



CONDOMINIUM DECLARATION
FOR THE
ONE NINETEEN CONDOMINIUMS

NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL BUYER AND OWNER OF A CONDOMINIUM WITHIN THE ONE NINETEEN CONDOMINIUMS SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS, RESPONSIBILITIES AND PROHIBITIONS IMPOSED UPON ALL OWNERS AND UNITS LOCATED WITHIN THE ONE NINETEEN CONDOMINIUMS.

THE ONE NINETEEN CONDOMINIUMS ARE A UNIQUE LIVING ENVIRONMENT. EACH POTENTIAL OWNER IS ADVISED TO MAKE FULL AND COMPLETE INQUIRY ABOUT THE ONE NINETEEN CONDOMINIUMS BEFORE ACQUIRING A UNIT. EACH OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE UNITS WILL BE SUBJECT TO ASSESSMENTS LEVIED BY THE 119 CONDO OWNERS ASSOCIATION.

THE GRANTOR, AS DEFINED IN THIS CONDOMINIUM DECLARATION, EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY THE GRANTOR.

**POTENTIAL OWNERS ARE ADVISED TO REVIEW THIS CONDOMINIUM DECLARATION
PRIOR TO ACQUIRING A UNIT.**

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Exhibits

Exhibit A	Legal Description of the Project
Exhibit B	Plat of The One Nineteen Condominiums
Exhibit C	Articles of Incorporation of the 119 Condo Owners Association, Inc.
Exhibit D	Proportional Interest in Common Area and Voting Allocations

CONDOMINIUM DECLARATION
FOR THE
ONE NINETEEN CONDOMINIUMS

THIS CONDOMINIUM DECLARATION FOR THE ONE NINETEEN CONDOMINIUMS (this "Declaration") is made this 17 day of November, 2015, by 119 Boise, LLC, an Idaho limited liability company (the "Grantor"). All capitalized terms not otherwise defined in the text of this Declaration are defined in Section 3.

**ARTICLE 1
RECITALS**

1.1. Property Covered. Grantor is the owner of certain real property located in Boise, Ada County, Idaho legally described on **Exhibit A** (the "Property"), attached hereto and incorporated herein by this reference and shown on the Plat of Residence at One Nineteen Condominium recorded on Nov. 17, 2015 in Book 109 of Plats at Page 15422 - 15430, as Instrument No. 2015-105508 in the official records of Ada County, Idaho (the "Plat"), a copy of which is attached hereto as **Exhibit B**, and incorporated herein by this reference. The Property, together with the all improvements and structures now or hereafter placed on the Property shall hereinafter be referred to as the "Project."

1.2. Residential Property. Grantor intends to develop the Property as a predominately residential condominium development, along with a potential for a small commercial use, in accordance with the Plat, this Declaration, and the existing development approvals obtained from the City of Boise.

1.3. Purpose. The purpose of this Declaration is to provide for condominium ownership of the Project pursuant to the Condominium Act, designate Common Area and Limited Common Area, create the 119 Condo Owners Association, Inc., and set forth the terms, restrictions, covenants, limitations, easements, conditions and equitable servitudes that shall apply to the Project and this condominium ownership regime (collectively "CC&Rs") that are unique to the Property and the condominium ownership regime. The CC&Rs are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property; to ensure a well-integrated, high quality development; and to guarantee adequate maintenance of the Project, including the Building, landscaping and any and all other improvements located thereon in a cost effective and administratively efficient manner.

Each Owner, by accepting a deed to a Unit, understands the importance of and agrees to strictly comply with the terms hereof and to strictly comply with all Association Rules.

**ARTICLE 2
DECLARATION**

Grantor hereby declares that the Property and every parcel or portion thereof shall be held, sold, conveyed, encumbered, hypothecated, used, occupied and improved subject to the provisions of this Declaration, each and all of which are hereby declared to be in furtherance of a general plan for the creation, maintenance and sale of an ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants-in-common, of the Common Area, all pursuant to the Condominium Act. All provisions hereof shall be deemed covenants

running with the land or as equitable servitudes, and shall constitute benefits and burdens to the Owners and all persons hereafter acquiring or owning any interest in the Project, however such interests may be obtained. Each Owner of a Condominium, including Grantor, is subject to all of the rights and duties contained within the Condominium Documents.

ARTICLE 3 ADDITIONAL DEFINITIONS

3.1. Articles. Articles mean the Articles of Incorporation of the 119 Condo Owners Association, Inc., as the same may be amended from time to time. A copy of the Articles are attached hereto and incorporated herein as **Exhibit C**.

3.2. Assessment. Assessment means a share of the funds required for the payment of common expenses, including those expenses attributable to less than all Owners in the case of Limited Assessments, which, from time to time, are assessed against the Owners, and shall include Regular, Special and Limited Assessments, as more particularly described in Article 9 hereof.

3.3. Association. Association means the 119 Condo Owners Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

3.4. Association Rules. Association Rules means the rules and regulations that may be adopted, amended, or repealed from time to time by the Board, as more particularly described in Section 8.7.1.5 of this Declaration.

3.5. Bike Racks. Bike Racks, or individually, Bike Rack, means the bike racks located within the Project. Certain Bike Racks shall be assigned to a specific Unit, and shall be Limited Common Area for the exclusive use of the Unit to which it is assigned.

3.6. Board. Board means the duly elected board of directors of the Association.

3.7. Building. Building means the building to be constructed on the Property as shown on the Plat.

3.8. Bylaws. Bylaws mean the bylaws of the Association as they exist from time to time.

3.9. Common Area. Common Area means the entire Project, except the Units.

3.10. Condominium. Condominium means a separate interest in a Unit together with an undivided interest in common in the Common Area, expressed as percentages of the entire ownership interest in the Common Area, as set forth in **Exhibit D** attached hereto and incorporated herein.

3.11. Condominium Act. Condominium Act means the "Condominium Property Act" of the State of Idaho, Idaho Code Section 55-1501 *et seq.*, as the same may be amended from time to time.

3.12. Condominium Documents. Condominium Documents means this Declaration, the Articles, the Bylaws, the Plat, Association Rules, any services agreements entered into by

the Association, and any and all other related documents and instruments as the same may be amended from time to time.

3.13. Grantor. Grantor means 119 Boise, LLC, an Idaho limited liability company, or any person or entity to whom the rights under this Declaration are expressly transferred by the Grantor.

3.14. Lessee. Lessee shall mean any person (other than a legal lineal descendant (child and grandchildren) or a parent or grandparent of the Owner) occupying, with or without compensation, a Unit when the Owner is not in full time residence at the Unit.

3.15. Limited Assessment. Limited Assessment means a charge against a particular Owner and the Owner's Unit, directly attributable to or reimbursable by the Owner, equal to the costs and expenses of maintaining, repairing or replacing those portions of the Project the costs and expenses for which are payable by a particular Owner in accordance with Article 9 or any other provision of this Declaration, the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration (including, if applicable, the amount of any deductible payable in connection with an insured loss), or any amount levied by the Board as a reasonable fine or penalty for non-compliance with the CCRs or a construction penalty, plus interest and other charges on such charge, fine or penalty as provided for in this Declaration, and for any goods or services provided by the Association which benefit less than all the Owners, as more particularly described in Section 9.8 herein.

3.16. Limited Common Area. Limited Common Area means those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation or restriction of other Owners. Limited Common Area may be established from time to time by Grantor or the Association on any portion of the Property by describing such area on a recorded plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. Limited Common Area shall include, without limitation, Parking Spaces, Storage Units, Bike Racks, and Deck Spaces. For purposes of applying this Declaration to the Property, the term Common Area as used in this Declaration shall include Limited Common Area.

3.17. Management Agreement. Management Agreement means any agreement or amendments thereto entered into by the Association, which provides for the management, maintenance and operation of the Project, including, without limitation, the Common Area, by a management individual or entity.

3.18. Management Company. Management Company means the person or entity hired by the Association to manage the Project, as defined in the Management Agreement, and to act as the Management Body, as such power is delegated pursuant to Section 8.7.1.

3.19. Member. Member means each person or entity holding a membership in the Association.

3.20. Mortgage. Mortgage means any mortgage, deed of trust or other security instrument by which a Condominium or any part thereof is encumbered.

3.21. Mortgagee. Mortgagee means any person or any successor to the interest of such person named as the mortgagee, trust beneficiary, or creditor under any Mortgage under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

3.22. Owner. Owner means any person or entity at any time owning a Condominium, including, if applicable, the Grantor. The term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

3.23. Parking Spaces. Parking Spaces, or individually a "Parking Space", shall mean the parking spaces designated as such on the Plat and further designated herein as Limited Common Area, a portion of which have been or will be assigned for the use of certain Owners by Grantor. Certain Parking Spaces may be identified from time to time as handicapped Parking Spaces and may be assigned or reserved by Grantor in accordance with the Condominium Documents or applicable laws.

3.24. Parking/Commercial Unit. The Parking/Commercial Unit means that Unit designated as Unit 101 on the Plat.

3.25. Deck Space. Deck Space means that outdoor space attached to the Units, as shown on the Plat. Deck Space, including, without limitation, any railing or fences surrounding the Deck Space, shall be Limited Common Area for the exclusive use of the Unit to which it is attached.

3.26. Plat. Plat means the Plat of The One Nineteen Condominiums as defined in Section 1.1, which is the condominium map as required by the Condominium Act, a copy of which is attached hereto as **Exhibit B**.

3.27. Penthouse Units. Penthouse Units, or individually, a "Penthouse Unit", shall mean those Units located on level 6 of the Building, as shown on the Plat. For purposes of applying this Declaration to the Property, the term Unit as used in this Declaration shall include Penthouse Unit.

3.28. Project. Project means that certain residential condominium development, as shown on the Plat, commonly known as "The One Nineteen Condominiums" which shall include, but shall not be limited to residential and parking uses, in accordance with the Plat, the Declaration and the existing development approvals obtained from the City of Boise, all of which is located on the Property.

3.29. Regular Assessment. Regular Assessment means an assessment by the Association to provide for the payment of all estimated expenses and to fund all appropriate reserves growing out of or connected with the Project as a whole, as more particularly described in Section 9.6 herein.

3.30. Intentionally Deleted.

3.31. Special Assessment. Special Assessment means an assessment by the Association for the purpose of defraying, in whole or in part, the costs of any new acquisitions and/or new capital improvement, construction or reconstruction or unexpected or extraordinary repair, maintenance or replacement of the Project or any part thereof, including, without limitation, snow and ice removal, or for any expense incurred or to be incurred as provided in this Declaration, or in the event that the Assessment assessed for any particular year is or will become inadequate to meet the expenses of the Association, such assessment being authorized pursuant to the terms and conditions provided herein, as more particularly described in Section 9.7 herein.

3.32. Storage Units. Storage Units means those storage units, located on levels 1 and 2 of the Building, as shown on the Plat. Certain Storage Units shall be assigned to a specific Unit, and shall be Limited Common Area for the exclusive use of the Unit to which it is assigned.

3.33. Unit. Unit means the separate interest in a Condominium as depicted on the Plat and which is bounded by the interior undecorated and unfinished surfaces of the perimeter walls, floors, and ceilings, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute complete enclosures of space, and all improvements within the space. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include: (1) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing materials applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall and floor material; (2) all interior surfaces of windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor; (3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, supply lines, toilets, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any; (4) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit; (5) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein; (6) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; and (7) the portion of fireplaces actually within the interior of a Unit, and fireplace vents or chases, if any; excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit: (1) bearing walls, columns, unfinished floors, roofs, foundations, elevator equipment and shafts and any supporting element of the Building contained in the interior walls; (2) central heating and air conditioning, reservoirs, tanks, pumps, and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations (other than those specified above), wherever located, except the outlets thereof when located within the Unit and all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit; (3) fireplace flues and chimneys, if any. The interior surfaces of a perimeter window, skylight or door means the points at which such surfaces are located when such window, skylight or door is closed. The physical windows, skylights or doors themselves are part of the Limited Common Area as defined herein.

ARTICLE 4 NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.1. Estates of an Owner of a Condominium. The Property is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Area. The percentage of ownership interest in the Common Area which is to be allocated to each Condominium as a whole for purposes of Assessments, tax assessment under Section 55-1514 of the Condominium Act, and liability as provided by Section 55-1515 of the Condominium Act, is set forth on the attached **Exhibit D**.

4.2. Title. Title to a Condominium may be held or owned by any individual or entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

4.3. Inseparability. No part of a Condominium or of the legal rights comprising ownership of a Condominium, including any Limited Common Area associated with the Condominium, may be separated from any other part thereof during the period of Condominium ownership prescribed herein, except as otherwise provided in Section 6 and Section 8.4.1, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, transferred and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Condominium together with all appurtenant rights, created by law or this Declaration.

4.4. Partition of Common Area Not Permitted. The Common Area shall be owned in common by all of the Owners of Units, and no Owner may bring any action for partition thereof.

4.5. Taxes and Assessments. Each Owner shall execute such instrument and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the responsible Owner or Owners. Each Owner shall pay the taxes and assessments assessed against such Owner's Condominium, or interest therein, and such Owner's interest in the Common Area, or any part of any or all of the foregoing. The Association shall have the right to protest any tax valuation or assessment by any government agency and to pay for any costs associated with such protests. Each Owner agrees to reimburse the Association for any costs associated with such protests as related to that Owner's Unit.

4.6. Owner's Rights with Respect to Interiors. Each Owner shall have the exclusive right to maintain, finish, refinish and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming and within the interior boundaries of his Unit, including but not limited to the installation of carpet or other floor coverings, paint or wallpaper, cabinets, and plumbing and electrical fixtures subject to the reasonable rules and regulations adopted by the Association, as amended or repealed from time to time, and with respect to hard surface flooring, Section 7.17 of this Declaration and with respect to window treatments, Section 7.14 of this Declaration. Notwithstanding the foregoing and anything to the contrary contained in this Declaration, and without limiting the Association Rules, all Units shall be subject to the Association Rules concerning the installation of flooring and all other products, finishes, appliances, and decorations and reasonable measures to prevent, dampen and otherwise reduce noise, vibration, and noxious emissions to the other Units and the Common Area.

ARTICLE 5 EASEMENTS

5.1. Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the 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 or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered encumbrances 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 under a Building, or by changes in position caused by repair or reconstruction of the Building or any part thereof.

5.2. Easements of Access for Repair, Maintenance and Emergencies.

5.2.1. General The Owners shall have the irrevocable right, to be exercised by the Association, as their agent, to have access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units or to correct a violation of any CC&Rs set forth in this Declaration when, after reasonable efforts by the Association, the Owner fails to do so. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units, or to the Common Area resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of the negligence of an Owner or such Owner's invitees, licensees or lessees of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Unit shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Assessment pursuant to Article 9 herein.

5.2.2. Annual Inspection of Units. Any person authorized by the Board shall have the right of access to all Units on an annual basis for the purpose of inspecting such Units for compliance with the terms and conditions of the Maintenance Manual and any Owner's Manual and the terms and conditions of this Declaration.

5.3. Owner's Right to Ingress, Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to the Owner's Condominium, and shall have the right to the horizontal and lateral support of such Owner's Condominium, and such rights shall be appurtenant to and pass with the title to each Condominium. In exercising the rights granted in this Section, each Owner agrees to use commercially reasonable efforts to avoid interference with the access to other Condominiums.

5.4. Association's Right to Use of Common Area. The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to grant access easements, utility easements, alter the Common Areas, and construct and maintain maintenance and storage facilities in the Common Area for use by the Association.

5.5. Grantor's Right Incident to Construction. Grantor and persons it shall select shall have the express and unconditional right to ingress and egress over, upon and across the Project, including all Units and the Common Area, the right to store materials thereon and to make other use thereof as may be reasonably necessary or incident to completion of development and construction of the Building and Units shown on the Plat and the completion of all Units for use and occupancy; provided, however, neither Grantor nor any Owner shall construct any additional separate principal buildings on the Property without the express written consent of the City of Boise.

5.6. Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Grantor or otherwise, shall be construed to grant and reserve such

reciprocal easements as shall give effect to Sections 5.1, 5.2, 5.3, 5.4, and 5.5 above, even though no specific reference to such easements or to those Sections appear in any such conveyance.

5.7. Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and property within the Project in the proper performance of their duties. The easement granted herein is recognized to be a condition of platting the Property imposed by the City of Boise. Such easement shall not be dissolved or altered in any material way which would prevent its beneficial use for its intended purpose without the written consent of the City of Boise.

Owner expressly acknowledges that the Association and the Boise City Fire Department shall each have one master key capable of accessing all doors, whether or not such door is connected to any common security system. The Owners expressly agree to notify the Association prior to re-keying any lock in the Building and agree to use a locksmith approved by the Board.

5.8. Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use, including, without limitation, any storm drainage easements, street light easements, sanitary sewer easements, or any other public utility easement shown on the Plat.

ARTICLE 6 DESCRIPTION OF A CONDOMINIUM

6.1. Units. Every contract for the sale of a Condominium and every other instrument affecting title to such Condominium shall describe that Condominium by the Unit number shown on the Plat as set forth on **Exhibit B**, with appropriate reference to the Plat and to this Declaration as such appear in the official records of Ada County, Idaho, in the following manner:

Condominium Unit____, as shown on the Plat of Residence at One Nineteen Condominium recorded on Nov. 17, 2015 in Book 109 of Plats at Page 15422-30, as Instrument No. 2015-105508, in the official records of Ada County, Idaho, as said plat may be amended or supplemented from time to time, and as defined in the Condominium Declaration for The One Nineteen Condominiums, recorded as Instrument No. 2015-105507, official records of Ada County, Idaho, as said declaration may be amended or supplemented from time to time.

6.1.1. Any Condominium deed may include a designation of Limited Common Area associated with the Unit. Such description shall be construed to describe the Unit, together with an appurtenant undivided ownership interest as tenants-in-common 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 the Condominium Documents or any amendments or supplements thereto, whether or not so specified in the instrument.

6.2. Parking Spaces. As set forth in this Declaration, the Parking Spaces located within the Project shall be Limited Common Areas. Grantor hereby reserves to the Association the right to designate as Limited Common Area one (1) Parking Space for the use and benefit of each Unit. Grantor further reserves to the Association the right to allocate any additional

Parking Spaces that have not been designated for the exclusive use of a Unit to the Owner or Owners of any Unit or Units. The Association shall maintain a written record of all the Parking Spaces and the Unit for which each Parking Space serves as Limited Common Area (the "Parking Space List"), as it may be amended from time to time. Subject to the Association Rules, only the Owner of the Unit for which a Parking Space is designated as Limited Common Area on the Parking Space List may use such Parking Space.

Owners may assign the use of such Owners' Parking Spaces, pursuant to the following terms and limitations, and any other terms and conditions contained in the Association Rules. Owners holding more than one (1) Parking Space shall be entitled to assign, lease, transfer or otherwise convey the use of the additional Parking Spaces only to Owners of a Unit, as Limited Common Area, upon approval by the Board. Notwithstanding the foregoing, Owners shall at all times maintain the right to the use of at least one (1) Parking Space. Any attempt to convey or assign a Parking Space to a non-Owner or to convey an Owner's sole Parking Space shall be null and void and of no force and effect. Any assignment or conveyance of an assigned Parking Space is subject to the Board's right to reassign such Parking Space. Upon the making of an approved conveyance or assignment of a Parking Space, the Association shall update the Parking Space List. Upon written request, the Association shall provide an Owner with the then-current Parking Space List, certified by the Association as complete and correct. Any unassigned Parking Space shall be used for guest parking on a first come, first served basis.

6.3. Handicap Parking Spaces. The Property will contain handicap no less than two (2) handicap Parking Spaces. Handicap Parking Spaces may be used by handicapped persons on a first come, first served basis. Evidence of handicap status shall be by distinguishing license plate or placard issued by a state's Department of Motor Vehicles. The Association may adopt reasonable rules regarding the use of the handicap Parking Spaces. The Association shall include with the Parking Space List a copy of the evidence supporting a person's handicapped status.

6.4. Storage Units. As set forth in this Declaration, the Storage Units located within the Project shall be Limited Common Areas. Grantor hereby reserves to the Association the right to designate as Limited Common Area one (1) Storage Unit for the use and benefit of each Unit. Grantor further reserves to the Association the right to allocate any additional Storage Units that have not been designated for the exclusive use of a Unit to the Owner or Owners of any Unit or Units. There shall be maintained in the books and records of the Association a written record of all the Storage Units and the Unit for which each Storage Unit serves as Limited Common Area (the "Storage Unit List"), as the same may be amended from time to time. Subject to the Association Rules, only the Owner of the Unit for which a Storage Unit is designated as Limited Common Area on the Storage Unit List may use such Storage Unit.

Owners may assign the use of such Owners' Storage Units, pursuant to the following terms and limitations. Owners holding more than one (1) Storage Unit shall be entitled to assign, lease, transfer or otherwise convey the use of the additional Storage Units only to Owners of a Unit, as Limited Common Area, upon approval by the Board. Notwithstanding the foregoing, Owners shall at all times maintain the right to the use of at least one (1) Storage Unit. Any attempt to convey or assign a Storage Unit to a non-Owner or to convey an Owner's sole Storage Unit shall be null and void and of no force and effect. Any assignment or conveyance of an assigned Storage Unit is subject to the Board's right to reassign such Storage Unit. Upon the making of an approved conveyance or assignment of a Storage Unit, the Board shall update the Storage Unit List. Upon written request, the Board shall provide an Owner with the then current Storage Unit List, certified by the Association as complete and correct.

6.5. Bike Racks. As set forth in this Declaration, the Bikes Racks located within the Project shall be Limited Common Areas. Grantor hereby reserves to the Association the right to designate as Limited Common Area not less than (2) Bike Racks for the use and benefit of each Unit. Grantor further reserves to the Association the right to allocate any additional Bike Racks that have not been designated for the exclusive use of a Unit to the Owner or Owners of any Unit or Units. There shall be maintained in the books and records of the Association a written record of all the Bike Racks and the Unit for which each Bike Rack serves as Limited Common Area (the "Bike Rack List"), as the same may be amended from time to time. Subject to the Association Rules, only the Owner of the Unit for which a Bike Rack is designated as Limited Common Area on the Bike Rack List may use such Bike Rack.

Owners may assign the use of such Owners' Bike Racks, pursuant to the following terms and limitations. Owners holding more than two (2) Bike Racks shall be entitled to assign, lease, transfer or otherwise convey the use of the additional Bike Rack only to Owners of a Unit, as Limited Common Area, upon approval by the Board. Notwithstanding the foregoing, Owners shall at all times maintain the right to the use of at least two (2) Bike Racks. Any attempt to convey or assign a Bike Rack to a non-Owner or to convey one or more of the Owner's two (2) non-assignable Bike Racks shall be null and void and of no force and effect. Any assignment or conveyance of an assigned Bike Rack is subject to the Board's right to reassign such Bike Rack. Upon the making of an approved conveyance or assignment of a Bike Rack, the Board shall update the Bike Rack List. Upon written request, the Board shall provide an Owner with the then current Bike Rack List, certified by the Association as complete and correct. Any unassigned Bike Rack shall be used for guest bicycle parking on a first come, first served basis.

ARTICLE 7 USE OF CONDOMINIUMS

7.1. Obstructions of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Association. Nothing shall be altered on, planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Association.

7.2. Maintenance of Interiors and Limited Common Area. Each Owner shall keep the interior of such Owner's Unit, including, without limitation, interior walls, windows, glass, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition, and good state of repair and shall keep the heating and air conditioning equipment, water heater and related devices exclusively serving the Owner's Unit in a good state of maintenance. Further, each Owner agrees that such Owner's Unit will be used exclusively for single-family residential purposes and home office use solely by persons residing in that Unit. Each Owner shall keep the Limited Common Area, designated for the exclusive use of such Owner in connection with the Unit in a clean, sanitary and attractive condition, including removal of snow and ice on Limited Common Area. Each Owner shall notify the Association of any unsafe condition existing in, on or around the Limited Common Area. In addition, nothing unsightly, in the reasonable determination and discretion of the Board, shall be kept on the Deck Space and no use or activity, in the reasonable determination of the Board, shall be allowed on or in the Deck Space, Parking Spaces, Bike Racks, or Storage Units. In the event that Grantor has caused a Owner's Manual containing minimum maintenance or other standards applicable to individual Units and Limited Common Areas to be prepared and delivered to the Owners (which right is hereby reserved by Grantor), each Owner shall cause such Units and Limited Common Areas to be maintained in accordance with the requirements

of the Owner's Manual. The requirements set forth in any Owner's Manual shall be in addition to the requirements of any warranty or other operating guidelines or instructions.

7.3. Prohibition of Damage and Certain Activities. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or its Lessee, licensee, guest, other occupant, or any invitee, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by Owner or Owner's Lessee, licensee, guest, other occupant, or invitee, provided, however, that any Lessee, licensee, guest, other occupant, or invitee of an Owner shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof and nothing shall be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing or working in a Unit. Without limiting the generality of any of the foregoing, (i) no whistles, bells or other sound devices (other than security devices which have been approved by the Board), flashing lights or search lights, shall be located, used or placed on the Common Area or in a Unit, if such placement of such item in a Unit will unreasonably bother or constitute a nuisance to others, and (ii) no speakers or other sound devices shall be attached to or installed in any wall or any part of the Common Area. No unsightly articles shall be permitted to remain on any portion of the Property so as to be visible from any other portion of the Project, including, but not limited to, flags and political signs. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, and scrap shall be kept at all times in such containers (or otherwise screened) and in areas approved by the Board. No clothing or fabric shall be hung, dried or aired in a manner inconsistent with the Association Rules.

7.3.1. Owners agree that they will not use or suffer or permit any person or persons to use the Units or any part thereof for any use or purpose in violation of the laws of the United States of America, the State of Idaho, Ada County, Idaho or Boise City, Idaho, or the ordinances, regulations and requirements of such governmental (public or quasi-public entities) or other lawful authorities.

7.3.2. Owners shall not do or permit anything to be done in or about the Building nor bring or keep anything therein which will in any way increase the existing rate or adversely affect any fire or other insurance upon the Building or any of its contents (unless the Association has consented in writing to such use and such Owner pays any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the Building or Condominiums, or any of its contents, nor shall Owners sell or permit to be kept, used or sold in or about said Building any articles which may be prohibited by an extended coverage policy of fire and other casualty insurance.

7.3.3. Owners shall not do or permit anything to be done in or about the Unit or Common Area which will in any way obstruct or interfere with the rights of other Owners or occupants in the Building, create undue noise and disruption, or injure or annoy them or use or allow the Unit to be used for unlawful or any objectionable purpose, nor shall Owner cause, maintain or permit any nuisance in, or about the Building.

7.4. No Hazardous Activities. No activities shall be conducted on the Property, which are or might be unsafe or hazardous to any person or property, including any open fires and/or the discharge of firearms. Without limiting the foregoing, no charcoal, wood-burning, or propane barbeques, and no smokers or fire pits, shall be allowed on the Property; provided, however, that natural gas barbeques may be located on a Unit's Deck Space and connected to

the Unit's natural gas connection. Any and all such barbeques shall be operated in such a way as to not create unreasonable amounts of smoke or odors.

7.5. Vehicles and Equipment. The use of all vehicles and equipment, including, without limitation, trucks, automobiles, bicycles, motorcycles, recreational vehicles, all-terrain vehicles, motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, snow removal equipment, garden maintenance equipment, and yard maintenance equipment shall be subject to any portion of the Condominium Documents which prohibit or limit the use thereof within the Property, including, without limitation, the Associations Rules. Without limiting the foregoing, the following specific restrictions apply: 1) vehicles shall not extend or otherwise be permitted on or into any sidewalk, pedestrian area, or drive aisle, unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Condominium Documents; 2) no motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, flat bed trucks or trailers, unlicensed, dilapidated or unrepaired or unsightly vehicles or similar equipment (except for short-term construction purposes), shall be placed or stored in the Parking Spaces or elsewhere on the Property.

The Association retains the right, in its sole discretion, to limit the size of any vehicle that may be parked in a Parking Space or any other parking facilities associated with the Project or to construct any additional barrier for appropriate parking use. Parking Spaces may be used only for parking of operable, licensed, and registered passenger motor vehicles of a size appropriate for the applicable Parking Space. All vehicles shall be parked in the center of a Parking Space and in a manner that allows adjoining Parking Spaces to be used as intended. Use of Parking Spaces for parking or storage of trailers, recreational vehicles, boats, or for other purposes shall be permitted only to the extent expressly allowed by the Association Rules. The Association may prohibit or restrict the parking of vehicles in the parking spaces held for common parking, if any. The Association may direct that any vehicle, equipment or other thing improperly kept in a Parking Space or upon any portion of the Property be removed, and if it is not removed, the Association may cause it to be removed at the risk and expense of the owner thereof.

Grantor and Association make no representation or warranty that any particular oversized vehicle may fit into any given Parking Space, and expressly disclaim any liability relating to an Owner's inability to park an oversized vehicle in any given Parking Space.

Grantor and Association likewise disclaim all liability relating to an Owner's use of the Owner's Parking Space.

7.6. Storage. No Deck Space or Parking Space shall be used for storage purposes, including for the storage of pets, bicycles, boxes, storage sheds, and so forth, except that patio furniture shall be permitted on Deck Spaces in accordance with Sections 7.7. All materials to be stored shall be maintained either wholly within the interior of a Unit or within the Unit or other designated storage areas as shown in a Plat or designated by the Board.

7.7. Use of Deck Spaces. Except for natural gas barbeques connected to a Unit's natural gas connection, no burning devices of any kind, including without limitation non-natural gas barbeques, smokers, fire pits, or heaters are permitted on Deck Spaces. Any plants or similar items to be kept on Deck Spaces shall be in accordance with the approved plant list or otherwise subject to approval by the Association, shall be watered and maintained in good condition, and dead plants, leaves, and other items shall be removed. No over-watering of any plants on the Deck Spaces (i.e., of such a nature to cause water run-off) shall be permitted. Patio furniture as approved by Grantor or the Association or in accordance with the Association

Rules shall be permitted on Deck Spaces. The Deck Spaces shall be kept in a clean and orderly fashion. The Board shall adopt and implement such Association Rules regarding the use of Deck Spaces by Owners and their guests as the Board deems necessary and appropriate, including, but not limited to reasonable fines and penalties for violations of such Association Rules. The Association Rules shall establish such other rules, requirements and prohibitions regarding the use of the Deck Spaces so as to maintain the exterior appearance of the Building. Without limiting the foregoing, Owners shall not hang any items from the Deck Spaces or the railings thereon, and Owners shall not place any temporary or permanent lighting, whether electric, battery-operated, solar, or otherwise, on such Owner's Deck Space.

Each Owner hereby acknowledges that the Deck Space adjoining each Unit lies within the public right-of-way owned by the Ada County Highway District ("ACHD"). Each Owner further acknowledges that the right to use and maintain each Deck Space is subject to that certain revocable Temporary License Agreement between Grantor or the Association and ACHD (the "License Agreement"). In the event ACHD revokes License Agreement, each Owner's right to use and maintain its respective Deck Space is terminated, in which event the Association, at the Association's sole cost and expense, shall cause: i) the decks and living area on each Deck Space to be removed and the Building façade to be repaired to match the existing facade; and ii) each Unit's access to such former Deck Space to be permanently sealed.

7.8. Use of Storage Units. No hazardous material, including but not limited to paints and stains, shall be allowed to be stored in the Storage Units or other common storage areas (if any). No shelving, storage devises or apparatuses, or other improvements or alterations shall be permanently affixed to any Storage Unit, except as allowed by the Association Rules. The Board shall adopt and implement such Association Rules regarding the use of Storage Units by Owners and their guests as the Board deems necessary and appropriate, including, but not limited to reasonable fines and penalties for violations of such Association Rules.

7.9. Use of Parking Space. Owners shall not park, store or keep in any Parking Space any large commercial-type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck); any recreational vehicle (including, but not limited to, any camper unit, oversized off road vehicles, house/car or motor home); any bus, trailer, trailer coach, camp trailer, boat, or mobile home; or any inoperable vehicle. The above excludes camper trucks and similar vehicles up to and including three-quarter (3/4) ton when used for daily transportation and subject to approval by the Board. No person may conduct vehicle repairs or restorations of any kind, including oil changes, car washing and cleaning, or mechanical repairs of any nature, with respect to any motor vehicle, boat, trailer, aircraft or other vehicle within any Parking Space. No activity that would be contrary to any law shall be permitted in the parking area or any Parking Space. No vehicle may be parked within any Parking Space which exceeds the maximum height for such vehicles which may be posted from time to time by the Board. The Board shall adopt and implement such Association Rules regarding the use of Parking Spaces by Owners and their guests as the Board deems necessary and appropriate, including, but not limited to reasonable fines and penalties for violations of such Association Rules. Neither the Grantor nor the Association represent or warrant that there will be adequate clearance for any ski rack, bike rack, roof rack, or any other roof mounted equipment in the parking area, or in any given Parking Space.

7.10. Use of Bike Racks. The Bike Racks shall be used solely for storing non-motorized bicycles. The Board shall adopt and implement such Association Rules regarding the use of Bike Racks by Owners and guests as the Board deems necessary and appropriate, including, but not limited to reasonable fines and penalties for violations of such Association Rules.

7.11. Use of Parking/Commercial Unit. The Parking/Commercial Unit shall be used for parking, storage, or such other use as is allowed by applicable zoning as the same may be varied by approved variance or conditional use permit, including without limitation the following uses: bank/financial institution, club/lounge/social hall, retail store, pharmacy, restaurant, office, personal services (barber shop, studio, etc.), and tavern/lounge.

7.12. Intentionally Deleted.

7.13. Animals/Pets. Livestock, poultry, insects, and reptiles shall not be raised, bred or kept in any Unit, or elsewhere within the Project. An Owner, but not any other person who is not an owner, including a Lessee, may keep and maintain at a Unit not more than two (2) cats or two (2) dogs (and no more than two (2) such animals total, in any combination, at any time). The weight limit for any permitted dog shall be one hundred-fifty (150) pounds. No animal may be kept, bred or maintained at any Unit for any commercial purpose. Permitted pets shall be kept within the Unit, unless within an enclosure while being transported on or off the Property or when under leash or when held by a person capable of controlling the animal. Pets that become a nuisance or an annoyance to other Owners or Lessees (as reasonably determined by the Board) may be muted, confined or removed by the Board at the Owner's expense. Domestic birds (not to exceed two (2)) and fish in an aquarium shall be permitted in a Unit so long as such animals are kept in the interior of a Unit and are (i) kept as household pets, (ii) are not so excessively noisy as to disturb the quiet enjoyment by each Owner of his or her Unit, as determined by the Board, (iii) are not kept, bred or raised for commercial purposes or, as determined by the Board, in unreasonable numbers, (iv) do not constitute a nuisance or threat to the personal safety of other Owners and their Lessees, licensees, guests, other occupants, and invitees, as determined by the Board, and (v) with respect to any fish in an aquarium or other container, no Owner shall maintain any aquarium or other container which contains or can hold more than fifty-five (55) gallons of water. All Owners desiring to keep a permitted pet in a Unit must sign a pet agreement with the Manager or the Board, and all pets must be registered in writing on a form to be provided by the Manager or the Board. The Board shall specifically have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance to any other Owner, Lessee, licensee, guest, other occupant, or invitee, or to be a threat to the personal safety and welfare of any Owner, Lessee, licensee, guest, other occupant, or invitee. Additionally, and notwithstanding anything contained herein to the contrary, no Owner is permitted to keep any pet known to be involved in any incident resulting in major property damage (above \$250), injury or death to any person, any pet that is of a type or breed that is commonly known to be aggressive or dangerous or prohibited by law, or any pet the damages caused by which is not or would not be covered by the homeowner's insurance policy. Each Owner bringing or keeping an animal within the Project shall be liable to other Owners, Lessees, licensees, guests, other occupants, and invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property by such Owner or by its Lessee, licensee, guest, other occupant, or invitee, and it shall be the immediate duty and responsibility of each such Owner to clean up after such animals that have deposited droppings or otherwise used any portion of the Property or public street abutting or visible from the Property. The Board may adopt additional Rules regarding the foregoing, including regulations relating to the size, breed, weight and other characteristic of permitted pets. Pets are not permitted to be left unattended in the Common Areas or upon a Deck Space where from they may become a nuisance to others or a danger to themselves. All animals must have a current license, name tags and updated vaccinations.

Notwithstanding the foregoing, Owners may keep assistance animals at Project in accordance with the Fair Housing Act (42 U.S.C. § 3601 et. seq., as amended) and the

implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals shall not be treated less favorably than other residents or charged fees that are not charged to other residents without animals. The Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that (a) is out of control and the handler does not take effective action to control it, or (b) the animal's behavior poses a threat to the health or safety of others. Any individual who brings an assistance animal to the Project is financially and legally responsible for any injury or damage caused by such assistance animal, and for any clean-up of Common Areas, roads or other property necessitated by such assistance animal.

7.14. Window Coverings. No window or glass tinting or coverings shall be permitted, including any appliqué, decals, or other materials, that would be visible from the exterior of any Unit, or that would otherwise in any manner change the exterior appearance of any glass or window in terms of color, reflectivity, tint or appearance, except as otherwise may be permitted by the Association Rules. In the event replacement of any glass pane constituting Common Area shall become necessary, such glass shall be replaced by the Association; provided, however, an Owner may be required to pay for such replacement pursuant to Section 9.8. This paragraph shall be interpreted in such manner as to favor and facilitate a uniform appearance of the Property from the exterior thereof. Subject to the Association Rules, acceptable window coverings are vertical blinds, mini-blinds, draperies, curtains, shutters and other such items. Items including, but not limited to aluminum foil, newspaper, sheets, cardboard, reflective tint, paint, etc. are not permitted to be used as window covering.

7.15. Water Beds. No water beds shall be permitted in any Unit. Each Owner acknowledges that substantial damage to other Units and/or Common Areas may occur as a result of a violation of this restriction.

7.16. Appliances. No appliances shall be installed or maintained in a Unit that are inconsistent in terms of energy source or energy usage from those utility lines and hookups initially installed or made available by Grantor with respect to a Unit. By way of illustration, but not of limitation, if and to the extent that the Unit was originally equipped with a gas utility hookup for clothes dryers, stoves, ovens, or other appliances, no modifications shall be permitted for the installation of electricity powered clothes dryers, stoves, ovens or other appliances, unless electricity powered clothes dryers, stoves, ovens or other appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. Likewise, if the Unit was originally equipped and/or designed for any electrical appliances, no modifications shall be permitted for the installation of gas-powered appliances, unless gas powered appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. The Board reserves the right to designate specific Rules pertaining to the minimum design and performance characteristics of appliances to be installed in the Units. The Board further reserves the right to designate specific maintenance procedures and rules in the Rules, warranty guidelines or Owner's Manual. All installation and use of any appliances shall comply with and not violate the terms of any warranty guidelines, or manufacturers' guidelines or recommendations.

7.17. Hard Surface Flooring. No Owner shall install any hard surface flooring (including tile or hardwood floors) or replace any flooring with any hard surface flooring unless the prior approval of the Board has been obtained. Such hard surface flooring or replacement flooring shall meet the standards set forth by the Board from time to time as part of the Association Rules, and installation of such hard surface flooring or replacement flooring shall be installed in accordance with any procedures set forth in the Association Rules or as otherwise set forth by the Board as a condition of its approval to installation. As a condition to approving the installation or replacement of hard surface flooring, the Owner shall submit to the Board a construction drawing clearly indicating the type of flooring to be installed, the underlayment to be provided to mitigate against impact noises such as footfalls, and the installation procedures.

7.18. Energy Devices. No energy production devices, including, without limitation, generators of any kind and solar energy devices, shall be constructed or maintained on in any portion of the Common Area without the written approval of the Board. In the event that the addition or use of such a device is approved by the Board, it must be screened in the manner approved by the Board.

7.19. Satellite Dishes, Antennas. All Owners who desire to use any device or antenna to receive over the air transmissions shall be required to use one common antenna which may be located on the Project in a location designated and approved by the Grantor or the Board and shall be subject to any other reasonable restrictions established by the Board. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any federal or state law governing such devices. Those Owners using the same shall share the costs and expenses associated with the common antenna.

7.20. Signs. No signs of any kind, including, without limitation, "for sale" and "open house" signs, holiday signs, decorations, or banners, or political or commercial signs, shall be displayed on or from any portion of the Property except as required by law and except as approved by the Board.

7.21. Rules and Regulations. No Owner or Owner's Lessee, licensee, guest, other occupant, or invitee shall violate the Association Rules as defined in Section 8.7.1.5.

7.22. Limited Common Areas. Each Owner of a Unit is hereby granted the exclusive use of the Limited Common Area contiguous to and associated with said Unit. No Owner shall, or shall permit anyone else to, paint, stain, repair, replace, add to or otherwise alter any Limited Common Area without the written consent of the Board. Additionally, nothing shall be stored in or placed on any Limited Common Area except as allowed in this Declaration, by the Association Rules or otherwise upon the written consent of the Board.

The use of any and all Deck Spaces attached to a Unit shall be governed by this Declaration and the Association Rules. All maintenance and repair in the Limited Common Area shall be conducted through the Association. The Owner shall be responsible for all costs associated with such maintenance and repair, including a reasonable supervisory fee.

7.23. Structural Alterations. No structural alterations to Common Areas or Limited Common Areas, whether or not surrounding or serving any Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors shall be performed, in either case, by any Owner without the prior written consent of the Board and the Grantor so long as Grantor owns any Unit, or unless permitted by the Association Rules. An Owner who acquires fee title to two (2) or more adjoining Units may not remove the demising wall dividing any Unit from another Unit, unless the Owner has complied with the requirements and obtained the approvals required hereunder.

No penetration to any floor or ceiling may occur without Grantor or Board approval, which shall require also the approval of the structural engineer responsible for the design of the Units, or its successor retained by Grantor or the Board.

7.24. Sewer System Restrictions. No Owner or other person shall deposit any glass, metal, seafood shells, onion skins, artichoke leaves or similar food products waste material, diapers, clothing, rags, plastic, sanitary napkins, tampons, flammable material, oil, gas, grease, chemicals or other objects or materials other than natural human waste into the sewer system either directly or through an Owner's kitchen waste disposal unit. The cost of any and all damage sustained by the sewer system caused by such deposit in the sewer system of any of the items listed above or similar items not intended to be deposited into the sewer system shall be the sole responsibility of the Owner of the Unit where the deposit was made.

7.25. Leasing-Non Owner Occupancy. No more than seven (7) of the Units in the Project may be leased or occupied by a non-Owner at any point in time. For the purpose of this Section 7.25, "lease" shall mean allowing any person (other than a legal lineal descendant (child and grandchildren) or a parent or grandparent of the Owner) to occupy, with or without compensation, a Unit when the Owner is a full time resident at the Unit. If an Owner desires to lease a Unit such Owner shall provide written notice to the Association at least thirty (30) days prior to the proposed commencement date of any such lease. If the Association receives notice of intent to lease a Unit from an Owner, and such lease will not exceed the seven (7) Unit lease limit, then the Association shall provide written notice of the approval of such lease to the requesting Owner. If the Association receives a notice of intent to lease a Unit from an Owner, and the number of leased Units is equal to or greater than seven (7) Units, the Owner providing such notice of intent to lease shall be notified by the Association that the seven (7) Unit maximum would be exceeded and the Owner shall be prohibited from leasing the Unit. The Association shall maintain a list of Units that are leased. The Association shall also maintain a list of Owners that sought permission to lease their Units, but were unable due to the seven (7) Unit maximum for leased or non-owner occupied Units, which list shall be maintained according to the date of each Owner's request to lease (the "Leasing Wait List"). At least thirty (30) days prior to the expiration of an existing lease of a Unit or within five (5) days of the earlier termination of an existing lease, the Owner of such Unit shall notify the Association, and the Association shall: i) move such Owner to the bottom of the Lease Waiting List upon such expiration or termination; and (ii) provide the first Owner on the Leasing Wait List with notice of the ability to lease such Owner's Unit (the "Lease Opportunity Notice"). If an Owner does not lease its Unit within ninety (90) days of receipt of a Lease Opportunity Notice, such Owner shall have forfeited its ability to lease its Unit, and the Association shall notify the next Owner on the Leasing Wait List (if any). If an Owner leases a Unit in violation of the restrictions set forth in this Section or otherwise fails to comply with this Section, such Owner shall be in default of this Declaration, shall be subject to all rights and remedies set forth herein for violations of this Declaration. Additionally, if an Owner leases a Unit in violation of the restrictions set forth in this Section or otherwise fails to comply with this Section, such Owner shall indemnify, defend and hold harmless the Association and the other Owners from and against any and all loss or damage arising from or related to such violation. The Association shall be entitled to exercise all rights and remedies specified herein or otherwise as a result of such violation, including an action for injunctive relief and an action to evict any unauthorized tenant or occupant if legally allowable by law. No Owner may lease such Owner's Unit for less than thirty (30) days.

The Board may adopt such additional Association Rules as the Board deems necessary and appropriate regarding leasing and non-owner occupancy of units, including but not limited to placing a maximum period of three (3) years on the time that any Owner may lease a Unit.

The Board may adopt such additional Association Rules as the Board deems necessary and appropriate regarding leasing and non-owner occupancy of units, including but not limited to placing a maximum period of three (3) years on the time that any Owner may lease a Unit. Except as otherwise set forth herein, the Association shall not be responsible for any leasing activity.

7.26. No Further Division. No Owner may divide or adjust such Owner's Unit without the prior written approval of the Association, the City of Boise, and compliance with any condominium project amendment requirements of Ada County in connection with such division or adjustment.

7.27. Smoking Restrictions. The Building and the Project is strictly intended to be a "non-smoking" Building and Project. No Owner, family member, tenant, resident, guest or visitor shall smoke cigarettes, cigars, or any other tobacco or other product or substance in any Unit, the Building, Common Areas or anywhere within the Project. Each Owner shall be responsible for insuring that the Owner's family members, tenants, residents, guests or visitors comply with the non-smoking rules. Each Owner hereby acknowledges and agrees that neither the Grantor nor the Association is responsible for guarantying a smoke-free environment within the Project. The Association Rules may contain penalties and fines to Owners who violate the non-smoking Association Rules.

7.28. Right to Enjoy and Use Units. Each Owner shall be entitled to use and enjoy his/her Unit for its intended purpose and nothing herein is intended to impose or grant the authority to impose any restrictions, limitations or prohibitions which would deprive an Owner of the reasonable use and enjoyment of his/her Unit. Notwithstanding the foregoing, no Owner shall be entitled to use his/her Unit for any uses not allowed under the Boise Municipal Code or otherwise limited by this Declaration or any other Condominium Documents.

ARTICLE 8 THE 119 CONDO OWNERS ASSOCIATION, INC.

8.1. Creation. Grantor has organized the Association as a non-profit corporation under the laws of the State of Idaho, and Grantor hereby designates the Association as the "Management Body" of the Project in accordance with and as defined in the Condominium Act. The Association shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws and this Declaration, as amended and/or supplemented from time to time. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

8.2. Members. Each Owner (including the Grantor) by virtue of being an Owner and for so long as such ownership is maintained shall be a Member of the Association and shall have voting rights as hereafter set forth in this Article 8. A membership in the Association shall be appurtenant to and inseparable from the Condominium owned by such Owner. A membership in the Association shall not be assigned, transferred, pledged or alienated in any way except upon the transfer of title to said Condominium and then only to the transferee of title to said Condominium. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association. A Lessee shall not have the voting rights of the Owner of the Unit being leased.

8.3. Classes of Membership. The Association shall have two (2) classes of membership.

8.3.1. Class A Members. The Class A Members shall be all Owners, with the exception of the Grantor for so long as the Class B Member exists. Class A Members shall not be entitled to vote in the Association until the Class B Member Termination Date (defined below). Upon the Class B Member Termination Date, at all meetings of the Association each Class A Member will be entitled to the number of votes established for the Unit owned by such Member as set forth on **Exhibit D**, attached hereto and incorporated herein by this reference. Upon termination of Class B Member as set forth in Section 8.3.2, Grantor shall become a Class A Member to the extent Grantor remains an Owner after the Class B Member Termination Date.

8.3.2. Class B Member. Grantor shall be the Class B Member, and shall be the sole voting member of the Association entitled to vote the collective voting power of all Members until the Class B Member Termination Date. The Class B Member shall cease to exist upon the earlier to occur of the following: (i) five (5) years after the recordation of the first deed to a Condominium to an individual or entity other than Grantor; or (ii) four (4) months after the sale of one hundred percent (100%) of the Units in the Project. This date may be referred to herein as the "Class B Member Termination Date."

8.4. Voting Rights in the Association. On all matters of the Association submitted to a vote of the Owners of the Project, the Class B Member shall be the sole voting Member until the Class B Member Termination Date. Upon the Class B Member Termination Date, at all meetings of the Association each Class A Member will be entitled to the number of votes established for the Unit owned by such Member as set forth on **Exhibit D**.

8.4.1. Vote of Multiple Owners. If the Owner of a Condominium shall be more than one (1) person, all such persons shall be deemed Members, but the voting rights in the Association attributable to that Condominium may not be split and shall be exercised by one representative selected by such persons as they, among themselves, may determine. In the event such persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such persons shall not be entitled to vote on the matter in question. If only one such person casts a vote, it will thereafter be conclusively presumed for all purposes that such person was acting with the authority and consent of all other co-Owners of such Condominium. The right to vote may not be severed or separated from the ownership of the Condominium to which it is appurtenant, except that an Owner may give a revocable proxy, or may assign such Owner's right to vote to a Mortgagee, beneficiary or contract purchaser of the applicable Condominium, for the term of the Mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Condominium to a new Owner shall operate automatically to transfer the appurtenant voting right to the new Owner, subject to any assignment of the right to vote to a mortgagee, beneficiary or contract purchaser as provided herein.

8.4.2. Matters Deemed Approved. Except as otherwise provided herein, at all meetings of Members at which a quorum is present, all matters submitted to a vote of the Members shall be determined, made, approved or authorized if the votes of the Members entitled to vote on such matter cast in favor of such matter exceed those votes cast against such matter.

8.5. Board of Directors and Officers. The business and affairs of the Association shall be governed and managed by a board composed of three (3) Directors (the "Board"), and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time-to-time. Until the Class B Member Termination Date, all Directors shall be selected by the Class B Member.

8.6. Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein and no such transfer or assignment shall revoke or change any of the rights or obligations of any Owners as set forth herein.

8.7. Powers and Duties of the Association.

8.7.1. Powers. The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Condominium Documents as the same may be amended from time to time. The Association, functioning through the Board, shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under the Condominium Documents and necessary or proper for, or incidental to the proper management, operation and administration of the Project, including, without limitation:

8.7.1.1. Assessments. The power to levy Assessments on the Owners of Condominiums and to force payment of such Assessments.

8.7.1.2. Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Condominium Documents, including the Association Rules as defined herein and adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

8.7.1.3. Fines. The power to impose reasonable charges for late Assessment payments, and to levy reasonable fines after notice and opportunity to be heard in accordance with this Declaration and the Condominium Act, including without limitation I.C. § 55-115 as the same may be amended from time to time, for violations of the Condominium Documents of the Association.

8.7.1.4. Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as the Management Body as defined in the Condominium Act, and specifically the authority to delegate its powers and duties to a management firm pursuant to a management agreement; provided, however, that any delegation of the Association's powers and duties may be revoked upon thirty (30) days written notice to such management firm. Neither the Association nor the members of the Board shall be liable for any omission or improper exercise by any person or entity to whom any such duty or power has been delegated. Any person or entity delegated any powers authorizing it to act as the Management Company shall be required to carry all appropriate insurance, including, but not limited to workers' compensation, liability insurance, automobile insurance, and bonds, and such Management Company shall ensure that any other person or entity working on the Project on the Management Company's behalf shall carry the same.

8.7.1.5. Association Rules. The power to adopt, amend and repeal by majority vote of the Board the Association Rules, including rules relating to fees, penalties, and/or fines for violation of the Condominium Documents and the Association Rules. The Association shall have the express authority to make and enforce any rules, regulations, restrictions, protocols and procedures regarding construction activities, use of the Limited

Common Area, vehicles and equipment, the leasing and renting of the Units, social events, animals and pets, moving hours, all other acts or procedures as set forth in this Declaration, and any other events or items related to the Project or the use and enjoyment thereof. The Association shall govern the use of the Units and Common Area by the Owners, and the Owners' Lessees, licensees, guests, other occupants, invitees, and contract purchasers, it being understood that the Association Rules shall apply equally to all Owners and shall not be inconsistent with the Condominium Documents. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between any such Association Rules and any other provision of the Condominium Documents, the provisions of the Association Rules shall be deemed to be superseded by the provisions of the Condominium Documents to the extent of any such inconsistency. The Association Rules may from time to time supplement and add to the Condominium Documents.

8.7.1.6. Emergency Powers. The power to enter upon any Unit as necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of this Declaration or Association Rules, or in the event of any emergency involving illness or potential danger to life or property and may take corrective action. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein. Owners acknowledge that the Boise City Fire Department and the Association shall have a master key to all locks in the Building or on the Project. Owner further agrees to notify the Board and employ a locksmith approved by the Board before any locks may be changed to preserve the system.

8.7.1.7. Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Project and for the preservation of health, safety, convenience and welfare of all the Owners, for the purpose of constructing, erecting, operating or maintaining:

8.7.1.7.1. Underground lines, cable, wires, conduits or other devices for the transmission of electricity for lighting, heating, power, telephone, television, other utility services and above-ground lighting structures, meters and other facilities associated with the provision of lighting and services;

8.7.1.7.2. Sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

8.7.1.7.3. Cross parking easements, sidewalk abutments, drive lanes, parking areas, curb cuts, landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

8.7.1.8. Miscellaneous Services. The power to obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each Condominium (subject to reimbursement by the respective Owner for such services as an Assessment), 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.

8.7.1.9. Property for Common Use. The power to acquire and hold for the use and benefit of all of the Owners, or for the benefit of only those Owners within a particular Condominium, tangible and intangible personal property and real 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 interest in the Common Area. Such interest shall not be transferable except with the transfer of a Condominium. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners.

8.7.1.10. Inspection. The power and authority to enter a Unit for the purpose of conducting a regular maintenance inspection.

8.7.1.11. Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

8.7.1.12. Public Right of Ways. The power and authority to maintain all areas associated with the Project that may be in the public right of way and to charge any assessments, as deemed necessary in the Association's sole discretion, to pay for all costs associated with this maintenance.

8.7.1.13. Litigation. The power and authority to file lawsuits or institute other legal proceedings on behalf of and for the benefit of the Association, as a whole, but only after having obtained the written approval of seventy percent (70%) or more of the Owners. Notwithstanding the foregoing, upon the approval of the Board, the Association may commence litigation to foreclose liens as set forth in Section 10.3.

8.7.2. Duties of the Association. In addition to the power delegated to it by the Condominium Documents, the Association or its agents shall have the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

8.7.2.1. Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all improvements thereon, including parking areas, drive lanes, common seepage beds, storm sewers or related storm drainage facilities and the exteriors of buildings as described in Section 8.7.2.5 below and including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association, and maintaining the same in a good, clean, attractive and sanitary condition, order and repair.

8.7.2.2. Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area, if any, owned and managed by the Association or against the Association and any property owned by the Association and all such taxes shall be paid or a bond insuring payment posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

8.7.2.3. Water and Other Utilities. Acquire, provide and/or pay for water, pressurized irrigation system water and maintenance, storm drainage system maintenance, sewer, garbage disposal, refuse and rubbish collection and other necessary services for the Common Area and Units.

8.7.2.4. Insurance. Obtain from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the policies of insurance described in Article 13 hereof.

8.7.2.5. Inspection, Maintenance, and Repair of Common Areas. In an effort to maintain manufacturer warranties and to reduce insurance claims, premiums, and deductibles, the Association shall, not less than annually, inspect the Common Areas, including without limitation the Building roof, elevators, fire alarm and security systems, heating and cooling equipment and systems, sewer systems, drainage facilities, and the exterior of the Building. To the extent such inspection turns up items that need repair or maintenance, the Association shall cause such repair or maintenance to be performed. In the event such repair or maintenance is needed during any warranty period, the Association shall cause the contractor, manufacturer, or other warrantor to perform such maintenance or repair.

8.7.2.6. Inspection and Maintenance Guidelines. The Board shall adopt inspection and maintenance guidelines for the annual inspection and maintenance of the Common Area, including without limitation inspection and maintenance of the Building roof, elevators, fire alarm and security systems, heating and cooling equipment and systems, sewer systems, drainage facilities, and the exterior of the Building. The Board periodically, and at least once every two (2) years, shall review and update the inspection and maintenance guidelines. The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines, and shall keep records of such implementation and compliance.

8.7.2.7. Maintenance Manual. In the event that Grantor has caused a maintenance manual containing maintenance guidelines, requirements or other standards applicable to some or all of the Project ("Maintenance Manual") to be prepared and delivered to the Association (which right is hereby reserved by Grantor), the Board shall cause any Common Areas subject to such Maintenance Manual to be maintained in accordance with the guidelines and requirements of the Maintenance Manual. The purpose of such Maintenance Manual is to ensure on-going preventive maintenance of Common Areas within the Project. In addition, the Association shall distribute to each Owner any maintenance manual containing guidelines, requirements or other standards applicable to the maintenance of the Units (an "Owner's Manual"). The requirements set forth in any Maintenance Manual or Owner's Manual shall be in addition to the requirements of any warranty or other operating guidelines or instructions. The purpose of such Owner's Manual is to ensure on-going maintenance of items within the Units which, if left unattended, could create maintenance problems outside of the Units.

8.7.2.8. Drainage Facilities. Operate and maintain the storm drainage and restricted building area, as depicted on the Plat. Notwithstanding anything to the contrary, no buildings or other similar improvements shall be constructed within the storm drainage and restricted building area, as depicted on the Plat that would materially interfere with the Property's drainage system.

8.7.2.9. Operation and Maintenance of Sidewalks and Landscaping. The Board shall operate, maintain and otherwise manage or provide for the operation,

maintenance and management of the sidewalks and landscaping located within the Project or located in the public right of way, adjacent to the Project.

8.7.2.10. Assisting with Owner's Financing. Upon the reasonable request of a prospective owner or its prospective lender, the Association shall provide copies of the Condominium Documents and may provide such other information as the Board deems appropriate in its sole discretion for purposes of assisting the prospective owner in obtaining financing to purchase a Unit or Units. The Board may require payment of a reasonable fee prior to providing the Condominium Documents and such other information.

8.8. Maintenance of Records and Right of Inspection. The Association shall keep and maintain at its principal place of business, current copies of the Condominium Documents, any rules and regulations applicable to the Property and its books, records and financial statements. The Association may designate the office of its professional management company as the principal place of business of the Association. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Owner or by such Owner's duly appointed representatives, at any reasonable time during normal business hours and for a purpose reasonably related to such Owner's interest as an Owner at the office of the Association or at such other place as the Board shall prescribe. No Owner or any other person shall copy or use the membership register for the purposes of solicitation of, or direct mailing to, any Owner.

8.9. Amplification. The provisions of this Section are amplified by the Bylaws; provided, however, that no present or future provision of such Bylaws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

8.10. Use of Association Powers. Notwithstanding the foregoing, the Association shall not take any action that would impair an Owner's right to enjoy and use his/her Unit as set forth herein, and, in particular in Section 7.28.

8.11. Immunity; Indemnification. Each Owner understands and agrees that Grantor, the Association, the Association's manager (if any), and the directors, officers, agents, employees and committee members of any of them (each individually a "Released Party") shall be immune from personal liability to such Owner or any other person, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party's actions or failure to act with respect to the Condominium Documents that does not constitute gross negligence or willful misconduct on the part of such Released Party. The Association shall indemnify, defend and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from such Released Party's actions or failure to act with respect to the Community Documents; provided, however, the Association shall not be obligated to indemnify, defend and hold harmless any Released Party for their own gross negligence or willful misconduct.

8.12. Waiver of Consequential Damages. The Association shall not be liable to any Owner for, and each Owner releases the Association from, any form of indirect, special, punitive, exemplary, incidental or consequential or similar costs, expenses, damages or losses.

ARTICLE 9 ASSESSMENT

9.1. Covenant to Pay Assessments. By acceptance of a deed to any Condominium, each Owner of such Condominium thereby covenants and agrees to pay when due all

Assessments or charges made by the Association against such Owner pursuant to the provisions of this Article 9 and this Declaration. The due date, manner and method of payment shall be as set forth in this Declaration or as established by the Board from time to time.

9.2. Initial Reserve Contribution. At the Close of Escrow, the purchasing Owner of a Unit shall contribute to the capital of the Association the amount of two (2) monthly installments of Regular Assessments attributable to such Owner's Unit ("Initial Reserve Contribution"). This amount shall be deposited by the buyer into the Unit purchase and sale escrow and disbursed therefrom to the Association to be used for any Association related expenses or reimbursement to the Grantor for expenses the Grantor incurs or incurred in establishing or maintaining the Common Areas or providing services or subsidies in connection with the Project, including, but not limited to seasonal decorations and furnishings for Common Area and to establish contingency and replacement reserves. The Initial Reserve Contribution shall not be considered prepayment of the Regular Assessment, shall be in addition to the Owner's continuing obligation to pay the Regular Assessment, and shall not be refundable.

9.3. Rate of Assessment. Except as otherwise provided herein, all Owners shall be responsible for Regular Assessments and Special Assessments levied by the Association in proportion to their percentage ownership interest in the Common Area, as set forth on **Exhibit D**. All Owners shall be responsible for Limited Assessments levied by the Association, as set forth in Section 9.8.

9.4. Assessment Constitutes Lien. The Assessments and charges together with interest, costs (including, but not limited to any fees incurred by the Management Company), and reasonable attorneys' fees, all which may be incurred in collecting the same, shall be a charge on the Condominium against which each such Assessment or charge is made.

9.5. Assessment is Personal Obligation. Each of the Assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time such Assessments fall due. The personal obligation for delinquent Assessments shall pass to such Owner's successors in title. A purchaser of a Condominium, including a lender or other purchaser at a foreclosure sale, shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of grant or conveyance without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

9.6. Regular Assessments.

9.6.1. Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including without limitation legal and attorneys' fees and other professional fees, for the conduct of its affairs as provided in Article 8, including without limitation the costs and expenses of construction, improvement, protection, insurance, maintenance, repair, management and operation of the Common Area and furnishing utility services, including water and sewer, and other common services to each Unit (if not separately metered), any deficit remaining from previous periods, a management contingency reserve, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively, all of the foregoing are the "Expenses"). Grantor and/or the Association reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium shall be fully responsible for the costs of providing utilities for the Owner's individual use.

9.6.2. Computation of Regular Assessments. Unless otherwise determined by the Board, the Association shall compute and forecast the amount of its Regular Assessments on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association, unless a change in Members or the Management Company makes it impracticable to compute the Regular Assessments in that time frame. In such event, the Owners shall be immediately notified upon completion of such computation. Notwithstanding the foregoing, the computation of Regular Assessments shall be completed in good faith and shall be valid upon completion. The computation of the Regular Assessments for the period from the recordation of this Declaration until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year. The Board shall have the exclusive right to approve any Assessment under this Article 9. Except as otherwise set forth herein, Regular Assessments shall be levied by the Association against Owners in proportion to their percentage ownership interest in the Common Area as set forth on **Exhibit D**; provided, however, that certain Expenses which exist only for the benefit of or only to serve a single Owner or group of Owners (but not all Owners) shall only be levied against such single owner or, if applicable, group of Owners in proportion to their respective percentage ownership interests in the Common Area as set forth on **Exhibit D** as amongst each other. .

By way of example and not by limitation, and for illustration purposes only, if a Regular Assessment is levied for Expenses or services provided only to residential Units, and not to the Parking/Commercial Unit, the Regular Assessment shall be levied only against such benefitted residential Unit Owners by adding the total percentage ownership interests in the Common Area of such benefitted residential Unit Owners and then by dividing each Owner's individual percentage ownership in the Common Area by such total percentage ownership amount. Each such benefitted residential Unit Owner shall be responsible for such Owner's proportional share of such Regular Assessment.

By way of example and not by limitation, and for illustration purposes only, the aforesaid Expenses or services that may be levied against a single Owner or group of Owners include, without limitation, heating, ventilation, and air conditioning equipment, utility, and maintenance charges, water, sewer, gas, trash, and electricity charges, restroom facilities, garage door and related security charges, over the air reception devices and equipment, special or additional cleaning, and extraordinary sidewalk and maintenance charges.

The Board shall, in its discretion, determine the schedule under which such Regular Assessment will be paid.

9.7. Special Assessments. In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Area, attorneys fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment. Special Assessments shall be paid monthly, unless a different payment schedule is approved by the Board.

9.8. Limited Assessments.

9.8.1. Corrective Actions. The Association may levy against any Owner a Limited Assessment equal to the costs and expenses incurred by the Association arising from damage caused by the negligent acts of an Owner, or any person or entity occupying a Condominium with the Owner's consent, either expressed or implied, including without limitation legal and management fees, insurance deductibles, and the costs and expenses of construction, installation, inspection, operation, maintenance, repair and replacement of Common Area and equipment and facilities located thereon.

9.8.2. Extraordinary Expenses. A Limited Assessment may also be levied against any Owner or group of Owners whose Unit requires or consumes a materially disproportionate percentage of water, sewer, heating, ventilation, and air conditioning services and charges or any other Expense. If such Limited Assessment shall affect more than one Condominium, but not the entire Building, the Owners of the affected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their respective percentage ownership interests in the Common Area as set forth in **Exhibit D**, as amongst each other.

9.8.3. Fines. In the event the Association, through the Board, levies a fine against an Owner in accordance with Section 8.7.1.3 hereof, the same shall constitute a Limited Assessment.

9.8.4. Residential Assessments. The Association may levy against the Residential Owners only, collectively, a "Residential Assessment" equal to the costs and expenses incurred by the Association, in implementing those services requested by a majority of the Residential Owners and approved by the Board, which benefit the Residential Owners only. As used herein, "Residential Owners" means all Owners except the Owner of the Parking/Commercial Unit.

By way of example and not by limitation, and for illustration purposes only, a majority shall be determined by adding the total percentage ownership in the Common Area of the Residential Owners and then dividing each Owner's individual percentage ownership in the Common Area by such total percentage ownership amount of all the Residential Owners. The resulting percentage shall be that Residential Owner's proportional vote.

9.8.5. Parking/Commercial Unit Assessments. The Association may levy against the Parking/Commercial Unit Owner, individually, a "Commercial Assessment" equal to the costs and expenses incurred by the Association, in implementing those services requested the Parking/Commercial Unit Owner, and approved by the Board, which benefits the Commercial Parking Unit only and not the Owners of the residential Units. The Parking/Commercial Unit Owner shall be 100% liable for all Commercial Assessments.

9.9. Notice and Assessment Due Date. Unless the Board establishes a different schedule for the payment of Regular Assessments, monthly installments of the Regular Assessment shall be payable and become delinquent if not paid by the first (1st) day of the each month. If not paid within five (5) days, a late fee equal to ten percent (10%) of the Assessment shall be charged to the Owner. Each Assessment, other than a Regular Assessment, shall become delinquent if not paid within ten (10) days of the date of notice thereof to the Owner. With each delinquent payment, a single late charge up to ten percent (10%) of the delinquent installment shall be charged. In addition, each installment payment which is delinquent for more than twenty (20) days may accrue interest at the lesser of (i) twelve percent (12%) per annum or (ii) the maximum rate allowed by the law of the State of Idaho calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against any delinquent Owner and

may foreclose the lien against such Owner's Condominium, as more fully provided herein. The Association expressly reserves its rights to file any liens against such Owner pursuant to city, county and/or state law for any payment not made by the fifteenth (15th) day of the month for Regular Assessments or fifteen (15) days after notice of any other Assessment. In the event any Owner is delinquent in the payment of Assessments two (2) or more times in a calendar year or fiscal year, the Board may accelerate the payment of such Owner's Assessments for the remainder of the calendar or fiscal year, whichever is greater.

9.10. Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates to which any Regular, Limited and Special Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of the Owner's Condominium. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge. The requesting Owner(s) agree to pay for all reasonable costs associated with obtaining this estoppel certificate, including without limitation the Association's attorneys' fees.

9.11. No Reserves Provided by Grantor. Owners acknowledge and agree that they have been fully notified and informed that the Grantor did not and will not pay any Initial Reserve Contribution.

9.12. Grantor's Assessment Obligations. For a period of five (5) years following the recordation of the Plat, Grantor shall only be responsible for the lesser of (i) the shortfall of any operating costs of the Project after the collection of all dues and Assessments from the Owners, excluding the Grantor or (ii) those dues and Assessments, less any assessed reserves for replacement, assessed to those Units owned by the Grantor. Any Assessments paid by the Grantor shall constitute a loan to the Association and become an "Expense" in the Association's budget for the following year, such that such Assessments shall be repaid by the Association out of the proceeds from the following year's Regular Assessments.

ARTICLE 10 ENFORCEMENT OF ASSESSMENTS; LIENS

10.1. Right to Enforce. The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon, pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

10.2. Assessment Liens.

10.2.1. Creation. There is hereby created a claim of lien with power of sale on each and every Condominium to secure payment of any and all Assessments levied against such Condominium pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Condominium upon recordation of a notice of assessment with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of assessment except for tax liens for real property taxes on any Condominium and any assessment on any Condominium in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

10.2.2. Notice of Assessment. Upon default of any Owner in the payment of any Assessments issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a notice of assessment. The notice shall state the amount of such assessment and other authorized charges (including the cost of recording such notice), a sufficient description of the Condominium against which the same have been assessed, and the name of the record Owner thereof. Each assessment shall constitute a separate basis for a notice of assessment, but any number of assessments may be included within a single notice. Upon payment to the Association of such assessment and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. The Association may demand and receive the cost of preparing and recording such release before recording the same.

10.3. Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

10.4. Required Notice. No action may be brought to foreclose the lien created by recordation of the notice of assessment, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such notice of assessment has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner described in such notice of assessment, and to the person in possession of such Condominium(s) and a copy thereof is recorded by the Association in the Ada County Recorder's Office.

10.5. No Subordination. The lien for the Assessments provided for herein in connection with a given Condominium shall not be subordinate to the lien of any Mortgage filed and recorded after the date of such Assessment. Notwithstanding the foregoing, all delinquent Assessments shall be subordinate to any mortgage recorded in the real property records of Ada County, Idaho prior to the date of the Assessment. The sale or transfer of any Condominium shall affect neither the Assessment lien provided for herein, nor the creation thereof by the recordation of a notice of assessment, on account of the Assessment becoming due, whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

ARTICLE 11 RIGHTS TO COMMON AREAS

11.1. Use of Common Area. Every Owner shall have a nonexclusive right and easement to use the Common Area (exclusive of Limited Common Area) and an exclusive right to use Limited Common Area designated for exclusive use by the Owner, which shall be appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:

11.1.1. Assessments. The rights of the Association to levy Assessments as provided herein and the payment by an Owner of all such Assessments;

11.1.2. Voting. The right of the Association to suspend the voting rights and rights to use of or interest in Common Area by an Owner for any period during which any Assessments or charges against such Owner's Condominium remains unpaid;

11.1.3. Dedication or Transfer. The right of the Association to dedicate or transfer all or any part of Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No dedication or transfer shall be effective unless an instrument verifying such dedication or transfer is executed and recorded by the Association verifying that (i) the Owners have approved the transfer in accordance with Section 8.4.2, and (ii) fifty-one percent (51%) or more of all Mortgagees have approved such dedication or transfer; and

11.1.4. Association Rules. The right of the Association to establish and enforce such Association Rules as the Association deems proper regarding the Project and use of Common Area.

11.2. Delegation of Right to Use. Any Owner may delegate in accordance with the respective Condominium Documents, such Owner's reasonable right of enjoyment to the Common Area to his or her licensees, invitees and Lessees, or contract purchasers who reside in such Condominium.

11.3. Damages. Each Owner shall be liable for expenses for corrective action necessitated by violation of this Declaration or Association Rules or for any damage to such Common Area which may be sustained by reason of his or her guests, invitees or licensees. In the case of joint ownership of a Condominium, the liability of such Owners shall be joint and several. The cost of corrective action shall be assessed as a Limited Assessment against the Condominium and may be collected as provided herein for the collection of other Assessments. The Grantor and the Association expressly disclaim any liability resulting from an Owner's use of any Common Area.

ARTICLE 12 MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or such Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested in writing the performance of such labor or furnishing of such materials or services. Such express written consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency corrective action undertaken by the Association. Labor performed or services or materials furnished for the Property if duly authorized by the Association shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his or her Condominium from a lien against

two or more Condominiums or any part thereof by payment of sums secured by such lien which is attributable to such Owner's Condominium.

ARTICLE 13 INSURANCE

13.1. 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.

13.1.1. Casualty Insurance. The Association shall obtain "bare walls" casualty insurance in such amounts as shall provide for full replacement of the Common Areas, including, but not limited to, those costs associated with rebuilding, design, any required permits, legal fees and any other fees associated with the replacement of the Common Areas, in the event of damage or destruction from the casualty against which such insurance is obtained. All betterments and improvements made to any Unit (including without limitation cabinets, countertops, sinks, floor coverings, paint and attached fixtures) and all personal property of the Owner located within the Unit and any personal liability inside the Unit shall be covered by the Owner's insurance as set forth in Section 13.6. The Association's "bare walls" insurance policy shall at a minimum 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. The deductible for the insurance set forth in this Section 13.1.1 shall not exceed five percent (5%) of the face amount of the policy.

The Association shall receive, maintain, and use the proceeds of any casualty insurance payments received under policies pursuant to this Section and as provided in Article 14 hereof.

13.1.2. Public Liability and Property Damage Insurance. The Association shall maintain liability insurance covering all occurrences commonly insured against death, bodily injury, and property damage, with a per limit occurrence of not less than \$1,000,000.00 and an annual aggregate limit of not less than \$2,000,000.00, arising out of or in connection with the use, ownership, or maintenance of the Common Areas.

13.1.3. Directors' and Officers' Liability Insurance. The Association shall obtain and maintain directors' and officers' liability insurance with limits determined by the Board, covering all of the directors and officers of the Association.

13.2. Optional Insurance. The Association may obtain the following types of insurance coverage, but is not required to do so.

13.2.1. Personal Property Casualty Insurance. The Association may in its discretion obtain casualty and public liability insurance on the personal property and furnishings initially placed in any Units by Grantor, if any, upon completion of construction of the Building in such amounts as shall provide for the full replacement thereof in the event of damage or destruction from casualties against which such insurance is obtained. It is expressly understood that any Owner desiring to obtain personal property insurance may do so at the sole cost of the Owner.

13.2.2. Fidelity Bonds or Fidelity Insurance. The Association may maintain blanket fidelity bonds or fidelity insurance for all officers, directors, trustees, and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association, including but not limited to, officers, directors, and employees of the Management Company, whether or not they receive compensation for their services. The total amount of the fidelity bonds or fidelity insurance to be maintained by the Association shall be based upon the best business judgment of the Board. To the extent the Association obtains fidelity bonds or fidelity insurance, the following are required:

13.2.2.1. The fidelity bonds shall name the Association as the obligee, and the fidelity insurance shall name the Association as the named insured;

13.2.2.2. The bond or the insurance policy shall contain a waiver by the issuer of the bond or the insurer of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions; and

13.2.2.3. The bond or the insurance policy shall provide that they not be canceled or substantially modified (including cancellation for nonpayment of a premium) without at least ten (10) days written notice to the Association and each first Mortgagee who requests such notice.

13.2.3. Other Insurance. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, in such amounts as the Association shall deem appropriate with respect to the Property, the Building, or the Common Areas.

13.3. Requirements for Association Insurance. To the extent available and applicable, insurance policies maintained by the Association shall provide the following:

13.3.1. Trustee. That the Association is the insured as trustee for the Owners, and shall specify the interest of each Owner (Owner's name, Unit number, and the appurtenant undivided interest in the Common Area) and shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such Mortgages, such proceeds to be used in accordance with this Declaration;

13.3.2. Additional Insureds. That the Grantor, and each Unit Owner to the extent of such Owner's undivided interest in the Common Area, are additional insureds with a right to enforce;

13.3.3. Notice. That it cannot be canceled by either the insured or the insurance company until after thirty (30) days prior written notice is first given to each Owner and to each first Mortgagee requesting such notice;

13.3.4. Waiver of Subrogation. That the insurer waives any and all rights of subrogation as against the Grantor, each Owner, and each Owner's Lessees, licensees, guests, invitees, and other occupants;

13.3.5. Not Void. That no act or omission by any Owner, unless acting within the scope of the Owner's authority, if any, on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

13.3.6. Primary Insurance. That if at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property, the Association's policy provides primary insurance.

13.4. Premiums and Deductibles of Owner's Insurance. Insurance premiums and deductibles for any insurance carried by the Association shall be an Expense for purposes of Regular Assessments; provided, however, that the Association may assess, as a Limited Assessment to a Unit Owner or Units Owners, any deductible amount necessitated by the negligence, misuse, or neglect for which such Unit Owner is, or Unit Owners are, responsible.

13.5. Copies. Upon request, the Association shall furnish to each Owner and to Grantor a true copy of any policy maintained by the Association, along with a certificate identifying the interest of the Owner, if any. The Association may charge a reasonable copying fee.

13.6. Owner's Own Insurance. Each Owner shall maintain at its own expense, insurance providing coverage in the event of damage or destruction to the Owner's Unit, regardless of the cause of such damage or destruction, and covering such other risks as Owner may deem appropriate. The foregoing insurance shall be in such amounts as shall provide for full replacement of the Owner's Unit, including all betterments and improvements made to thereto (including cabinets, countertops, floor coverings, paint and attached fixtures), and all personal property located therein. Each Owner shall also maintain liability insurance covering all occurrences commonly insured against death, bodily injury, and property damage, with a per limit occurrence of not less than \$500,000.00 and an annual aggregate limit of not less than \$1,000,000.00, arising out of or in connection with the use, ownership, or maintenance of the Owner's Unit. All policies carried by each Owner pursuant to this Section 13.6 shall: (i) name the Association and the Grantor as additional insureds with rights to enforce; (ii) be without contribution with respect to any insurance maintained by the Association for the benefit of all Unit Owners; and (iii) provide that the insurer waives any and all rights of subrogation as against the Association, the Grantor, each other Owner, and each other Owner's Lessees, licensees, guests, invitees, and other occupants.

13.7. Waiver of Certain Casualty Claims. With respect to any loss or damage to the Common Area required to be covered by the Association's insurance under Section 13.1.1, and with respect to any loss or damage to the Owner's Unit, including all betterments and improvements made to thereto (including cabinets, countertops, floor coverings, paint and attached fixtures), and all personal property located therein, required to be covered by the Owner's insurance under Section 13.6, excluding willful acts but including negligence of the parties or their respective agents, the party required to carry such insurance and suffering such loss, on behalf of itself and anyone claiming by, through or under it, hereby releases the other party and its agents from all claims with respect to such loss.

13.8. Management Company's Insurance. The Association shall cause the Management Company to maintain worker's compensation and employer's liability insurance in the forms now or hereinafter required by the laws of the State of Idaho. The Association shall keep evidence of the Management Company's compliance with this Section in its books and records.

ARTICLE 14 CASUALTY, DAMAGE OR DESTRUCTION

14.1. Affects Title. Title to each Condominium is hereby made subject to the terms and conditions set forth in this Declaration, as amended from time to time, which bind the

Grantor and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires a Condominium.

14.2. 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 Condominium upon the Condominium's damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Grantor or from any Owner shall constitute such appointment.

14.3. 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 Condominiums, including the site improvements, equipment and facilities therein, to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before.

14.4. Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable of the costs of repair or reconstruction of that part of the Project damaged or destroyed, if the Owners and Mortgagees elect to rebuild in accordance with Section 14.3.

14.5. Repair or Reconstruction. As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or construction of that part of the Project 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 Project 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 Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the Units shall be substantially the same as prior to damage or destruction.

14.6. 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, pursuant to Section 9.7 hereof, 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 Section 9.3 hereof. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

14.7. Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the Assessments provided in Section 14.6 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 14.6 of this Declaration.

may foreclose the lien against such Owner's Condominium, as more fully provided herein. The Association expressly reserves its rights to file any liens against such Owner pursuant to city, county and/or state law for any payment not made by the fifteenth (15th) day of the month for Regular Assessments or fifteen (15) days after notice of any other Assessment. In the event any Owner is delinquent in the payment of Assessments two (2) or more times in a calendar year or fiscal year, the Board may accelerate the payment of such Owner's Assessments for the remainder of the calendar or fiscal year, whichever is greater.

9.10. Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates to which any Regular, Limited and Special Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of the Owner's Condominium. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge. The requesting Owner(s) agree to pay for all reasonable costs associated with obtaining this estoppel certificate, including without limitation the Association's attorneys' fees.

9.11. No Reserves Provided by Grantor. Owners acknowledge and agree that they have been fully notified and informed that the Grantor did not and will not pay any Initial Reserve Contribution.

9.12. Grantor's Assessment Obligations. For a period of two (2) years following the recordation of the Plat, Grantor shall only be responsible for the lesser of (i) the shortfall of any operating costs of the Project after the collection of all dues and Assessments from the Owners, excluding the Grantor or (ii) those dues and Assessments, less any assessed reserves for replacement, assessed to those Units owned by the Grantor.

ARTICLE 10 ENFORCEMENT OF ASSESSMENTS; LIENS

10.1. Right to Enforce. The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon, pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

10.2. Assessment Liens.

10.2.1. Creation. There is hereby created a claim of lien with power of sale on each and every Condominium to secure payment of any and all Assessments levied against such Condominium pursuant to this Declaration together with interest thereon at the maximum

rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Condominium upon recordation of a notice of assessment with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of assessment except for tax liens for real property taxes on any Condominium and any assessment on any Condominium in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

10.2.2. Notice of Assessment. Upon default of any Owner in the payment of any Assessments issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a notice of assessment. The notice shall state the amount of such assessment and other authorized charges (including the cost of recording such notice), a sufficient description of the Condominium against which the same have been assessed, and the name of the record Owner thereof. Each assessment shall constitute a separate basis for a notice of assessment, but any number of assessments may be included within a single notice. Upon payment to the Association of such assessment and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. The Association may demand and receive the cost of preparing and recording such release before recording the same.

10.3. Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

10.4. Required Notice. No action may be brought to foreclose the lien created by recordation of the notice of assessment, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such notice of assessment has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner described in such notice of assessment, and to the person in possession of such Condominium(s) and a copy thereof is recorded by the Association in the Ada County Recorder's Office.

10.5. No Subordination. The lien for the Assessments provided for herein in connection with a given Condominium shall not be subordinate to the lien of any Mortgage filed and recorded after the date of such Assessment. Notwithstanding the foregoing, all delinquent Assessments shall be subordinate to any mortgage recorded in the real property records of Ada County, Idaho prior to the date of the Assessment. The sale or transfer of any Condominium shall affect neither the Assessment lien provided for herein, nor the creation thereof by the recordation of a notice of assessment, on account of the Assessment becoming due, whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

ARTICLE 11 RIGHTS TO COMMON AREAS

11.1. Use of Common Area. Every Owner shall have a nonexclusive right and easement to use the Common Area (exclusive of Limited Common Area) and an exclusive right to use Limited Common Area designated for exclusive use by the Owner, which shall be

appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:

11.1.1. Assessments. The rights of the Association to levy Assessments as provided herein and the payment by an Owner of all such Assessments;

11.1.2. Voting. The right of the Association to suspend the voting rights and rights to use of or interest in Common Area by an Owner for any period during which any Assessments or charges against such Owner's Condominium remains unpaid;

11.1.3. Dedication or Transfer. The right of the Association to dedicate or transfer all or any part of Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No dedication or transfer shall be effective unless an instrument verifying such dedication or transfer is executed and recorded by the Association verifying that (i) the Owners have approved the transfer in accordance with Section 8.4.2, and (ii) fifty-one percent (51%) or more of all Mortgagees have approved such dedication or transfer; and

11.1.4. Association Rules. The right of the Association to establish and enforce such Association Rules as the Association deems proper regarding the Project and use of Common Area.

11.2. Delegation of Right to Use. Any Owner may delegate in accordance with the respective Condominium Documents, such Owner's reasonable right of enjoyment to the Common Area to his or her licensees, invitees and Lessees, or contract purchasers who reside in such Condominium.

11.3. Damages. Each Owner shall be liable for expenses for corrective action necessitated by violation of this Declaration or Association Rules or for any damage to such Common Area which may be sustained by reason of his or her guests, invitees or licensees. In the case of joint ownership of a Condominium, the liability of such Owners shall be joint and several. The cost of corrective action shall be assessed as a Limited Assessment against the Condominium and may be collected as provided herein for the collection of other Assessments. The Grantor and the Association expressly disclaim any liability resulting from an Owner's use of any Common Area.

ARTICLE 12 MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or such Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested in writing the performance of such labor or furnishing of such materials or services. Such express written consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency corrective action undertaken by the Association. Labor performed or services or materials furnished for the Property if duly authorized by the Association shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his or her Condominium from a lien against two or more Condominiums or any part thereof by payment of sums secured by such lien which is attributable to such Owner's Condominium.

ARTICLE 13 INSURANCE

13.1. 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.

13.1.1. Casualty Insurance. The Association shall obtain "bare walls" casualty insurance in such amounts as shall provide for full replacement of the Common Areas, including, but not limited to, those costs associated with rebuilding, design, any required permits, legal fees and any other fees associated with the replacement of the Common Areas, in the event of damage or destruction from the casualty against which such insurance is obtained. All betterments and improvements made to any Unit (including without limitation cabinets, countertops, sinks, floor coverings, paint and attached fixtures) and all personal property of the Owner located within the Unit and any personal liability inside the Unit shall be covered by the Owner's insurance as set forth in Section 13.6. The Association's "bare walls" insurance policy shall at a minimum 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. The deductible for the insurance set forth in this Section 13.1.1 shall not exceed five percent (5%) of the face amount of the policy.

The Association shall receive, maintain, and use the proceeds of any casualty insurance payments received under policies pursuant to this Section and as provided in Article 14 hereof.

13.1.2. Public Liability and Property Damage Insurance. The Association shall maintain liability insurance covering all occurrences commonly insured against death, bodily injury, and property damage, with a per limit occurrence of not less than \$1,000,000.00 and an annual aggregate limit of not less than \$2,000,000.00, arising out of or in connection with the use, ownership, or maintenance of the Common Areas.

13.1.3. Directors' and Officers' Liability Insurance. The Association shall obtain and maintain directors' and officers' liability insurance with limits determined by the Board, covering all of the directors and officers of the Association.

13.2. Optional Insurance. The Association may obtain the following types of insurance coverage, but is not required to do so.

13.2.1. Personal Property Casualty Insurance. The Association may in its discretion obtain casualty and public liability insurance on the personal property and furnishings initially placed in any Units by Grantor, if any, upon completion of construction of the Building in such amounts as shall provide for the full replacement thereof in the event of damage or destruction from casualties against which such insurance is obtained. It is expressly understood that any Owner desiring to obtain personal property insurance may do so at the sole cost of the Owner.

13.2.2. Fidelity Bonds or Fidelity Insurance. The Association may maintain blanket fidelity bonds or fidelity insurance for all officers, directors, trustees, and employees of

the Association and all other persons handling or responsible for funds of, or administered by, the Association, including but not limited to, officers, directors, and employees of the Management Company, whether or not they receive compensation for their services. The total amount of the fidelity bonds or fidelity insurance to be maintained by the Association shall be based upon the best business judgment of the Board. To the extent the Association obtains fidelity bonds or fidelity insurance, the following are required:

13.2.2.1. The fidelity bonds shall name the Association as the obligee, and the fidelity insurance shall name the Association as the named insured;

13.2.2.2. The bond or the insurance policy shall contain a waiver by the issuer of the bond or the insurer of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions; and

13.2.2.3. The bond or the insurance policy shall provide that they not be canceled or substantially modified (including cancellation for nonpayment of a premium) without at least ten (10) days written notice to the Association and each first Mortgagee who requests such notice.

13.2.3. Other Insurance. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, in such amounts as the Association shall deem appropriate with respect to the Property, the Building, or the Common Areas.

13.3. Requirements for Association Insurance. To the extent available and applicable, insurance policies maintained by the Association shall provide the following:

13.3.1. Trustee. That the Association is the insured as trustee for the Owners, and shall specify the interest of each Owner (Owner's name, Unit number, and the appurtenant undivided interest in the Common Area) and shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such Mortgages, such proceeds to be used in accordance with this Declaration;

13.3.2. Additional Insureds. That the Grantor, and each Unit Owner to the extent of such Owner's undivided interest in the Common Area, are additional insureds with a right to enforce;

13.3.3. Notice. That it cannot be canceled by either the insured or the insurance company until after thirty (30) days prior written notice is first given to each Owner and to each first Mortgagee requesting such notice;

13.3.4. Waiver of Subrogation. That the insurer waives any and all rights of subrogation as against the Grantor, each Owner, and each Owner's Lessees, licensees, guests, invitees, and other occupants;

13.3.5. Not Void. That no act or omission by any Owner, unless acting within the scope of the Owner's authority, if any, on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

13.3.6. Primary Insurance. That if at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property, the Association's policy provides primary insurance.

13.4. Premiums and Deductibles of Owner's Insurance. Insurance premiums and deductibles for any insurance carried by the Association shall be an Expense for purposes of Regular Assessments; provided, however, that the Association may assess, as a Limited Assessment to a Unit Owner or Units Owners, any deductible amount necessitated by the negligence, misuse, or neglect for which such Unit Owner is, or Unit Owners are, responsible.

13.5. Copies. Upon request, the Association shall furnish to each Owner and to Grantor a true copy of any policy maintained by the Association, along with a certificate identifying the interest of the Owner, if any. The Association may charge a reasonable copying fee.

13.6. Owner's Own Insurance. Each Owner shall maintain at its own expense, insurance providing coverage in the event of damage or destruction to the Owner's Unit, regardless of the cause of such damage or destruction, and covering such other risks as Owner may deem appropriate. The foregoing insurance shall be in such amounts as shall provide for full replacement of the Owner's Unit, including all betterments and improvements made to thereto (including cabinets, countertops, floor coverings, paint and attached fixtures), and all personal property located therein. Each Owner shall also maintain liability insurance covering all occurrences commonly insured against death, bodily injury, and property damage, with a per limit occurrence of not less than \$500,000.00 and an annual aggregate limit of not less than \$1,000,000.00, arising out of or in connection with the use, ownership, or maintenance of the Owner's Unit. All policies carried by each Owner pursuant to this Section 13.6 shall: (i) name the Association and the Grantor as additional insureds with rights to enforce; (ii) be without contribution with respect to any insurance maintained by the Association for the benefit of all Unit Owners; and (iii) provide that the insurer waives any and all rights of subrogation as against the Association, the Grantor, each other Owner, and each other Owner's Lessees, licensees, guests, invitees, and other occupants.

13.7. Waiver of Certain Casualty Claims. With respect to any loss or damage to the Common Area required to be covered by the Association's insurance under Section 13.1.1, and with respect to any loss or damage to the Owner's Unit, including all betterments and improvements made to thereto (including cabinets, countertops, floor coverings, paint and attached fixtures), and all personal property located therein, required to be covered by the Owner's insurance under Section 13.6, excluding willful acts but including negligence of the parties or their respective agents, the party required to carry such insurance and suffering such loss, on behalf of itself and anyone claiming by, through or under it, hereby releases the other party and its agents from all claims with respect to such loss.

13.8. Management Company's Insurance. The Association shall cause the Management Company to maintain worker's compensation and employer's liability insurance in the forms now or hereinafter required by the laws of the State of Idaho. The Association shall keep evidence of the Management Company's compliance with this Section in its books and records.

ARTICLE 14 CASUALTY, DAMAGE OR DESTRUCTION

14.1. Affects Title. Title to each Condominium is hereby made subject to the terms and conditions set forth in this Declaration, as amended from time to time, which bind the Grantor and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires a Condominium.

14.2. 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 Condominium upon the Condominium's damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Grantor or from any Owner shall constitute such appointment.

14.3. 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 Condominiums, including the site improvements, equipment and facilities therein, to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before.

14.4. Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable of the costs of repair or reconstruction of that part of the Project damaged or destroyed, if the Owners and Mortgagees elect to rebuild in accordance with Section 14.3.

14.5. Repair or Reconstruction. As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or construction of that part of the Project 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 Project 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 Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the Units shall be substantially the same as prior to damage or destruction.

14.6. 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, pursuant to Section 9.7 hereof, 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 Section 9.3 hereof. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

14.7. Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the Assessments provided in Section 14.6 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 14.6 of this Declaration.

14.8. Decision Not to Rebuild. If eighty percent (80%) of the Owners and at least fifty-one percent (51%) of the Mortgagees agree not to rebuild, the Project shall be sold. The sale

proceeds shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in **Exhibit D**; and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Condominium. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney in fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens, and the balance remaining to each respective Owner.

ARTICLE 15 CONDEMNATION

15.1. Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership regime pursuant to this Declaration, all or any part of the Project 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 of this Article 15 shall apply.

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

15.3. Complete Taking. In the event that all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in the same proportions as their share of the Common Area in the Project, provided that if a standard different from the value of the Condominiums 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.

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 in the same manner provided in Section 14.8 of this Condominium Declaration.

15.4. Partial Taking. In the event that less than all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime hereunder 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:

15.4.1. 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 shares of the Common Area as provided in the Plat; and

15.4.2. Allocation to Condominiums. The total amount allocated to severance damages shall be apportioned to those Condominiums which were taken or condemned as follows: (a) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within the Owner's own Unit shall be apportioned to the particular Unit involved; and (b) 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.

15.5. Reorganization. In the event a partial taking results in the taking of a complete 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 18.1.2 hereof.

15.6. Reconstruction and Repair. Any Reconstruction and Repair necessitated by condemnation shall be governed by the procedures specified in Section 14.6 above.

ARTICLE 16 DISCLAIMER OF WARRANTIES AND IMPORTANT NOTICES

16.1. **DISCLAIMER OF WARRANTIES**. GRANTOR HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, SOUND TRANSMISSION, NOISE FROM EXTERIOR CONDITIONS (WHETHER FROM NEARBY CONSTRUCTION, VEHICULAR OR AIR PASSAGE OR OTHERWISE), FURNISHING AND EQUIPPING OF THE PROPERTY AND THE PROJECT, TO THE EXTENT APPLICABLE AND TO THE EXTENT THAT SAME HAVE NOT EXPIRED BY THEIR TERMS. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED AND THE STATUTE OF LIMITATION FOR BRINGING ANY SUCH CLAIM SHALL BE LIMITED TO A MAXIMUM OF TWO (2) YEARS FROM THE RECORDING OF THIS DECLARATION.

ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE GRANTOR OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

16.2. VIEW IMPAIRMENT. NEITHER GRANTOR NOR THE ASSOCIATION GUARANTEES OR REPRESENTS THAT ANY VIEW **FROM** ANY UNIT, OVER AND ACROSS THE PROPERTY, THE VIEW OF ANY COMMON AREAS FROM UNITS ADJACENT TO THE COMMON AREAS, INCLUDING ANY VIEW OF DOWNTOWN BOISE OR THE FOOTHILLS WILL BE PRESERVED WITHOUT IMPAIRMENT. GRANTOR AND THE ASSOCIATION SHALL NOT HAVE ANY OBLIGATION TO RELOCATE, PRUNE, OR THIN TREES OR OTHER LANDSCAPING THAT MAY LIMIT OR IMPAIR THE VIEW FROM A UNIT. ADDITIONAL AND OTHER IMPROVEMENTS, TREES AND OTHER LANDSCAPING MAY BE ADDED TO THE COMMON AREAS FROM TIME TO TIME SUBJECT TO APPLICABLE LAW AND THE GOVERNING DOCUMENTS.

16.3. Disclosures and Disclaimers of Certain Other Matters. Without limiting any other provision in this Declaration, by acceptance of a Deed, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

16.3.1. that the Property is or may be located within or nearby certain airplane flight patterns, and/or subject to significant levels of airplane traffic noise; and that Grantor hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to airplane flight patterns, and/or airplane noise; and each Owner

hereby waives and releases Grantor from any and all claims arising from or relating to airplane flight patterns or airplane noise; and

16.3.2. that the Project is or may be located adjacent to or nearby major roadways and subject to levels of traffic thereon and noise, dust, and other nuisance from such roadways and vehicles; that Grantor hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to roads and/or noise, dust, and other nuisance therefrom; and each Owner hereby waives and releases Grantor from any and all claims arising therefrom or relating thereto; and

16.3.3. that construction and installation of, Improvements by Grantor, other Owners, or third parties, involves the operation of noisy equipment, generates dust and traffic, and may impair or eliminate the view, if any, of or from any Unit and/or Common Areas; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such activities, impairment or elimination including, but not necessarily limited to, any claims for nuisance or health hazards; and

16.3.4. that construction is an industry inherently subject to variations and imperfections, and items that do not materially affect safety or structural integrity shall be deemed "expected minor flaws" (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking, or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects; and

16.3.5. that: (1) the finished construction of the Units and the Common Areas, while within the standards of the industry in metropolitan Boise, Ada County, Idaho, and while in substantial compliance with the plans and specifications, will be subject to expected minor flaws; and (2) issuance of a Certificate of Occupancy by the relevant governmental authority with jurisdiction shall be deemed conclusive evidence that the relevant Improvement has been built within such industry standards; and

16.3.6. that creation of the Property shall not create any presumption, or duty whatsoever of Grantor or the Association (or their respective officers, directors, managers, employees, agents, and/or contractors), with regard to security or protection of person or property within or adjacent to the Property and no warranty or assurances are given with respect to the hours of operation of any such security feature.

16.4. SAFETY. THE ASSOCIATION, THE BOARD, THE MANAGER AND GRANTOR SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROJECT, NOR SHALL ANY OF THE ABOVE PERSONS BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY SYSTEMS OR MEASURES, INCLUDING ANY MECHANISM OR SYSTEM FOR LIMITING ACCESS TO ANY PORTION OF THE PROPERTY, CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

EACH OWNER ACKNOWLEDGES, UNDERSTANDS, AND COVENANTS TO INFORM ITS GUESTS AND ALL OCCUPANTS OF ITS UNIT THAT THE ASSOCIATION, ITS BOARD, COMMITTEES AND ALL OTHER PERSONS INVOLVED WITH THE GOVERNANCE, MAINTENANCE AND MANAGEMENT OF THE PROJECT, AS WELL AS GRANTOR, ARE

NOT INSURERS OF SAFETY OR SECURITY WITHIN THE PROJECT. ALL OWNERS AND OCCUPANTS OF ANY UNIT AND THEIR GUESTS ASSUME ALL RISKS OF PERSONAL INJURY AND LOSS OR DAMAGE TO PERSONS, UNITS AND THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, THE MANAGER AND GRANTOR HAVE MADE AND MAKE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, OR ANY GUEST OF ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, RELATIVE TO ANY ENTRY GATE, PATROLLING OF THE PROPERTY, ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, COMMUNICATION SYSTEM, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN ANY PORTION OF THE PROPERTY.

16.5. RELEASES. BY ACCEPTANCE OF A DEED TO A CONDOMINIUM UNIT, EACH OWNER, FOR ITSELF AND ALL PERSONS CLAIMING UNDER SUCH OWNER, SHALL CONCLUSIVELY BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED, TO WAIVE AND RELEASE GRANTOR, THE ASSOCIATION, AND EACH OF THEIR RESPECTIVE OFFICERS, MANAGERS, PARTNERS, MEMBERS, AGENTS, EMPLOYEES, SUPPLIERS AND CONTRACTORS, FROM ANY AND ALL LOSS, DAMAGE OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR NUISANCE OR HEALTH HAZARDS) RELATED TO OR ARISING IN CONNECTION WITH ANY DISTURBANCE, INCONVENIENCE, INJURY, OR DAMAGE RESULTING FROM OR PERTAINING TO ALL AND/OR ANY ONE OR MORE OF THE CONDITIONS, ACTIVITIES, OCCURRENCES DESCRIBED IN SECTION 16.2, 16.3 OR 16.4.

ARTICLE 17 DISPUTE RESOLUTION

17.1. Agreement to Avoid Litigation. Grantor, the Association and the Owners agree that it is in their mutual best interests to provide a fair, impartial and expeditious procedure for the resolution of disputes related to the Condominium Documents instead of costly, lengthy and unpredictable litigation. Accordingly, Grantor, the Association (including its officers, directors and committee members), each Owner and any party claiming a right or interest under the Condominium Documents (each, a "Bound Party") agree to encourage the efficient resolution of disputes within regarding the Project without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Condominium Documents or the rights, obligations and duties of any Bound Party under the Condominium Documents (collectively, "Claims") shall be subject to the provisions of Section 17.3 unless exempt under Section 17.2. All Claims shall be subject to resolution pursuant to this Article 17 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any Bound Party may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim.

17.2. Exemptions. The following Claims shall not be subject to this Article 17 unless all Bound Parties thereto agree to submit such Claim to these dispute resolution procedures:

17.2.1. Any Claim by the Association against any Bound Party to enforce the obligation to pay any Assessment to the Association under the Condominium Documents;

17.2.2. Any Claim by Grantor or the Association to obtain injunction or equitable relief to enforce any provision of the Condominium Documents;

17.2.3. Any Claim between Owners where neither the Grantor nor the Association are a party thereto;

17.2.4. Any Claim in which any indispensable party is not a Bound Party;

17.2.5. Any Claim which otherwise would be barred by any applicable law (such as, for example, the applicable statute of limitations); and

17.2.6. Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement with Grantor or any builder related to the construction of the Project, or the rights, obligations and duties of any Bound Party under such agreements, it being understood that applicable law and the provisions of such agreements shall control the resolution of any claims or disputes related thereto.

17.3. Dispute Resolution.

17.3.1. Direct Discussions. Claims must be initiated by notice to the other Bound Party(ies). Unless an earlier initiation is required under this Declaration, Claims must be initiated within twenty-one (21) days after the occurrence of the event giving rise to such Claim or twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The notice to the other Bound Party(ies) shall be in writing and state plainly and concisely the following: (a) the nature of the Claim; (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (c) the basic facts supporting the allegations in the Claim; (d) the other persons involved in the Claim or with personal knowledge of the facts alleged; and (e) the claimant's proposed remedy, including the specific monetary amounts (if any) demanded. The Bound Parties to the Claim shall make reasonable efforts to meet in person to resolve the Claim by good faith discussions and negotiations – it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions and negotiations held in good faith.

17.3.2. Subsequent Dispute Resolution; Waiver. If the Bound Parties to a Claim are unable to resolve the Claim through direct discussions within twenty-one (21) days after a Bound Party gives notice of the Claim to the other Bound Party(ies) (the "Direct Discussion Termination Date"), the Bound Party holding the Claim shall commence one of the following proceedings, as appropriate, within fourteen (14) days after the Direct Discussion Termination Date. If the Bound Party holding the Claim fails to commence the appropriate proceeding within fourteen (14) days after the Direct Discussion Termination Date, then the Bound Party holding such Claim shall be deemed to have forever waived such Claim.

17.3.2.1. If the Claim is within the jurisdiction of the Small Claims Department of the Magistrate Division (currently, monetary claims for \$5,000 or less), the Bound Party holding the Claim shall file the Claim in the Small Claims Department of the Magistrate Division and the Claim shall exclusively be resolved therein.

17.3.2.2. If the Claim exceeds the jurisdiction of the Small Claims Department of the Magistrate Division (currently, monetary claims for \$5,000 or less), the Claim shall be resolved by binding arbitration conducted in accordance with the Idaho Uniform Arbitration Act, Idaho Code Section 7-901 et seq. (the "Idaho Arbitration Act"). The Bound Party holding the Claim shall commence arbitration by providing the other Bound Party(ies) with a list of not less than three (3) arbitrators, and the other Bound Party(ies) shall choose the arbitrator from the list of arbitrators within seven (7) days after by notice from the demanding Bound Party. In the event the other Bound Parties are unable to timely agree amongst themselves as to the arbitrator to be chosen, any Bound Party may seek to have an arbitrator

appointed pursuant to the Idaho Arbitration Act. In any event, the arbitrator chosen or appointed shall be an independent real estate attorney licensed to practice law in the State of Idaho, or any current or former judge in the State of Idaho. The arbitrator shall set the rules of the arbitration. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute and may order written discovery and depositions (but with care to avoid burdensome discovery or depositions). The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within sixty (60) days after being chosen or appointed. The Bound Parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may, but shall not be required, to award costs, arbitrator's fees and attorneys' fees to the substantially prevailing party. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 18 MISCELLANEOUS

18.1. Amendment.

18.1.1. By Grantor. Until the Class B Member Termination Date, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated (collectively "Amendment") by the Grantor by recordation of a written instrument setting forth such Amendment. Notwithstanding the foregoing, Grantor shall not amend, modify or terminate any provision of this Declaration without the express written consent of the City of Boise with respect to the following provisions: (i) any provision that was required by the City of Boise as a condition of approval for this Project; (ii) any provision which affects, recognizes, or conveys any easement, right, or power to the City of Boise; or (iii) any material provisions relating to easements, access, or the operation, maintenance, repair, or replacement of the Common Area.

Notwithstanding anything to the contrary contained in this Declaration, Grantor shall not make an amendment of a material adverse nature to Mortgagees without the approval fifty-one percent (51%) or more of all Mortgagees.

18.1.2. By Members. After the Class B Termination Date, any Amendment to this Declaration 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 sixty-seven percent (67%) or more of the total votes which may be cast by all of the Members, and, in the event the Amendment is of a material adverse nature to Mortgagees, also approved by the written consent of fifty-one percent (51%) or more of all Mortgagees; provided, however, that where a greater percentage Member or Mortgagee approval is required by express provision in this Declaration, such greater percentage shall apply. Notwithstanding the foregoing, Grantor shall not amend, modify or terminate any provision of this Declaration without the express written consent of the City of Boise with respect to the following provisions: (i) any provision that was required by the City of Boise as a condition of approval for this Project; (ii) any provision which affects, recognizes, or conveys any easement, right, or power to the City of Boise; or (iii) any material provisions relating to easements, access, or the operation, maintenance, repair, or replacement of the Common Area.

18.1.3. Effect of Amendment. Amendments shall be effective upon recordation with the Ada County Recorder. Any Amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners notwithstanding that such Owners may not have voted for or consented to such Amendment. Such Amendment may add

to and increase the CCRs applicable to the Project but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Condominium which existed prior to the said amendment.

18.1.4. Special Restrictions. Any Amendment to this Section 18.1 shall require the vote or written consent of Owners holding ninety-five percent (95%) of the total votes of all of the Members. Notwithstanding anything to the contrary contained in this Declaration, nothing in this Section 18.1.2 shall allow an amendment that would limit the rights of the Owners as stated in Sections 7.28 and 8.7.

18.2. Mortgagee Protection. Notice of Mortgage. An Owner who mortgages its Unit shall notify the Association in writing of the name and address of its Mortgagee(s). The Association shall maintain such information in a book entitled "Mortgagees of Units."

18.2.2. Subordination. No breach of any of the CC&Rs, nor the enforcement of any lien provisions contained in this Declaration shall render invalid the lien of any first Mortgagee with respect to any Unit made in good faith and for value. All of the CC&Rs shall be binding upon and effective against any Owner whose title is derived through foreclosure, trustee sale, deed in lieu of the foregoing, or otherwise; provided, however such Mortgagee will not be liable for any such Condominium's unpaid dues or charges which accrue prior to the acquisition of title to such Condominium by such Mortgagee. Further, upon obtaining title to any such Condominium, such Mortgagee shall have the unrestricted right to exercise any vote as may be attributable to such Condominium in any meeting of the Association or otherwise.

18.2.3. Right of First Refusal. The Condominium Documents do not contain any "rights of first refusal," but should any such right hereinafter be created, any first Mortgagee coming into possession of a Unit through foreclosure, trustee sale, deed in lieu of the foregoing, or otherwise, shall be exempt therefrom.

18.2.4. Insurance or Condemnation Distributions.

18.2.4.1. Notwithstanding anything to the contrary in this Declaration, no Owner and no other person shall have priority over any rights of a first Mortgagee pursuant to its Mortgage in the case of a distribution of insurance proceeds or condemnation awards for losses to or taking Units and/or Common Area. Any such proceeds shall be subject to the rights of first mortgagees holding Mortgages covering the Unit.

18.2.4.2. Notwithstanding the provisions of any Mortgage recorded after the recordation of this Declaration, each Mortgagee shall be deemed to have waived its right to any insurance or condemnation proceeds that would, except for such provisions, otherwise be payable to the Association for reconstruction or restoration of the damaged or condemned portion of the Common Area.

18.2.5. Notice to Mortgagees. Upon written request to the Association from any Mortgagee, stating such Mortgagee's name, address, and the Unit number on which it holds its Mortgage, said Mortgagee shall be entitled to notice of the following:

18.2.5.1. Any condemnation or casualty loss that affects either a material portion of a Building or a Unit encumbered by such Mortgage;

18.2.5.2. Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds its Mortgage;

18.2.5.3. A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

18.2.5.4. Any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

18.2.6. Implied Mortgagee Approval. The failure of any Mortgagee to respond to a written request for approval of any matter requiring Mortgagee approval pursuant to this Declaration, shall be deemed approved by any Mortgagee that fails respond within sixty (60) days of such request, provided that such request was delivered to the Mortgagee via certified or registered mail, return receipt requested.

18.3. Enforcement and Non-Waiver.

18.3.1. Compliance With Provisions of this Declaration. Each Owner shall comply with the provisions of this Declaration, the Association Rules, the Association Bylaws, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner. Additionally, the failure of any Owner to comply with any provision hereof, or any other applicable rule, is hereby declared a nuisance and will give rise to a cause of action in Grantor, the Association or any Owner for recovery of damages or for negative or affirmative injunctive relief or both. The prevailing party shall be entitled to an award of costs and attorney fees.

18.3.2. Fines. If, after being given notice and an opportunity to be heard consistent with Section 8.7.1.3 hereof, an Owner is found to be in violation of the Condominium Documents (a "Violator"), then the Association may impose reasonable monetary fines, which shall, to the fullest extent permitted under the Condominium Act, constitute a Limited Assessment and a lien upon the Unit owned by the Owner consistent with Article 9 hereof. The amount of each such fine shall be determined by the Board and must be commensurate with the severity of the violation. If a fine is imposed pursuant to this Section and the violation is not cured within ten (10) days or such longer cure period as the Board establishes, the violation shall be deemed a continuing violation and the Board may thereafter impose an additional fine for the violation for each day that the violation is not cured. Any additional fine must be imposed in accordance with the Deed and Section 8.7.1.3 hereof. In the event that an Owner's Lessee, licensee, guest, other occupant, or invitee violates the Condominium Documents and a fine is imposed, the fine shall be assessed against the Owner and the Owner shall pay the fine upon notice from the Board. The Board shall notify each Owner of fines applicable to particular violations.

18.3.3. Non-Waiver. Failure of the Grantor or the Board to insist upon strict compliance with this Declaration, the Bylaws or the Association Rules, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of the right to insist on compliance in the future with any term, covenant, condition or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for by the Board.

18.4. Registration of Mailing Address. Each Owner shall register such Owner's mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the

name of the Owner at such registered mailing address, or by personal service. If an Owner fails to provide the Association with a valid address, all notices shall be sent to that Owner's address as shown on the real estate tax records of Ada County, Idaho. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the most current annual report on file with the State of Idaho Secretary of State. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall not be entitled to receive any of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

18.5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. This Declaration shall be construed and governed under the laws of the State of Idaho.

18.5.1. Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Project as set forth in the recitals to this Declaration.

18.5.2. Restrictions Severable. Notwithstanding the provisions of the foregoing Section 18.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

18.5.3. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

18.5.4. Captions. All captions, titles and the table of contents used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

18.6. Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased, rented or entered a contract of sale of his interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after the Owner conveys such Condominium.

18.7. Exhibits and Recitals. All exhibits attached hereto are incorporated herein as if set forth in full herein. However, in the event of any conflict between such exhibits and the text of this Declaration, this Declaration shall control. All recitals are incorporated herein and made a part hereof.

18.8. Acknowledgement and Waivers. All Owners expressly acknowledge that there are no understandings, representations, warranties or promises of any kind that have been made to induce the Owners into owning Units in the Project except as set forth in this Declaration or any other written valid and binding agreement between the Grantor and the Owners, that this Declaration or any other written valid and binding agreement between the Grantor and the Owners sets forth in full the entire agreement between the parties and governing the Project, and the Owners have not relied on any verbal agreement, statement, representation, warranty or other promises that is not expressed in writing in this Declaration or

any other written valid and binding agreement between the Grantor and the Owners. Except as may be set forth in any written agreement between Owner and Grantor, each Owner has acquired and accepted its Condominium Unit "as is, where is" with all faults. No person, agent or employee of Grantor has any authority to modify the terms of this Section, and no person on Grantor's behalf is authorized to make any future verbal agreement upon which any Owner may rely to cancel, change or modify any portion of this Declaration. This Declaration or any other written valid and binding agreement between the Grantor and the Owners supersedes any and all prior understandings and agreements. This Declaration or any other written valid and binding agreement between the Grantor and the Owners may be amended or modified only by the terms included herein.

18.9. Counterparts. This Declaration may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Declaration may be signed and delivered by facsimile or via email in PDF or other similar format, each of which shall be effective as an original.

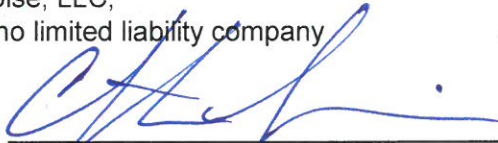
[end of text]

This Declaration is executed effective as of the date first set forth above.

GRANTOR:

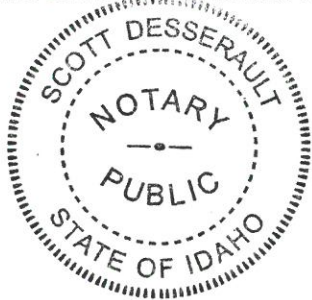
119 Boise, LLC,
an Idaho limited liability company

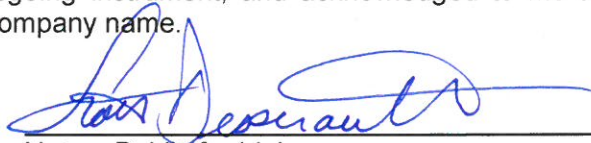
By:


Clayton Sammis, Manager

State of Idaho)
) ss.
County of Ada)

On this 15th day of OCTOBER, in the year of 2015, before me, a Notary Public in and for said State, personally appeared CLAYTON SAMMIS, known or identified to me to be a manager of 119 Boise, LLC, an Idaho limited liability company, the person who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.



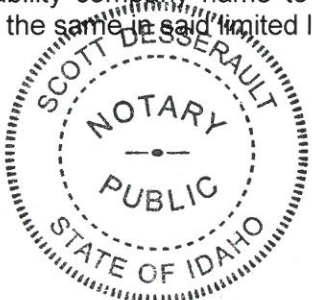

Notary Public for Idaho
Residing at BLAINE COUNTY
My Commission expires 10/27/2020

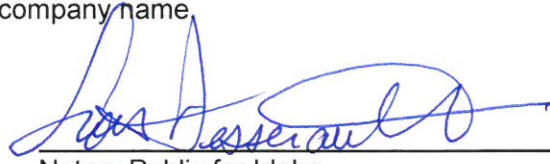
By:


Shane Felker, Manager

State of Idaho)
) ss.
County of Ada)

On this 15th day of OCTOBER, in the year of 2015, before me, a Notary Public in and for said State, personally appeared SHANE FELKER, known or identified to me to be a manager of 119 Boise, LLC, an Idaho limited liability company, the person who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.




Notary Public for Idaho
Residing at BLAINE COUNTY
My Commission expires 10/27/2020

By: *Mark Hellickson*
Mark Hellickson, Manager

State of Idaho)
) ss.
County of Ada)

On this 15th day of OCTOBER, in the year of 2015, before me, a Notary Public in and for said State, personally appeared MARK HELICKSON known or identified to me to be a manager of 119 Boise, LLC, an Idaho limited liability company, the person who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

Leigh H. Palmer
Notary Public for California
Residing at LA JOLLA, CA
My Commission expires APRIL 20, 2017



ACKNOWLEDGMENT

State of California
County of SAN DIEGO

On OCTOBER 15, 2015 before me, LEIGH H. PALMER, PUBLIC NOTARY
(insert name and title of the officer)

personally appeared MARK HELICKSON
who proved to me on the basis of satisfactory evidence 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 in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Leigh Palmer (Seal)



EXHIBIT A
Legal Description of the Project

A parcel of land being the Easterly 44.00 feet of Lot 5 and all of Lot 6 of Block 11 of Boise City Original Townsite, as filed for record in the office to the Ada County Recorder, Boise, Idaho in Book 1 of Plats at page 1 lying in the NW ¼ of Section 10, T.3N., R.2E., B.M., Boise, Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the Northwest corner of said Section 10; thence along the West boundary of said Section 10

South 00°30'40" West 879.20 feet to a point; thence leaving at right angles

South 89°29'20" East 1505.95 feet to a brass cap marking the centerline intersection of South 11th Street and West Grove Street; thence along said centerline of West Grove Street

South 55°18'15" East 246.07 feet to a point; thence leaving said centerline

North 34°42'00" East 40.00 feet to an iron pin on the Southwesterly boundary of said Lot 5, said point marking the **POINT OF BEGINNING**; thence continuing along a line 44.00 feet Westerly of and parallel with the Southeasterly boundary of said Lot 5

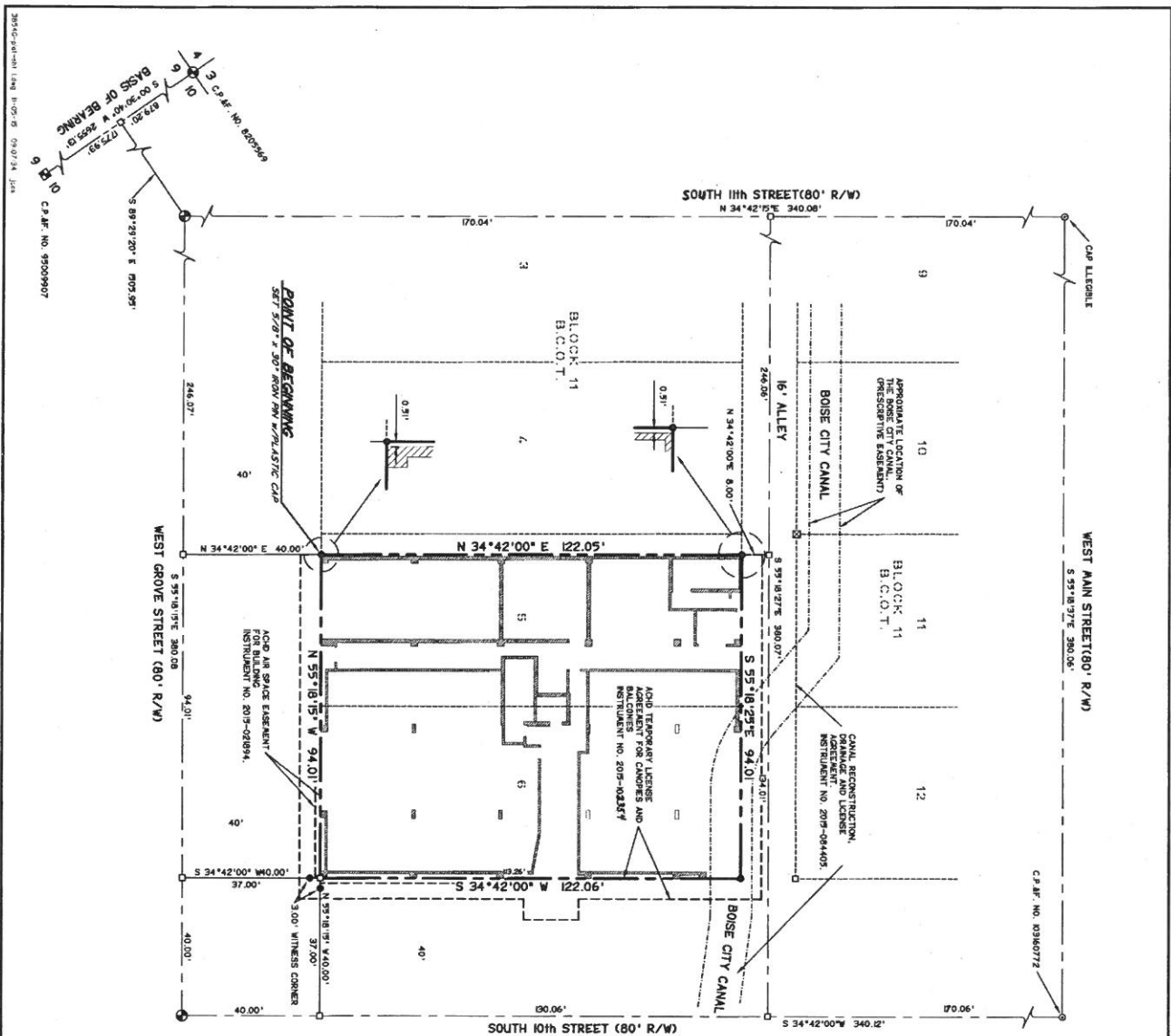
North 34°42'00" East 122.05 feet to an iron pin on the Northeasterly boundary of said Lot 5; thence along said Northeasterly boundary of Lot 5 and the Northeasterly boundary of said Lot 6

South 55°18'25" East 94.01 feet to an iron pin marking the Northeasterly corner of said Lot 6; thence along the Southeasterly boundary of said Lot 6

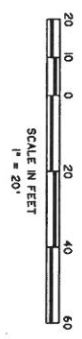
South 34°42'00" West 122.06 feet to a point marking the Southeasterly corner of said Lot 6; thence along the Southwesterly boundary of said Lot 6 and said Southwesterly boundary of said Lot 5

North 55°18'15" West 94.01 feet to the **POINT OF BEGINNING**,

Said parcel of land contains 0.263 acre, more or less.



**PLAT OF
RESIDENCES AT
ONE NINETEEN CONDOMINIUM**
THE EASTERLY 1/4 OF LOT 5 AND ALL OF LOT 6, BLOCK 11, B.C.O.T.,
LYING IN THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO
2015



- LEGEND**
- LIMITS OF PROJECT
 - CENTER LINE
 - ORIGINAL LOT LINE
 - EASEMENT
 - FOUND BRASS CAP
 - FOUND ALUMINUM CAP
 - SET 5/8"x24" RIB ON W/CAP
 - CALCULATED POINT, NOT SET
 - ⊗ FOUND CHISELED "X" IN CONCRETE
 - ⊗ FOUND 5/8" RIB ON PN
 - BOISE CITY CANAL

NOTES

1. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY ZONING ORDINANCE AND AS SPECIFICALLY APPROVED BY DESIGN REVIEW PERMIT NO. 0814-00045.
2. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE BOISE CITY ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT FOR AS SPECIFICALLY APPROVED BY DESIGN REVIEW PERMIT NO. 0814-00045.
3. FOR INFORMATION CONCERNING THE USER'S RESPONSIBILITIES AND RELATIONSHIPS OF THE PROJECT AND COMMON AREAS, SEE THE COMMONWEALTH DECLARATION FOR RESIDENCES AT ONE NINETEEN CONDOMINIUM, INSTRUMENT NO. 2015-028994, FILED IN THE OFFICE OF THE ADA COUNTY CLERK AND ADA COUNTY CLERK'S OFFICE.
4. THE SURVEY TIES TO THE BUILDING SHOWN ON THIS PLAT ARE TO THE REAR FACE OF WALL ON FIRST FLOOR. THE WALL WIDTHS ARE 0.75" UNLESS OTHERWISE DIMENSIONED.
5. NO COMMONWEALTH UNIT SHALL BE DIVIDED OR ADJUSTED WITHOUT COMPLYING WITH THE DECLARATIONS AND THE COMMONWEALTH DECLARATION FOR RESIDENCES AT ONE NINETEEN CONDOMINIUM, INSTRUMENT NO. 2015-028994, FILED IN THE OFFICE OF THE ADA COUNTY CLERK AND ADA COUNTY CLERK'S OFFICE.
6. THE LOTS ARE DEFINED AND THIS PLAT IS SUBJECT TO THE DECLARATION OF INSTRUMENT NUMBER 2015-028994, ONE NINETEEN CONDOMINIUM RECORDS OF ADA COUNTY, IDAHO.
7. THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRREGULAR DISTRICT, AS DEFINED IN BOISE CODE 31-3005, AND THE REQUIREMENTS IN DIVISION 31-3005 ARE NOT APPLICABLE.



TEALEY'S LAND SURVEYING
2594 W. EXPLORER DRIVE, SUITE 100
BOISE, IDAHO 83725
208-343-0436
Project No. 3854
Sheet 1 of 9

2015-05-01 10:00 AM 10:05:05 09/07/15 JLS

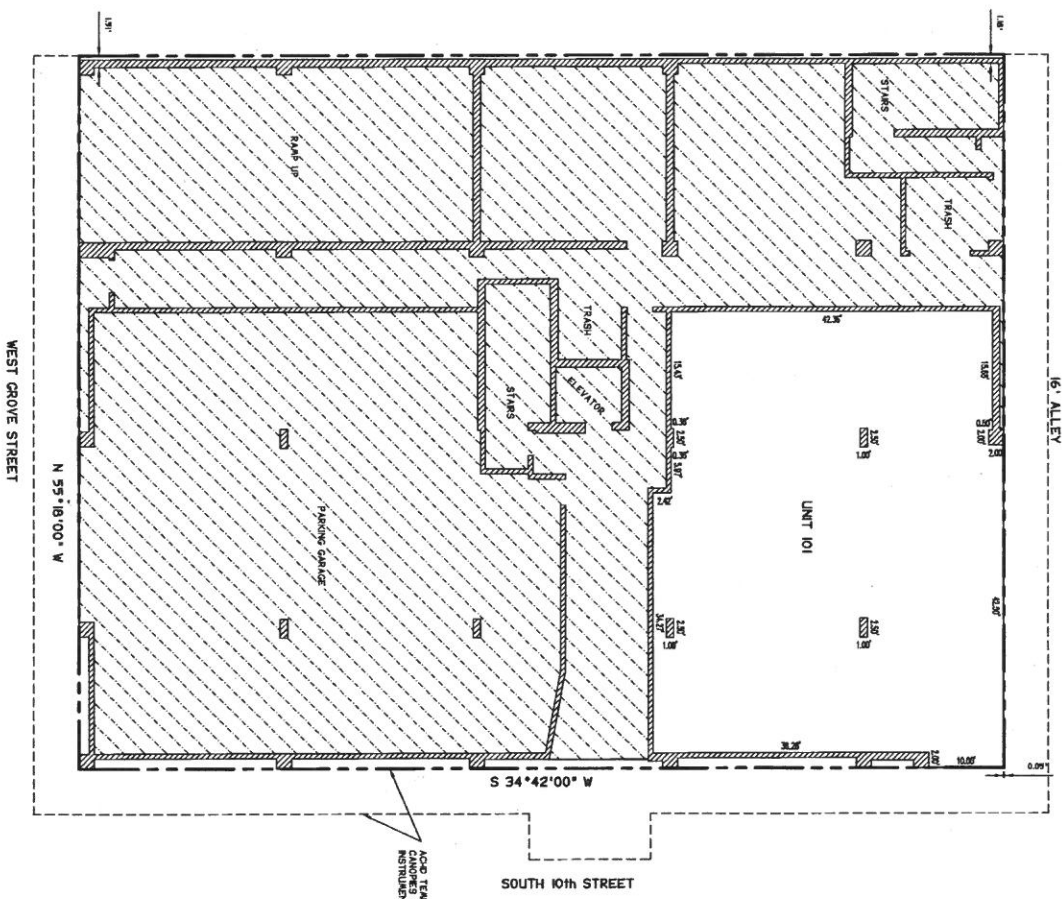
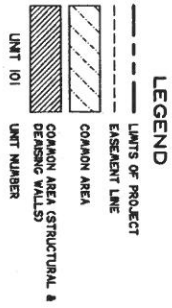
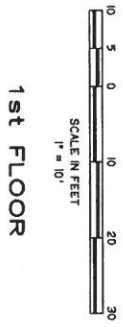
C.P.M. NO. 95009907

C.P.M. NO. 02840772

C.P.M. NO. 02840772

C.P.M. NO. 95009907

PLAT OF
RESIDENCES AT
ONE NINETEEN CONDOMINIUM
THE EASTERLY 44' OF LOT 5 AND ALL OF LOT 6, BLOCK 11, B.C.O.T.,
LYING IN THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO
2015



ADD TEMPORARY LICENSE AGREEMENT FOR
CANNERS AND BALCONIES
INSTRUMENT NO. 2015-102337



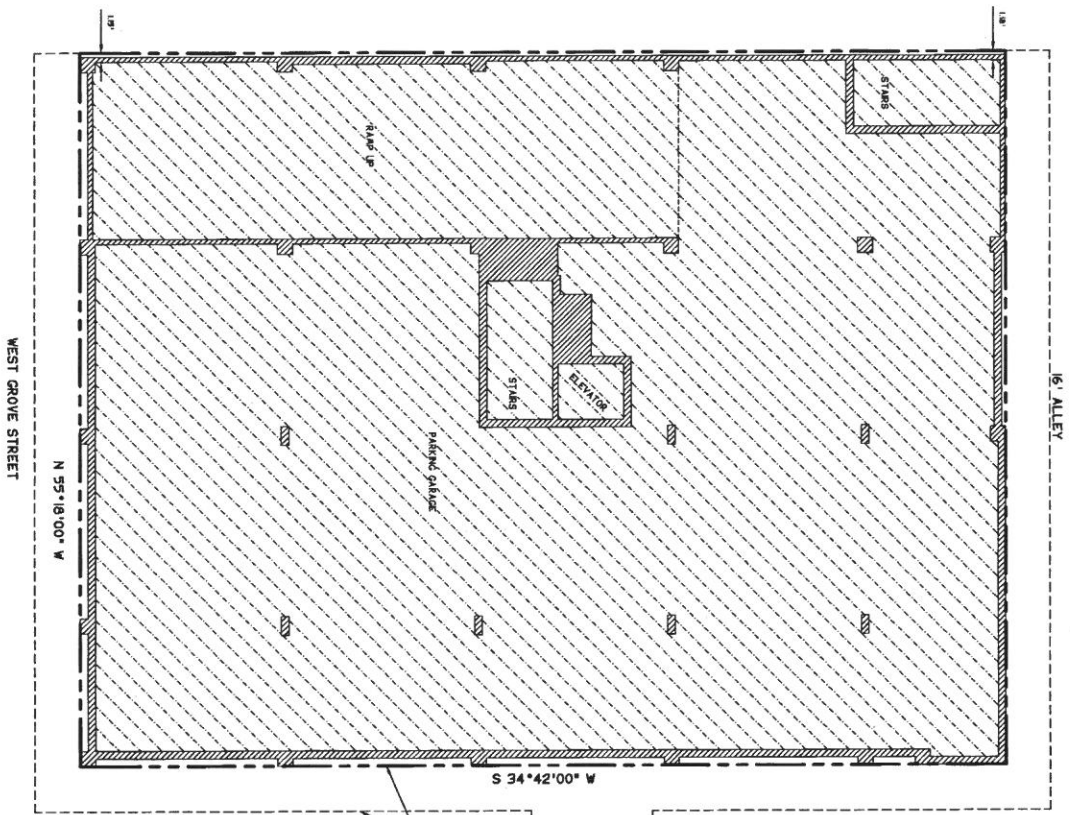
NOTE:
UNITS LIMITED COMMON AREA ADJOINING EACH
UNIT IS THE EXCLUSIVE USE OF THE
RESPECTIVE UNIT. THE USE OF THE LIMITED
COMMON LIMITED COMMON AREA OF THE
DECLARATION.

TEALEY'S LAND SURVEYING

2594 W. EXPLORE DRIVE, SUITE 100
BOISE, ID 83715
505-345-0636
Project No. 3854

Sheet 2 of 9

30042501001 2:27PM 07-27-2015 08:34:23 AM



LOAD TEMPORARY LICENSE AGREEMENT FOR
CHANGES AND BALCONIES
INSTRUMENT NO. 2015-024574

SOUTH 10th STREET

S 34°42'00\"/>

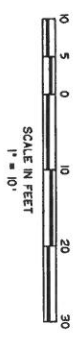
WEST GROVE STREET

N 55°18'00\"/>

16th ALLEY

PLAT OF
RESIDENCES AT
ONE NINETEEN CONDOMINIUM
THE EASTERLY 44' OF LOT 5 AND ALL OF LOT 6, BLOCK 11, B.C.O.T.,
LYING IN THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO
2015

2nd FLOOR



- LEGEND**
- LIMITS OF PROJECT
 - - - EASEMENT LINE
 - ▨ COMMON AREA
 - ▨ COMMON AREA (STRUCTURAL & DEMISING WALLS)

NOTE:
UNITED COMMON AREA ADJOINING EACH
UNIT IS THE EXCLUSIVE USE OF THE UNIT
OWNER. THE UNIT OWNER SHALL BE RESPONSIBLE
FOR THE MAINTENANCE AND REPAIR OF THE
COMMON AREAS AS SHOWN IN SECTION
DECLARATION.

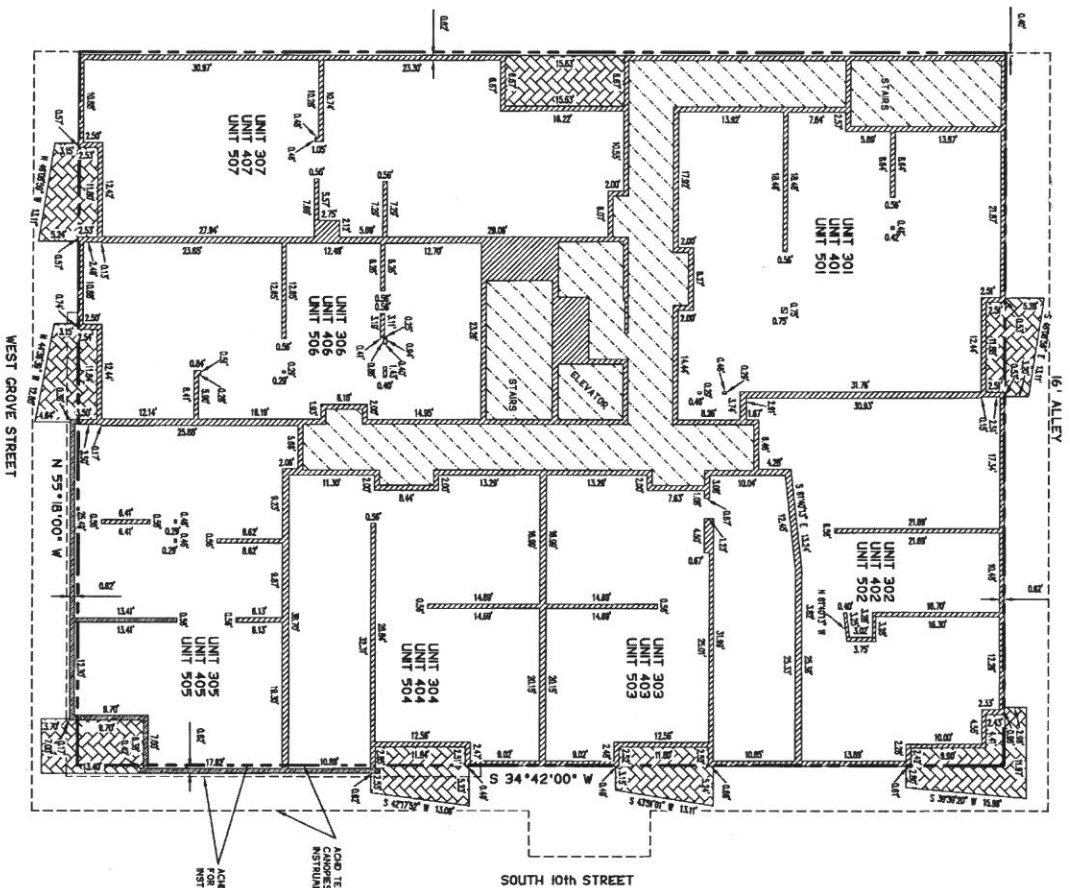


TEALEY'S LAND SURVEYING

12544 V. EXPLORER DRIVE, SUITE 70
BOISE, ID 83719
208-395-0036
Project No. 3854

Sheet 3 of 9

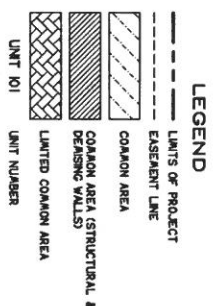
15974-PL-14-141-2-7.dwg 11:55:15 07/18/10 1:30



LAND TRAPPOINT LICENSE AGREEMENT FOR
 COMMON AREAS AND BALCONIES
 INSTRUMENT NO. 2015-023374

ACID AIR SPACE EASEMENT
 INSTRUMENT NO. 2015-028994

NOTE: UNITS, COMMON AREAS, AND COMMON EACH
 UNIT IS THE SEVERALTY OF THE UNIT
 RESPECTIVE UNIT. THE USE OF THE UNITED
 COMMON AREAS IS AS SHOWN IN SECTION
 DECLARATION.



3rd-5th FLOORS

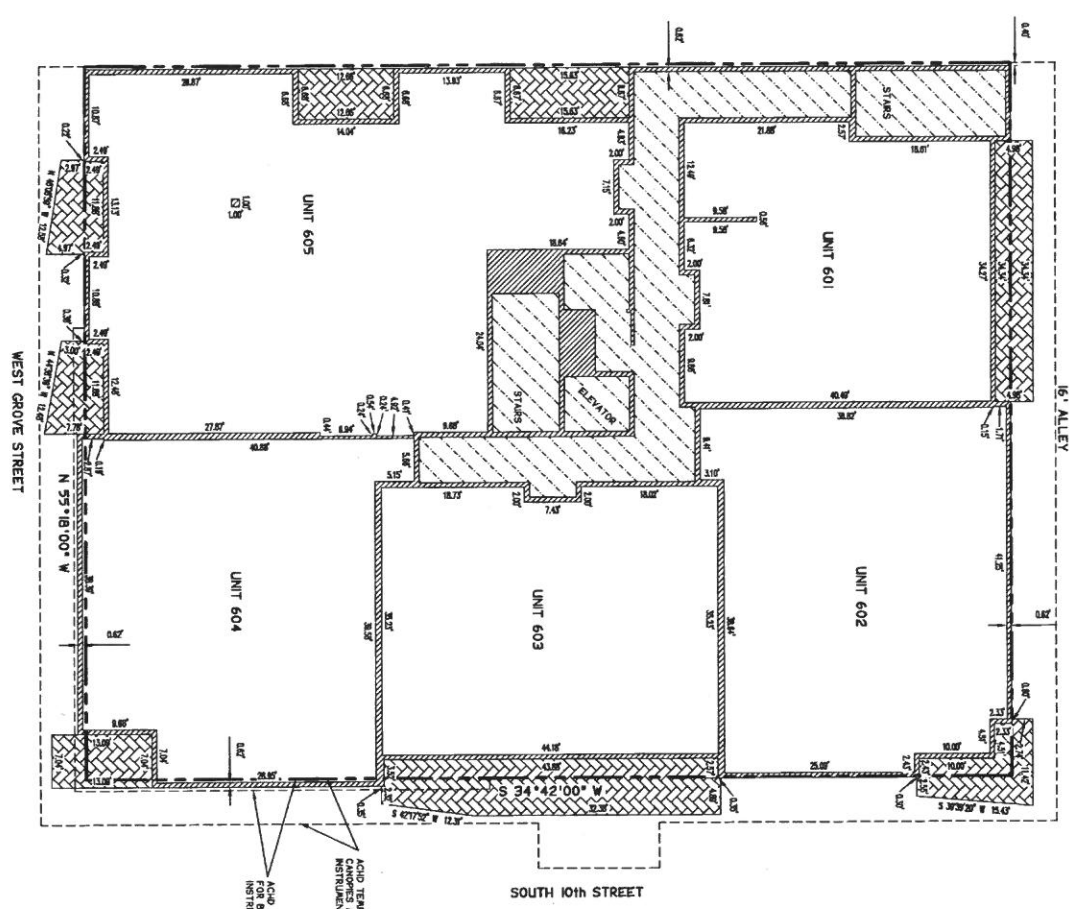
PLAT OF
 RESIDENCES AT
 ONE NINETEEN CONDOMINIUM
 THE EASTERLY 1/4 OF LOT 5 AND ALL OF LOT 6, BLOCK 11, B.C.O.T.,
 LYING IN THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
 BONNE, ADA COUNTY, IDAHO
 2015



TEALEY'S LAND SURVEYING

15974 W. SPANGLER DRIVE, SUITE 100
 BOISE, ID 83716
 208-385-4526
 Project No. 3834 Sheet 4 of 9

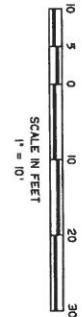
384-001-012-011 2-24-11 10:28:11 AM



ACID TEMPERATURE LICENSE ASSESSMENT FOR INSTRUMENT NO. 2015-02353Y

ACID AIR SPACE EASEMENT FOR BUILDING NO. 2015-023944

PLAT OF
RESIDENCES AT
ONE NINETEEN CONDOMINIUM
THE EASTERLY 44' OF LOT 5 AND ALL OF LOT 6, BLOCK 11, B.C.O.T.,
LYING IN THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO
2015



6th FLOOR

- LEGEND**
- LIMITS OF PROJECT
 - - - EASEMENT LINE
 - COMMON AREA
 - ▨ COMMON AREASTRUCTURAL & DEMISING WALLS
 - ▩ LIMITED COMMON AREA
 - UNIT 101
 - UNIT NUMBER

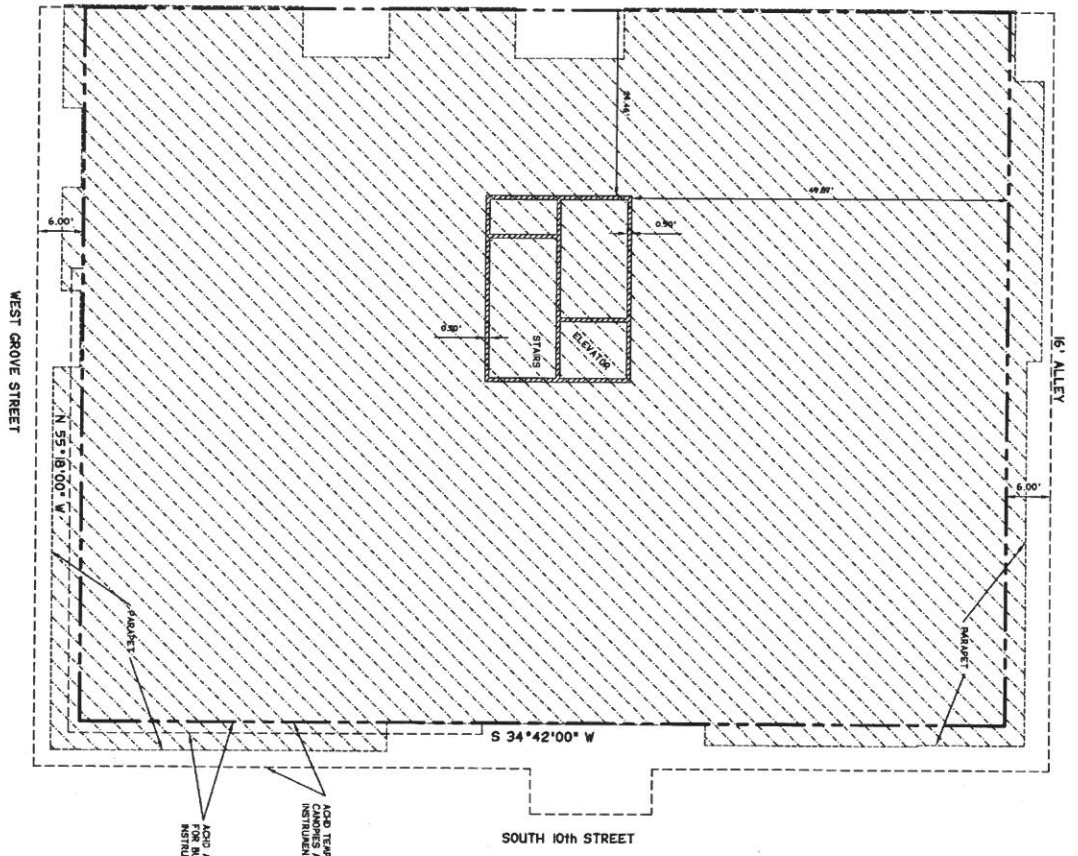
NOTE:
UNITED COMMON AREA ADJOINING EACH UNIT IS THE EXCLUSIVE USE OF THE RESPECTIVE UNIT. THE USE OF THE LIMITED COMMON AREA IS SUBJECT TO THE DECLARATION.



TEALEY'S LAND SURVEYING

22941 V. EXPLORES DRIVE, SUITE 900
BOISE, ID 83713
208-385-0636
Project No. 3854
Sheet 5 of 9

2015-01-14 2:27 PM 11:05 AM 07:40:38



ACD TEMPORARY LICENSE AGREEMENT FOR
CANONES AND BALCONES
INSTRUMENT NO. 2015-023277

ACD AIR SPACE EASEMENT
INSTRUMENT NO. 2015-023894

PLAT OF
RESIDENCES AT
ONE NINETEEN CONDOMINIUM
THE EASTERLY 44' OF LOT 5 AND ALL OF LOT 6, BLOCK 11, B.C.O.T.,
LYING IN THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO
2015



ROOF

- LEGEND**
- LIMITS OF PROJECT
 - - - EASEMENT LINE
 - ▨ COMMON AREA
 - ▨ COMMON AREA/STRUCTURAL & DIMENSION WALLS

NOTE: LINED COMMON AREA ADJOINING EACH UNIT IN THIS SECTION IS THE UNDIVIDED COMMON AREA AS SHOWN IN SECTION RESPECTIVE UNIT. THE USE OF THE LINED COMMON AREA IS AS DISPLAYED IN SECTION EXPLANATION.

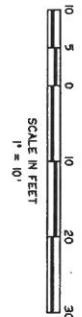


TEALEY'S LAND SURVEYING

12794 W. EMPLOYERS DRIVE, SUITE 250
BOISE, ID 83719
206-385-0420
Project No. 3854

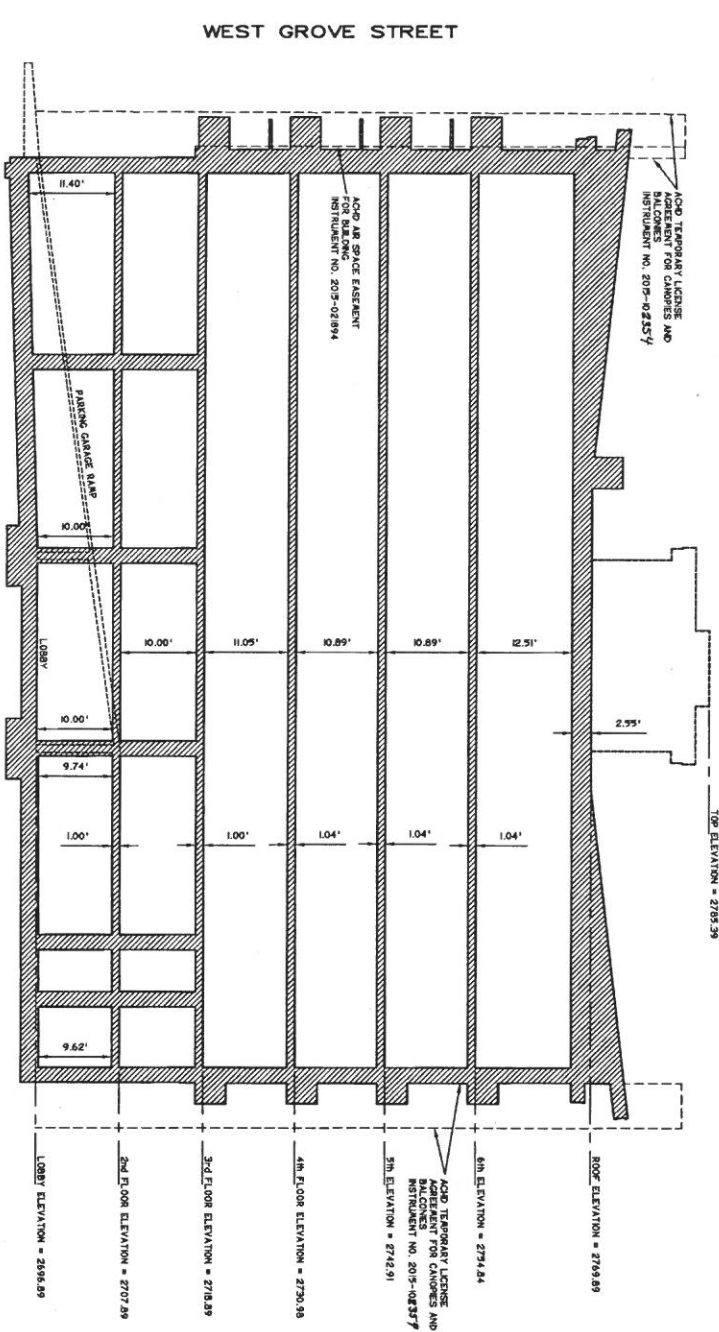
Sheet 8 of 9

PLAT OF
 RESIDENCES AT
 ONE NINETEEN CONDOMINIUM
 THE EASTERLY 44' OF LOT 5 AND ALL OF LOT 6, BLOCK 11, B.C.O.T.,
 LING IN THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
 BOISE, ADA COUNTY, IDAHO
 2015



ELEVATION

ELEVATION - SOUTH 10TH STREET



LEGEND
 COMMON ABSTRACTURAL & DEMISING WALLS



TEALEY'S LAND SURVEYING
 12914 N. EMERALD DRIVE, SUITE 20
 BOISE, IDAHO 83725
 Project No. 3854
 Sheet 7 of 9

2015-02894-1-1-1.dwg 11/25/15 07:38:23 Jan

RESIDENCES AT ONE NINETEEN CONDOMINIUM

CERTIFICATE OF SURVEYOR

I, PATRICK A. TEALEY, U.S. DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF MISSISSIPPI, AND THAT I HAVE PERSONALLY CONDUCTED A RECONSTRUCTION SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THAT THE ATTACHED PLAT WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATED HEREON AND IS IN CONFORMITY WITH THE STATE OF MISSISSIPPI CONSTITUTION AND THE CONDEMNATION ACT, TITLE 36, SECTION 36-1-101 THROUGH 36-1-105.



PATRICK A. TEALEY, U.S. NO. 43347

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 11-9-2015 DAY OF NOVEMBER.



ADA COUNTY HIGHWAY DISTRICT

HEALTH CERTIFICATE

SAFETY RESTRICTIONS AS REQUIRED BY DAHO CODE, TITLE 50, CHAPTER 9, HAVE BEEN REVIEWED AND FOUND TO BE IN COMPLIANCE WITH THE HEALTH DEPARTMENT. THE HEALTH DEPARTMENT HAS ADVISED LISTING THE CONDITIONS OF APPROVAL, SAFETY RESTRICTIONS MAY BE RE-APPLIED IN ACCORDANCE WITH SECTION 50-9-266, DAHO CODE, BY THE ISSUANCE OF A HEALTH DEPARTMENT ORDER.

CENTRAL DISTRICT HEALTH DEPARTMENT, PHS DATE 7-1-15



APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR THIS PLAT.

David Turner 9/26/15
CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK AND FOR BOISE CITY, ADA COUNTY, DAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 11-9-2015 DAY OF NOVEMBER, THIS PLAT WAS READ, ACCEPTED AND APPROVED.

Christy Turner
CITY CLERK
BOISE, DAHO



CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, DAHO DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLES WITH THE STATE OF DAHO CODES RELATING TO CONDOMINIUMS.



David S. Heston
COUNTY SURVEYOR
PLS 5359
11-9-2015

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF DAHO, FOR THE REQUIREMENTS OF I.C. 36-1-105, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED CONDOMINIUM HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Walter Heston
COUNTY TREASURER
Signed by Debra Treasurer
DATE 11/9/15



COUNTY RECORDERS CERTIFICATE

STATE OF DAHO SS
COUNTY OF ADA
I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED AT THE REQUEST OF _____ AT _____ O'CLOCK _____ M., THIS _____ DAY OF _____, 20____, IN BOOK _____ ANALYST'S PART OF PLATS IN PAGES _____ THROUGH _____ UNDER INSTRUMENT NO. _____

DEPUTY _____

EX-OFFICIO RECORDER _____



TEALEY'S LAND SURVEYING
3994 W. 1200-GRAND DRIVE, SUITE 50
BOISE, ID 83719
PHONE: 208-363-0038
FAX: 208-363-0038
Project No. 3854
Sheet 9 of 9

EXHIBIT B
Plat of The One Nineteen Condominiums

EXHIBIT C
Articles of Incorporation
of
The 119 Condo Owners Association, Inc.

[See attached for a copy of the Articles of Incorporation of the 119
Condo Owners Association, Inc. on file with the Idaho Secretary of
State]

**ARTICLES OF INCORPORATION
OF
119 CONDO OWNERS ASSOCIATION, INC.**

FILED EFFECTIVE
2015 SEP 24 PM 4:36
SECRETARY OF STATE
STATE OF IDAHO

KNOW ALL MEN BY THESE PRESENTS: The undersigned, for the purpose of forming a nonprofit corporation under the laws of the State of Idaho in compliance with the Idaho Nonprofit Corporations Act (Title 30, Chapter 30, Idaho Code), does hereby certify, declare and adopt the following Articles of Incorporation:

COPY

**ARTICLE 1
NAME**

The name of the corporation is 119 Condo Owners Association, Inc. (the "Association").

**ARTICLE 2
NONPROFIT**

The Association shall be a nonprofit, membership corporation.

**ARTICLE 3
TERM**

The period of existence and duration of the life of this Association shall be perpetual.

**ARTICLE 4
REGISTERED AGENT**

The name and address of the Association's initial registered agent shall be Givens Pursley Corporate Services, LLC, 600 W. Bannock St., Boise, Idaho 83702.

**ARTICLE 5
PURPOSES AND POWERS OF THE CORPORATION**

5.1 The Association is formed as the management body for the to-be-built One Nineteen Condominiums as permitted by the provisions of the Idaho Condominium Property Act, Idaho Code Title 55, Chapter 15 (the "Condominium Act") and its powers are and shall be consistent with the provisions of the Condominium Act.

5.2 The nature of the business and the object and purposes of this Association shall be as follows:

5.2.1 The Association shall be the "Management Body" as defined in Section 55-1503, Idaho Code, and as provided for in the terms and conditions of that Condominium Declaration for the One Nineteen Condominiums (hereinafter referred to as the "Declaration") to be executed by 119 Boise, LLC, an Idaho limited liability company, which delegates and authorizes the Association to exercise certain functions as the Management Body. The Declaration shall be recorded in the Ada County Recorder's Office, State of Idaho, together with a certified copy of these Articles of Incorporation appended thereto. All of the words and terms which are initially capitalized herein shall have the meanings and definitions ascribed to them in the Declaration, which definitions are incorporated herein by reference.

C 207289

5.2.2 The Association shall have the power to have, exercise and enforce all rights and privileges, and to assume, incur, perform, carry out and discharge all duties, obligations and responsibilities of a Management Body as provided for in the Condominium Act, and in the Declaration, as amended from time to time. The Association shall have the power to adopt and enforce rules and regulations covering the use of the Project or Units therein, to levy and collect the Assessments and charges against the Owners and the Units themselves and in general to assume and perform all the functions to be assumed and performed by the Association as provided for in the Declaration. It shall have the power by resolution or vote to transfer, assign or delegate such duties, obligations or responsibilities to other persons or entities as permitted or provided for in the Condominium Act, the Declaration or in an agreement executed by the Association with respect thereto.

5.3 In addition to the foregoing, where not inconsistent with either the Condominium Act the Declaration, the Association shall have all the general powers provided in Sections 30-30-302 and 30-30-303 Idaho Code.

5.4 Notwithstanding any other provisions of these Articles, the Association shall not carry on any other activities not permitted by any organization exempt from federal income tax under Section 528 of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States internal revenue law).

ARTICLE 6 **MEMBERSHIP**

There shall be one membership in the Association for each Owner as established by the Declaration. The members of the Association must be and remain Owners of a Condominium within the Building, and the Association shall include all Owners within the Building. If title to a Condominium is held by more than one (1) person, the membership relating to that Condominium shall be shared by all such persons in the same proportionate interest and the same type of tenancy in which the title to the Condominium is held.

ARTICLE 7 **VOTING RIGHTS**

Subject to the Class B Member's voting rights, and the Class A Members' voting limitations, until the Class B Member Termination Date, the voting rights of a member of the Association shall be determined by such member's percentage ownership interest in the Common Area of the Project described in the Declaration; therefore, the voting rights of each member Owner will not in all cases be equal.

ARTICLE 8 **ASSESSMENTS**

Each member shall be liable for the payment of Assessments and charges provided for in the Declaration and for the payment and discharge of the liabilities of the Association as provided for in the Declaration, the Condominium Act, and as set forth in the Bylaws.

ARTICLE 9 **DISSOLUTION**

The Association shall only be dissolved at a regular meeting, or a special meeting of the Association called for that purpose, by the affirmative votes of no less than ninety percent (90%) of the

total voting power of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the real and personal property of the Association shall be distributed as follows: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created; or (ii) granted, conveyed and assigned to a nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. Notwithstanding any other provisions of these Articles, the Association shall not carry on any other activities not permitted by any organization exempt from federal income tax under Section 528 of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States internal revenue law).

ARTICLE 10
BOARD OF DIRECTORS

The business and affairs of the Association shall be governed and managed by a board composed of three (3) Directors. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are as follows:

<u>Name</u>	<u>Address</u>
<u>Clayton Sammis</u>	<u>491 N. Main St., Ste. 201</u> <u>Ketchum, ID 83340</u>
<u>Shane Felker</u>	<u>491 N. Main St., Ste. 201</u> <u>Ketchum, ID 83340</u>
<u>Mark Hellickson</u>	<u>491 N. Main St., Ste. 201</u> <u>Ketchum, ID 83340</u>

ARTICLE 11
INITIAL INCORPORATOR

The name and address of the initial incorporator is as follows:

Clayton Sammis
491 N. Main St., Ste. 201
Ketchum, ID 83340

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of September, 2015.

IDAHO SECRETARY OF STATE
09/24/2015 05:00
CK:27689 CT:1626 BH:1493624
1@ 30.00 = 30.00 INC NONP #2

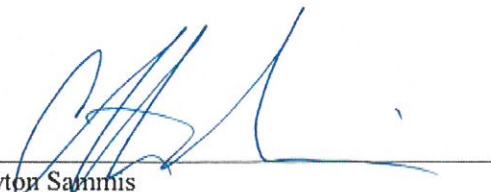
By: 
Name: Clayton Sammis
Title: Incorporator

EXHIBIT D
Proportionate Interest in Common Area and Voting Allocations

Unit #	Square Footage	Percentage Ownership Interest (Of Total Square Footage)	Voting Allocation (Votes)
101	663 *	1.801%	1.82
301	1,499	4.071%	4.07
302	1,275	3.463%	3.46
303	1,185	3.218%	3.22
304	1,206	3.275%	3.28
305	1,179	3.202%	3.20
306	1,176	3.194%	3.19
307	1,504	4.085%	4.08
401	1,499	4.071%	4.07
402	1,275	3.463%	3.46
403	1,185	3.218%	3.22
404	1,206	3.275%	3.28
405	1,179	3.202%	3.20
406	1,176	3.194%	3.19
407	1,504	4.085%	4.08
501	1,499	4.071%	4.07
502	1,275	3.463%	3.46
503	1,185	3.218%	3.22
504	1,206	3.275%	3.28
505	1,179	3.202%	3.20
506	1,176	3.194%	3.19
507	1,504	4.085%	4.08
601	1,431	3.886%	3.89
602	1,787	4.853%	4.85
603	1,541	4.185%	4.19
604	1,982	5.383%	5.38
605	2,344	6.366%	6.37
Total	36,820	100.00%	100.00

* Notwithstanding that the actual size of the Commercial/Parking Unit (Unit 101) is 2,426 square feet, at all times during which the Commercial/Parking Unit is used as parking, the Owners agree that for all purposes, including without limitation Assessments and voting, the size of the Commercial/Parking Unit shall be 663 square feet. At such time as the Commercial/Parking Unit is converted to a different use, the actual square footage (2,426 square feet) shall be applied to the Commercial/Parking Unit for all purposes, including without limitation Assessments and voting.