7, T4N, R18E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO PREPARED FOR: SADDLE LIGHT CONDOMINIUMS	
PROJECT NO. 21137	DWG BY: CPL	FILE: 21137CRT.DWG
FINAL PLAT	DATE: 11/08/2023	SHEET: 3 OF 3

AFTER RECORDING RETURN TO:

Kari A. Brotherton
Ryan, Swanson & Cleveland, PLLC
1201 Third Avenue, Suite 3400
Seattle, WA 98101-3034

Instrument # 691230

HAILEY, BLAINE, IDAHO
2-7-2022 01:11:00 PM No. of Pages: 3
Recorded for : RYAN SWANSON & CLEVELAND, PLLC
STEPHEN MCDUGALL GRAHAM Fee: 15.00
Ex-Officio Recorder Deputy
Index to: WTY/QC/CORP DEED



QUIT CLAIM DEED

THIS INDENTURE, made this 3rd day of February, 2022, between GEOFFREY C. JIRANEK, a married man as his sole and separate property, as "Grantor", and GEOFFREY C. JIRANEK, as Trustee of the JIRANEK LIVING TRUST u/t/a dated February 3, 2022, the "Grantee", whose current address is:

726 Boylston Ave. East, Apt. 1
Seattle, WA 98102

WITNESSETH that said Grantor, for and in consideration of a conveyance into a revocable trust, as to retain its characteristics as separate property, does by these presents remise, release and forever QUITCLAIM unto the said Grantee all that certain lot, piece or parcel of land, situate, lying and being in, the County of Blaine, State of Idaho, bounded and particularly described as follows, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Grantee and to Grantee's heirs and assigns forever.

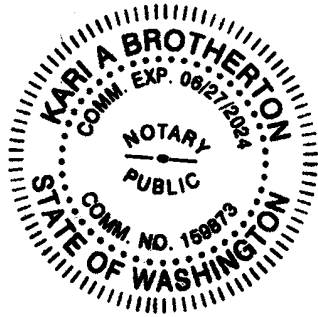
IN WITNESS WHEREOF, the said Grantor has executed this Quit Claim Deed as of the day and year first above written.


GEOFFREY C. JIRANEK

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that GEOFFREY C. JIRANEK is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 3rd day of February, 2022.



Kari A. Brotherton
NOTARY PUBLIC in and for the State of
Washington
My Appointment Expires: June 27, 2024


EXHIBIT A

Condominium Unit 2, as shown on the Condominium Map and diagrammatic Floor Plans of SADDLE LIGHT CONDOMINIUMS, recorded as Instrument No. 223033 and as defined and described in the Condominium Declaration for SADDLELIGHT CONDOMINIUMS, recorded as Instrument No. 223032, records of Blaine County, Idaho.

Instrument # 687170

HAILEY, BLAINE, IDAHO
10-01-2021 3:30:05 PM No. of Pages: 3
Recorded for: TITLEONE - TWIN FALLS
STEPHEN MCDUGALL GRAHAM Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

Sun Valley Title

 A TitleOne Company

Order Number: 21427861

Warranty Deed

For value received,

Eric Niesz and Kendra Niesz, husband and wife, as community property with right of survivorship

the grantor, does hereby grant, bargain, sell, and convey unto

Somerton Investors, LLC, a Texas limited liability company

whose current address is 1020 Aoloa Place Kailua, HI 96734

the grantee, the following described premises, in Blaine County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Order Number: 21427861

Warranty Deed - Page 1 of 3

kn
28
Dated: September 27, 2021

[Signature]

x Eric Niesz

[Signature]

x Kendra Niesz

State of Washington County of Pierce, ss.

On this 28 day of September in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Eric Niesz and Kendra Niesz, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

[Signature]

Notary Public *CHAR E Smart*
Residing In: *Pierce county*
My Commission Expires: *4-04-2025*
(seal)

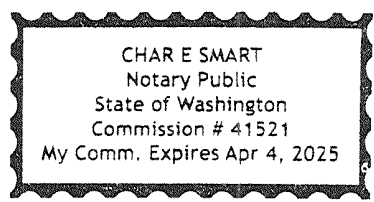


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Unit 1 and Garage Unit 1 as shown on the Condominium Map for SADDLE LIGHT CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 223033, and as defined and described in that Condominium Declaration for Saddle Light Condominiums, recorded as Instrument No. 223032, records of Blaine County, Idaho.



CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: October 13, 2021

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature


TitleOne
Company Name

271 1st Ave North
Ketchum, ID 83340
City, State





Frederick H. Eppinger
President and CEO



David Hisey
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 21431850
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000527515128	\$1,000.00	October 13, 2021 at 7:30 a.m.	\$400.00

Name of Assured:
Benchmark Associates

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Parcel I

Unit 1 and Garage Unit 1 as shown on the Condominium Map for SADDLE LIGHT CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 223033, and as defined and described in that Condominium Declaration for Saddle Light Condominiums, recorded as Instrument No. 223032, records of Blaine County, Idaho.

Parcel II

Unit 2 and Garage Unit 2 as shown on the Condominium Map for SADDLE LIGHT CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 223033, and as defined and described in that Condominium Declaration for Saddle Light Condominiums, recorded as Instrument No. 223032, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Warranty Deed

Grantors: Eric Niesz and Kendra Niesz, husband and wife, as community property with right of survivorship

Grantees: Somerton Investors, LLC, a Texas limited liability company

Recorded Date: October 1, 2021

Instrument: 687170

[Click here to view](#)

Affects Unit 1

Deed Type: Warranty Deed

Grantors: Lori Weintraub Ferrer Successor Trustee of the Black Diamond Trust dated December 29, 2016

Grantees: Geoffrey C. Jiranek, a married man as his sole and separate property

Recorded Date: July 1, 2020

Instrument: 670329

[Click here to view](#)

Affects Unit 2

Deed Type: Quit Claim Deed

Grantors: Leslie Byrnes Jiranek, wife of Grantee

Grantees: Geoffrey C. Jiranek, a married man, as his sole and separate property

Recorded Date: July 1, 2020

Instrument: 670330

[Click here to view](#)

Affects Unit 2

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

EXCEPTIONS:

1. NOTE: According to the available records, the purported address of said land is:

109 Latigo Ln 1, Ketchum, ID 83340 (Unit 1)

109 Latigo Ln 2, Ketchum, ID 83340 (Unit 2)

2. Taxes for the year 2020 are exempt.

Parcel Number: [RPK08940000000 \(Common Area\)](#)

3. Taxes for the year 2020 are paid in full.

Parcel Number: [RPK08940000010](#)

Original Amount: \$4,578.88

Unit 1

4. Taxes for the year 2020 are paid in full.

Parcel Number: [RPK08940000020](#)

Original Amount: \$4,895.74

Unit 2

5. Taxes, including any assessments collected therewith, for the year 2021 which are a lien not yet due and payable.

6. Water and sewer charges, if any, for the City of Ketchum.

7. Liens, levies, and assessments of the Saddlelight Condominium Owners Association, Inc.

8. Easements, reservations, restrictions, and dedications as shown on the official plat of [Saddle View Subdivision No. 3](#).

9. Easements, reservations, restrictions, and dedications as shown on the official plat of [Saddle Light Condominiums](#).

10. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded August 17, 1885 in Book 1 of Patents, at Page [129](#).

11. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

12. Deed of Restriction for Saddlevue No. 3

Recorded: January 29, 1976

Instrument No.: [164292](#)

13. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Purpose: Public Utilities

Recorded: February 16, 1977

Instrument No.: [171788](#)

14. Terms, Provisions, Covenants, Conditions, and Restrictions, and Easements provided by Condominium Declaration but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: January 18, 1982

Instrument No.: [223032](#)

Sun Valley Title

By:

A handwritten signature in black ink, appearing to be the initials 'NB' or 'Nick Busdon', written in a cursive style.

Nick Busdon, Authorized Signatory

File No. 21431850

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-0000527515128

Name of Assured: Benchmark Associates

Date of Guarantee: October 11, 2021

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- * Federal Tax Liens
- * Abstracts of Judgment, or
- * Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Parcel I

Somerton Investors, LLC, a Texas limited liability company

Parcel II

Geoffrey C. Jiranek, a married man, as his sole and separate property

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

File No. 21431850

SCHEDULE B

Exceptions:

NONE

CONDOMINIUM DECLARATION FOR
SADDLELIGHT CONDOMINIUMS

ARTICLE I.

The Declarant: The Real Property. JACK E. and JOAN M. DITEMAN, herein "Declarant", are the owners of that certain real property located in Blaine County, Idaho, described as:

Lot 14, Block 2 of the SADDLEVIEW SUBDIVISION NO. 3, Blaine County, Idaho, according to the official plat map thereof, recorded January 29, 1976, as Instrument No. 164293, records of Blaine County, Idaho.

Declarant intends to provide for condominium ownership of real property under the Idaho Condominium Property Act. All provisions of this Declaration shall run with the land and shall constitute benefits and burdens to the Declarant and his assigns and to all persons or entitled hereafter acquiring or owning any interest in the project, however, such interest may be obtained.

ARTICLE II.

The project is hereby divided into condominiums, each consisting of a separate interest in a unit and garage, and an undivided interest in the Common Area, in accordance with Exhibit A, attached hereto and made a part hereof. Exhibit A sets forth the Common Area appurtenant to each unit, the legal description of each unit, and the percentage of ownership interest in the Common Area which is to be allocated to each unit for purposes of tax assessment and liability. Such undivided interest in the Common Area is hereby declared to be appurtenant to the respective units. Limited Common Area, in accordance with the Condominium Map, is designated for exclusive use by owners of particular condominiums.

ARTICLE III.

Description of a Condominium. The legal description of a condominium shall be as follows:

"Condominium Unit _____, as shown on the Condominium Map for SADDLELIGHT CONDOMINIUMS, appearing in the records of Blaine County, Idaho, as Instrument No. _____, and as defined and described in that Condominium Declaration for SADDLELIGHT CONDOMINIUMS, recorded in the records of Blaine County, Idaho, as Instrument No. _____."

Such description will be construed to describe the unit, together with the appurtenant undivided interest in the Common Area, and to incorporate all the rights incident to ownership of a condominium and all the limitations on such ownership as described in this Declaration.

ARTICLE IV.

Mechanic's Lien Rights. No labor performed or materials furnished with the consent or at the request of an Owner or his agent shall be the basis for the filing of a lien against the Condominium of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Any Owner may remove his Condominium from a lien of the fraction of the total sum secured by such lien which is attributable to his Condominiums.

Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon an Unit or Units, an easement for such encroachment and maintenance of the same shall

and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances whether on the Common Area or the Units. Encroachments referred to herein include, but are not limited to encroachments caused by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

ARTICLE V.

The Management Body. Every owner shall be entitled and required to become a member of the Management Body. An Owner shall be entitled to one membership for each Condominium owned by him. No person or entity other than an Owner may be a member of the Management Body, and membership may not be transferred except in connection with a transfer of a Condominium.

Each Owner shall be entitled to vote the same percentage of the total number of votes of the Management Body as such Owner's percentage interest in the Common Area as set forth in Exhibit A.

The Management Body shall be responsible for the exclusive management and control of the Common Area, and all improvements thereon and shall keep the same in good, clean attractive and sanitary condition, order and repair. The Management Body shall be responsible for the maintenance and repair of the exterior surfaces of the buildings and improvements located on the project, including without limitation the painting of the same as often as necessary, and replacement of the trim and caulking, the maintenance and repair of other Common Area, including utility lines, areas for access to any automobile structures constituting part of the Condominiums and all other improvements or materials located within or used in connection with the Common Area. The Management Body shall maintain in a proper, first class manner, all landscaping and natural vegetation constituting part of the Common Area, including assuring the preservation of good visual continuity between landscaped areas and natural vegetation. Payments for maintenance, repair and replacement of common elements shall be by Management Body check. The Management Body cancelled check shall constitute the payment voucher.

The Management Body may obtain and pay for services to manage its affairs and may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the project or the enforcement of this Declaration. The Management Body may acquire and hold for the use and benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Area. Upon ten (10) days written notice to the Management Body and payment of a reasonable fee as determined by the Management Body, but not exceeding \$25.00, a Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

The Management Body may adopt reasonable administrative rules and regulations by unanimous consent, governing the use of the units and of the Common Area, which rules and regulations may be amended by unanimous consent of the Management Body, and may include, without limitation, assignment of particular portions of the storage areas within the Common Area for exclusive use by Owners of particular condominiums.

The Management Body by unanimous consent, may designate and remove personnel necessary for the maintenance, repair and replacement of the Common Elements.

ARTICLE VI.

Management Body By-Laws:

A. Each Unit Owner shall automatically become members of the Management Body.

B. The Management Body shall have the powers and duties necessary for the administration of the affairs of the project, and shall include, but shall not be limited to the following:

1. Operation, care, upkeep and maintenance of the Common Area.
2. Determination of common expenses required for the affairs of the project.
3. Collection of assessments.
4. Employment and dismissal of personnel necessary for the maintenance and operation of the project.
5. Make reasonable rules and regulations governing the use of units and of the Common Area.
6. Opening of bank accounts on behalf of the project and designating the signatories required therefor.
7. Purchase and maintain fire, casualty and liability insurance for the project.
8. Making repairs, additions, restorations, maintenance, or alterations to the Common Area.

C. Voting: Each owner shall be entitled to vote the same percentage of the total number of votes as such owner's percentage interest in the Common Area as set forth in Exhibit A, attached hereto.

D. Meetings. The regular meetings of the Management Body may be held at such time and place as shall be determined from time to time by the members, but at least two such meetings shall be held during each fiscal year. Regular meetings shall be scheduled as agreed by the Owners.

Both the members of the Management Body are present at any meeting of the Management Body, no notice shall be required and any business may be transacted at such meeting.

E. Order of Business: The order of business at all meetings shall be as follows:

1. Roll call;
2. Reading of minutes of preceding meeting;
3. Reports;
4. Unfinished business;
5. New business.

F. Officers: There shall be two (2) officers of the project. A President, a Secretary-Treasurer. The offices will be rotated on an annual basis among the Condominium Owners.

ARTICLE VII.

Assessments: Each Owner shall be deemed to covenant and agree to pay to the Management Body periodic assessments for the purposes provided in this Declaration together with special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time in the manner provided in this article.

The total periodic assessments against the Condominium shall be based upon advanced estimates of cash requirements by the Management Body to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area, which may include, among other things, expenses

of management; taxes and special assessments; premiums for all insurance which the project is required or permitted to maintain pursuant hereto; landscaping and care of grounds; trash collection; snow removal; wages for project employees; legal and accounting fees; any other expenses and liabilities which may be incurred for the benefit of all the owners under and by reason of this Declaration.

The Management Body shall make periodic assessments, apportioned among the Owners in proportion as provided in Exhibit A which assessments may be quarterly or as the Management Body shall from time to time determine. Written notice of the assessment shall be given to each Owner, which notice shall specify the amount of the assessment and the date of payment of the same. No payments shall be due less than fifteen (15) days after said written notice has been given. Each periodic assessment shall bear interest at the rate of ten percent (10%) per annum, from the date it becomes due and payable if not paid within thirty (30) days after such date.

In addition to the annual assessments, the Management Body may levy at any time a special assessment, payable over such a period as may be determined for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. Notice and payment of special assessments shall be the same as periodic assessments.

All sums assessed to any Owner, together with interest thereon, shall be secured by a lien on such Condominium in favor of the project upon recording of the notice of assessment as herein provided. No notice of assessment shall be recorded until there is a delinquency of sixty (60) days in payment of an assessment. Such lien may be enforced by sale, by any Owner after failure of an Owner to pay such assessment in accordance with its terms. In any such foreclosure, the Owner shall be required to pay the notice of assessment and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay any assessments against the Condominium which shall become due during the period of foreclosure. Unless sooner satisfied and released, any lien created pursuant to this section shall expire and be of no further force or effect one (1) year from the date of recordation of said notice of assessment. The amount of any periodic or special assessment shall be the personal obligation of the Owner thereof. Suit to recover a money judgment for such personal obligation shall be maintainable by any owner without foreclosing or waiving the lien securing the same. A purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

ARTICLE VIII.

These condominiums may be leased or rented for lodging or residential purposes only.

ARTICLE IX.

This Declaration shall not be revoked nor shall any of its provisions herein be amended without the unanimous written consent of the Owners duly and properly recorded with the Blaine County Recorder.

ARTICLE X.

In the event the owners cannot unanimously agree when required

by this Declaration, the issued shall be submitted to arbitration for determination. Each Owner shall select a disinterested party as their arbitrator and the selected arbitrators shall select a third arbitrator. The Owners shall be bound by the determination of a majority of said arbitrators.

This Declaration is executed this 31st day of December, 1981.

DECLARANT:

/s/
JACK E. DITEMAN

/s/
JOAN M. DITEMAN

STATE OF IDAHO, COUNTY OF BLAINE

On this 31st day of December, 1981, before me, a Notary Public in and for said State, personally appeared JACK E. DITEMAN and JOAN M. DITEMAN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

/s/
Notary Public for Idaho
Residing at: Ketchum ID

(SEAL)

EXHIBIT A
PERCENTAGE OF INTEREST OF COMMON AREAS FOR
SADDLELIGHT CONDOMINIUMS

<u>UNIT NO.</u>	<u>PERCENTAGE OF INTEREST OF COMMON AREA</u>
#1	50%
#2	$\frac{50\%}{100\%}$